



**CITY COUNCIL AGENDA
CITY HALL, 291 N. MAIN STREET
PORTERVILLE, CALIFORNIA
SEPTEMBER 17, 2024, 5:30 PM**

The City of Porterville is allowing for electronic viewing of City Council Meetings. Porterville City Council Meetings will be live streamed on YouTube at
<https://www.youtube.com/@cityofporterville4149>

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

City of Porterville – City Council Meeting of September 17, 2024

Please use the following link below to join the webinar:

<https://us06web.zoom.us/j/84067419632?pwd=8ptBaolRjFE7sriSLLgkaHHvfI9wk1.1>

Or via Telephone: **1-669-900-6833** Webinar ID: **840 6741 9632** Passcode: **899013**

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 54956.95 – Liability Claim: Claimant: Javier Hamilton. Agency claimed against: City of Porterville.
- 2** - Government Code Section 54956.95 – Liability Claim: Claimant: Karina Villareal. Agency claimed against: City of Porterville.
- 3** - Government Code Section 54956.95 – Liability Claim: Claimant: Curtis Tillery. Agency claimed against: City of Porterville.
- 4** - Government Code Section 54956.9(d)(1) – Conference with Legal Counsel – Existing Litigation: Pastor Isabel Vela v. Porterville Police Department, Tulare County Superior Court Case No. PCU311765.
- 5** - Government Code Section 54956.9(d) (3) – Conference with Legal Counsel – Anticipated Litigation – Significant Exposure to Litigation: Four (4) cases in which facts are not yet known to potential plaintiffs.
- 6** - 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 Weyhrauch.

Invocation

PRESENTATIONS

2025 CDBG Con Plan and AI

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 - September 5, 2024
 - 2. Library & Literacy Commission - September 10, 2024
 - 3. Arts Commission - September 10, 2024
 - 4. Animal Control Commission
 - 5. Youth Commission - September 11, 2024
 - 6. Transactions and Use Tax Oversight Committee (TUTOC) - August 27, 2024
- II. Staff Informational Reports
 - 1. Water Conservation Phase III Status Update - August 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 September 3, 2024**
Re: Considering approval of the City Council draft Minutes of September 3, 2024.
- 2. **Authorization to Purchase Routeware Waste Collection Equipment In-Cab**

Technology and Billing Systems

Re: Council to authorize the purchase of Routeware for Waste Collection Equipment In-Cab Technology and Billing Systems at an estimated project cost of \$192,514.32, and a monthly subscription of \$15,090.00.

3. Authorization to Purchase Sideloader Elevator

Re: Consideration to authorize the purchase of an elevator and components for a residential sideloader from One Source Parts at a cost not to exceed \$10,394.56.

4. Renewal of Public Safety Dell Server Warranties

Re: Council to consider authorization of the purchase of two Dell ProSupport 4-Hour 7x24 Onsite Service warranties for \$6,634.12, plus applicable sales tax.

5. Authorization to Distribute Request for Proposals - Purchase of Truck for Encampment Abatement Activities

Re: Considering authorizing staff to distribute an RFP to purchase a vehicle for encampment abatement activities for enforcement of Ordinance 1905 to regulate unsafe camping.

6. Authorization to Distribute a Request for Proposals (RFP) for Architectural and Engineering Design and Support Services for a Zero-Emission Maintenance Facility

Re: Council to authorize staff to advertise Request for Proposals (RFP) for Architectural and Engineering Design and Support Services for a Zero-Emission Maintenance Facility at an estimated project cost of \$1,500,000.

7. Authorization to Advertise for Bids - Foundation and Drainage System Project for Future Draeger Prop Installation

Re: Council to authorize staff to advertise for bids on the Foundation and Drainage System Project, located at 500 N Newcomb Street.

8. Authorization to Award Contract - Emergency Board-Up Services

Re: Consideration to award emergency board-up services contracts on a rotating on-call basis to MTZ Building Solutions, Benevento's Cleaning & Restoration Service, Inc., and The Lopez Construction Family LLC.

9. Acceptance of Project - Animal Shelter Project

Re: Consideration of acceptance of the Animal Shelter Project located at 185 N. "D" Street, by AMG & Associates, Inc., as complete at the total project construction cost of \$7,401,116.68.

10. Acceptance of Project - Hayes Field Lighting Project

Re: Consideration to accept the Hayes Field Light Project, located at 945 W. Mulberry Avenue, as complete.

11. Approval of Agreement Between the City of Porterville and Tulare County Health and Human Services Agency

Re: Consideration of an agreement between the City of Porterville and the Tulare County Health and Human Services Agency, to establish a Household Hazardous Waste (HHW) Collection Facility in Porterville.

12. Approval of Measure R Program Supplement to Cooperative Agreement - Santa Fe Byway

Re: Consideration to approve a draft resolution in support of the Measure R Program Supplement to Cooperative Agreement.

13. Approval of Agreement with Enterprise Rent-A-Car Company of Sacramento, LLC for Rideshare Services

Re: Council to consider an agreement with Enterprise Rent-A-Car Company of Sacramento, LLC for Rideshare Services.

14. Request for Authorization to Extend the Zero-Fare Program for Public Transportation Services

Re: Consider authorizing the extension of the zero-fare program for public transportation services, including fixed-route and Dial-A-Colt services, for an additional 90 days. This extension, effective from September 30, 2024, through December 31, 2024 at an estimated cost of \$100,000.

15. Approval of Community Civic Event - Word of Victory Church - Community Outreach - September 28, 2024

Re: Consideration to approve the Community Civic Event application from Word of Victory Church, to hold the Community Outreach event on Saturday, September 28, 2024, located in the church parking lot, sidewalk, and the street on the east side of the Word of Victory Church, located at 163 W. Orange, from 2:00 PM to 7:00 PM.

16. Conflict of Interest Code Amendment

Re: Considering adoption of a draft Resolution approving amendments to the City's Conflict of Interest Code pursuant to the provisions of Government Code Sections 87300 et seq.

17. Appointment In-Lieu of Election for District 5 - City Council Member Stan Green

Re: Appointment in-lieu of election of the sole qualified candidate in District 5 for the office of City Council Member in the Election of November 5, 2024.

18. 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 relative to flood event.

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

PUBLIC HEARINGS

19. Public hearing on the Public Health & Safety Element Update and Adoption of the Environmental Justice Element for the Porterville 2030 General Plan

Re: Consideration to conduct a public hearing; and adopt the Draft Resolution, amending the General Plan to reflect the Public Health and Safety Element Update and adopt the new Environmental Justice Element as part of the Porterville 2030 General Plan.

SCHEDULED MATTERS

20. Approval of COAR Design Group's Recommendation for Emergency Operations Center & Public Safety Headquarters Location

Re: Consideration to approve COAR Design Group's recommended location for the Emergency Operations Center & Public Safety Headquarters as Centennial Plaza.

AB 1234 REPORTS

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

1. Local Initiatives Navigation Center (L.I.N.C.) - September 4, 2024
2. Eastern Tule Groundwater Sustainability Agency- September 5, 2024
3. Tulare County Association of Governments (TCAG)- September 16, 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 October 1, 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 – SEPTEMBER 17, 2024

SUBJECT: 1. Water Conservation Phase III Status Update - August 2024

SOURCE: Public Works

COMMENT: The City has continued to implement an active water conservation approach, conserving water and providing flexibility to the community. As of June 1, 2024, the city transitioned from Phase IV to Phase III of its Water Conservation Plan. The Plan applies to all municipal water users within or outside the city limits.

The Phase III plan increases outdoor watering to two days per week, with "odd" addresses allowed to water on Tuesday and Saturday and "even" addresses allowed to water on Wednesday and Sunday. Outdoor watering is prohibited between the hours of 5 a.m. to 10 a.m. and 5 p.m. to 10 p.m., with no watering allowed on Monday, 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 August 2024 show that six (6) notices of violations were issued for water waste, and no administrative citations were issued.

Water production for August 2024 shows a three percent (3%) decrease from the five-year average. The monthly production for August was 415 million gallons, which is a eighteen percent (18%) decrease compared to August 2013, when it was 509 million gallons. Residential consumption for August 2024 was 155 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 August 2015 through August 2024. Porterville's cumulative total production conservation through August 2024 is twenty percent (20%). The cumulative total of GPCD for the City of Porterville's conservation efforts will

be reflected from August 2015 through August 2024. Porterville's cumulative total GPCD conservation through August 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 seven percent (7%) increase from August 2023 to August 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 August 2024
2. Monthly Production Status GPCD August 2024
3. Drought Response Phase III Flyer -

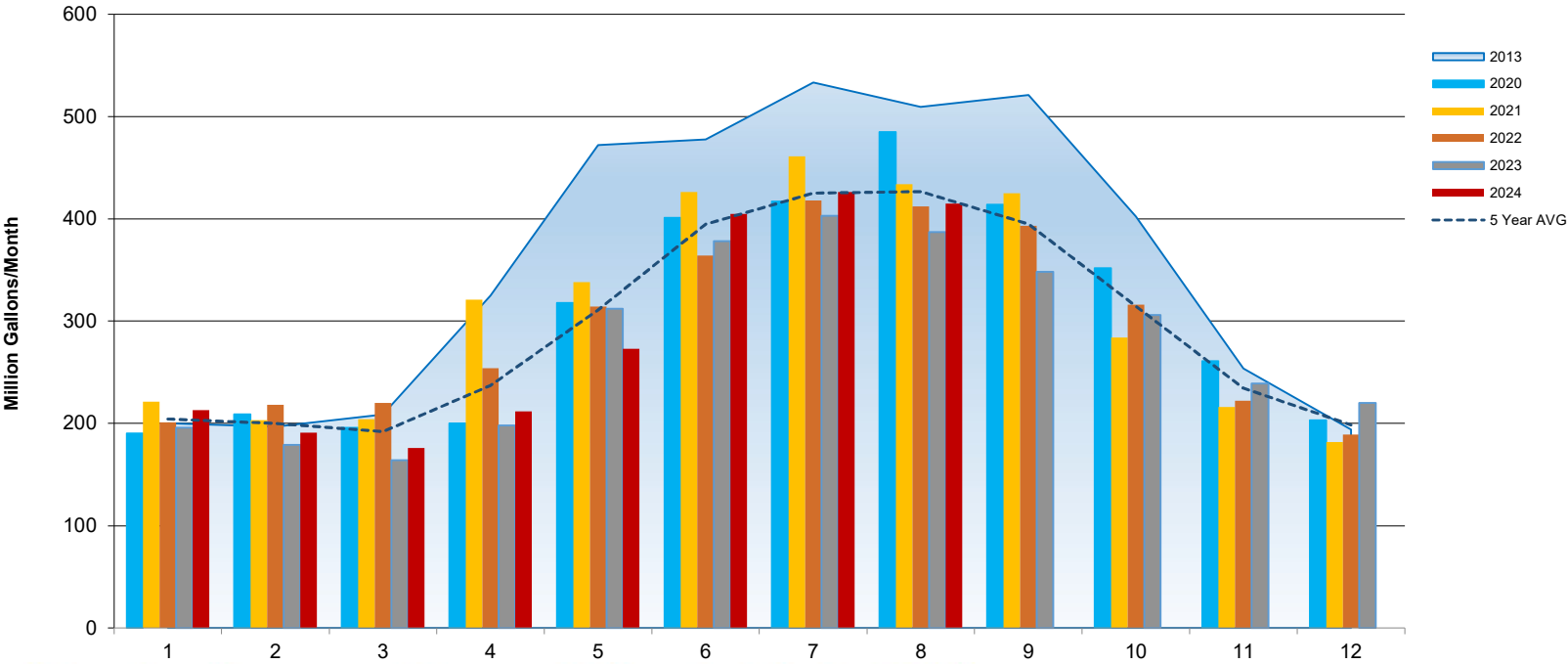
Appropriated/Funded:

Review By:

Department Director:
Michael Knight, Assistant City Manager

Final Approver: Patrice Hildreth, City Manager

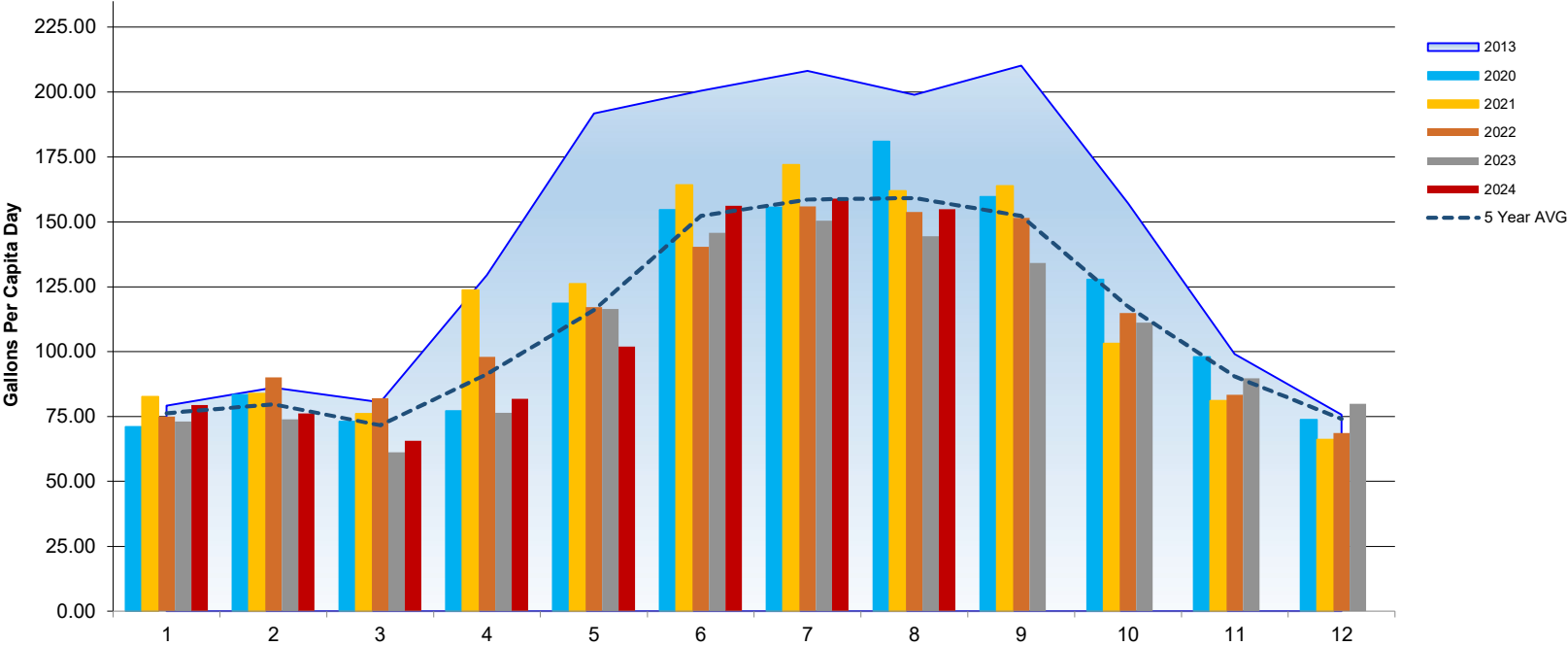
Monthly Production Status & Cumulative Total June 2015 Through August 2024 Production Comparison to 2013 & 5 Year Average



	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%	-15%	-20%	-18%				

Percent Comparison to 2013 Production

Monthly Production Status & Cumulative Total June 2015 Through August 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%	-3%
2021	4%	-3%	-5%	-4.4%	-34%	-18%	-17%	-19%	-22%	-34%	-18%	-13%
2022	-5%	4%	2%	-24.3%	-39%	-30%	-25%	-22%	-28%	-27%	-16%	-9%
2023	-8%	-14%	-24%	-41%	-39%	-27%	-28%	-27%	-36%	-29%	-10%	6%
2024	0%	-12%	-18%	-37%	-47%	-22%	-24%	-22%				

Percent Comparison to 2013 Production



DROUGHT RESPONSE Phase III

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

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

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

Excessive water runoff is prohibited.

The washing of sidewalks and driveways is prohibited.

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

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

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

DROUGHT RESPONSE PHASE III

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

Mandatory Odd/Even Watering Schedule

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

Odd Address
 Even Address

ODD NUMBER ADDRESSES

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

OR

EVEN NUMBER ADDRESSES

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

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

**Mandatory
Odd/Even Watering
Schedule**

**Excessive water
runoff prohibited**

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

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

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

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

**NO WATERING ON
MONDAYS, THURSDAYS,
AND FRIDAYS.**



CITY COUNCIL AGENDA – SEPTEMBER 17, 2024

SUBJECT: Approval of Draft Minutes of September 3, 2024

SOURCE: Administrative Services

COMMENT: Presented for Council's approval are the draft Minutes of September 3, 2024.

RECOMMENDATION: That the Council approve the draft Minutes of September 3, 2024.

ATTACHMENTS: 1. Draft Minutes of 09-03-2024

Appropriated/Funded:

Review By:

Department Director:
Yuliana Andrade, Administrative Services Director

Final Approver: Fernando Gabriel-Moraga, Acting Chief Deputy City Clerk

**CITY COUNCIL MINUTES
CITY HALL, 291 N. MAIN STREET
PORTERVILLE, CALIFORNIA
SEPTEMBER 3, 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: Eva Lizeth Torres Jimenez. Agency Claimed Against: City of Porterville.

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

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

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

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

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

A-2. On a MOTION made by Council Member Donald Weyhrauch, and SECONDED by Council Member Raymond Beltran the City Council unanimously rejected the claim filed by Melanie Rodriguez.

Documentation: M.O. 01-090324

Disposition: Claim rejected.

The Pledge of Allegiance was led by Council Member Beltran.

Invocation – a moment of silence was observed.

PRESENTATIONS

Employee of the Month - Tori Berry
Outstanding Business Honoree – Imagine Art Center

ORAL COMMUNICATIONS

- Edith Lavonne, Porterville, expressed her opposition to a design for a small library and advocated for the construction of a larger building.
- Alexis Espinoza, Porterville, expressed support for the construction of a sizable library.
- Renee Curtley, Porterville, expressed support for the construction of a sizable library.
- Cathy Guinn, Porterville, expressed her belief that the Animal Shelter should be named after Augie Gonzalez.
- Julie Ann McGliden, Porterville, expressed support for the construction of a new library.
- Brock Neeley, Porterville, expressed his concerns regarding the transition from the Library Board of Trustees to the Library and Literacy Commission. He asserted that he believed this transition was executed in violation of the law.
- Kristy Martin, Porterville Chamber of Commerce, provided the Council with updates from the Porterville Chamber of Commerce.
- Vikki Cervantes, Porterville, expressed support for the forthcoming library and the second option for the library's design.

REPORTS

- I. Staff Informational Reports
 1. Porterville Rescue Mission Update

CONSENT CALENDAR

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

COUNCIL ACTION: MOVED by Vice Mayor Kellie Carrillo, SECONDED by Council Member Raymond Beltran that the City Council approve Items Nos. 1-17. The motion carried unanimously.

1. APPROVAL OF DRAFT MINUTES OF AUGUST 20, 2024

Recommendation: That the Council approve the draft Minutes of August 20, 2024.

Documentation: M.O. 02-090324

Disposition: Approved.

2. AUTHORIZATION TO REPAIR/UPGRADE TRAFFIC SIGNAL AT OLIVE AVENUE & E STREET

Recommendation: That the City Council:

1. Approve the purchase of a new traffic signal cabinet and controller from Econolite for an amount not to exceed \$25,196, which includes the components, taxes, and a ten percent (10%) contingency;
2. Direct the Finance Director to initiate a Purchase Order to Econolite for an amount not to exceed \$25,196, which includes the components, taxes, and a ten percent (10%) contingency; and
3. Direct the Finance Director to make payment to Econolite upon receipt of an invoice approved by the Public Works Director.

Documentation: M.O. 03-090324

Disposition: Approved.

3. AUTHORIZATION TO ENTER INTO AGREEMENT FOR THE LEASE AND MAINTENANCE OF PRINTER/COPY MACHINES

Recommendation: That the City Council:

1. Authorize the Finance Director to execute an agreement with California Business Machines for the lease and maintenance of 19 Kyocera copiers for a 60-month term; and
2. Authorize the Finance Director to add or delete copiers to this agreement as they are identified, without modifying the terms and conditions of this agreement.

Documentation: M.O. 04-090324

Disposition: Approved.

4. AUTHORIZATION TO PURCHASE SPECIALIZED EQUIPMENT - HEADWORKS GRINDERS

Recommendation: That the City Council:

1. Award the purchase of the grinders to Duperon for an amount not to exceed \$240,350, which includes freight, taxes, and a ten percent (10%) contingency;
2. Direct the Finance Director to initiate a Purchase Order to Duperon for an amount not to exceed \$240,350, which includes freight, taxes, and a ten percent (10%) contingency; and
3. Direct the Finance Director to make payment to Duperon upon receipt of invoice approved by the Public Works Director.

M.O. 05-090324

Documentation:

Disposition: Approved.

5. AUTHORIZATION TO PURCHASE HVAC FOR PORTERVILLE

NAVIGATION CENTER

Recommendation: That the City Council authorize the purchase of a HVAC unit from 559 Heating & Cooling for \$12,600.

Documentation: M.O. 06-090324

Disposition: Approved.

6. AUTHORIZATION TO DISTRIBUTE A REQUEST FOR QUALIFICATIONS FOR A PERMITTING SOFTWARE SYSTEM

Recommendation: That City Council authorize staff to distribute a Request for Qualifications for a Permitting Software System and to negotiate a fee with the highest ranking firm.

Documentation: M.O. 07-090324

Disposition: Approved.

7. AUTHORIZATION TO EXECUTE AN AGREEMENT FOR GOLF COURSE MANAGEMENT SERVICES

Recommendation: That the City Council:

1. Authorize staff to execute a golf course management services agreement with Mr. Casey Butler subject to the City Attorney's approval; and
2. Authorize the Mayor to sign all contract documents when completed.

Documentation: M.O. 08-090324

Disposition: Approved.

8. AUTHORIZATION TO EXECUTE A CONSULTANT AGREEMENT WITH GHD, INC – ACTIVE TRANSPORTATION (AT) PLAN

Recommendation: That the City Council:

1. Authorize the Mayor to execute the Consultant Service Agreement for the development of the City's Active Transportation Plan with GHD, Inc. at a price of \$203,136;
2. Authorize a ten percent (10%) contingency for the contract; and
3. Authorize progress payments up to one hundred percent (100%) of the fee amount.

Documentation: M.O. 09-090324

Disposition: Approved.

9. AUTHORIZATION REQUEST FOR THE PREPARATION OF THE FY 2023-2024 ANNUAL COMPREHENSIVE FINANCIAL REPORT

Recommendation: That the City Council authorize the Finance Department to utilize CliftonLarsonAllen LLP to prepare the City's FY 2023-2024 Annual Comprehensive Financial Report at a cost of \$9,140.00.

Documentation: M.O. 10-090324

Disposition: Approved.

10. IRREVOCABLE OFFER OF DEDICATION FROM BURTON SCHOOL DISTRICT, A CALIFORNIA PUBLIC SCHOOL DISTRICT

Recommendation: That City Council:

1. Approve the draft resolution accepting the Irrevocable Offer of Dedication from Burton School District, a California Public School District; and
2. Direct the City Clerk to record the Irrevocable Offer of Dedication in the office of the Tulare County Recorder upon the City receiving the final subdivision map for the Brookside Subdivision.

Documentation: Resolution No. 64-2024

Disposition: Approved.

11. ACCEPTANCE OF FINAL SUBDIVISION MAP - BROOKSIDE, PHASE 1 (PRESIDIO JJR BROOKSIDE 110 LLC AND PRESIDIO JJR LAURELWOOD 110 LLC)

Recommendation: That the City Council:

1. Approve the final subdivision map of Brookside, Phase 1; and
2. Accept all offers of dedication shown on the final map or by separate deed document.

Documentation: M.O. 11-090324

Disposition: Approved.

12. REQUEST FOR WILL SERVE LETTER - 831 E. DATE AVE.

Recommendation: That the City Council adopt the draft resolution approving the second water service connection at 831 E. Date Avenue.

Documentation: Resolution No. 65-2024

Disposition: Approved.

13. AUTHORIZATION FOR STREET CLOSURE - PIONEER DAYS & RIB

COOK-OFF

Recommendation: That the City Council authorize the temporary closure of Main Street from Morton Avenue to Putnam Avenue, and on Harrison Avenue, Thurman Avenue and Cleveland Avenue from Division Street to the alley just east of Main Street, on October 5, 2024, from 6:00 AM to 4:00 PM, during Pioneer Days.

Documentation: M.O. 12-090324

Disposition: Approved.

14. APPROVAL OF COMMUNITY CIVIC EVENT - CENTRAL CALIFORNIA FAMILY CRISIS CENTER - 24TH ANNUAL DOMESTIC VIOLENCE CANDLELIGHT VIGIL - OCTOBER 24, 2024

Recommendation: That the City Council approve the Community Civic Event application from Central California Family Crisis Center to hold the 24th Annual Domestic Violence Candlelight Vigil on October 24, 2024 at Centennial Park, subject to the requirements and restrictions contained in the Application and Agreement, and Exhibit A.

Documentation: M.O. 13-090324

Disposition: Approved.

15. CITY OF PORTERVILLE CONFLICT OF INTEREST CODE - 2024 BIENNIAL REPORT AND PROPOSED AMENDMENT

Recommendation: That the City Council:

1. Accept the Conflicts and Disclosure Monitor Agency 2024 Biennial Report; and
2. Direct staff to amend said report for Council's approval within ninety (90) days.

Documentation: M.O. 14-090324

Disposition: Approved.

16. REQUEST FOR PROCLAMATION - CONSTITUTION WEEK - SEPTEMBER 17 - 23, 2024

Recommendation: That the City Council consider approval of the request to proclaim September 17th - 23rd, 2024, as "Constitution Week" in the City of Porterville.

Documentation: M.O. 15-090324

Disposition: Approved.

17. STATUS AND REVIEW OF DECLARATION OF LOCAL FLOOD EMERGENCY

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

Documentation: M.O. 16-090324

Disposition: Approved.

PUBLIC HEARINGS

18. CONSIDERATION OF VESTING TENTATIVE SUBDIVISION MAP FOR WESTFIELD RESIDENTIAL DEVELOPMENT

Recommendation: That the City Council:

1. Hold a Public Hearing to receive comments on the Westfield Residential Development Project; and
2. Adopt the draft resolution approving the vesting Tentative Subdivision Map with conditions.

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

Mayor Flores opened the Public Hearing at 7:08 p.m.

- Pastor Troy Sawyers, Porterville, expressed his concern regarding the potential impact of the proposed project on the traffic flow to their church, and highlighted the possibility of limited accessibility to the road once the project commences. Additionally, he raised privacy concerns pertaining to the future residents of the proposed residential development.

Mayor Flores closed the Public Hearing at 7:11 p.m., when no one came forward to speak.

COUNCIL ACTION: MOVED by Council Member Greg Meister, SECONDED by Vice Mayor Kellie Carrillo that the City Council adopt the draft resolution approving the Vesting Tentative Subdivision Map. The motion carried unanimously.

Documentation: Resolution No. 66-2024

Disposition: Approved.

19. 2023-2024 CONSOLIDATED ANNUAL PERFORMANCE EVALUATION REPORT (CAPER)

- Recommendation: That the City Council:
1. Conduct the Public Hearing and consider any comments received;
 2. Consider the Draft 2023-2024 Consolidated Annual Performance Evaluation Report; and
 3. Direct staff to submit said report to the Department of Housing and Urban Development by the required deadline of September 30, 2024.

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

Mayor Flores opened the Public Hearing at 7:27 p.m., and closed the Public Hearing at 7:28 p.m., when no one came forward to speak.

COUNCIL ACTION: MOVED by Council Member Raymond Beltran, SECONDED by Vice Mayor Kellie Carrillo that the City Council approve the draft 2023-2024 Consolidated Annual Performance Evaluation Report for submission to the Department of Housing and Urban Development by the required deadline of September 30, 2024. The motion carried unanimously.

Documentation: M.O. 17-090324

Disposition: Approved.

SCHEDULED MATTERS

20. VACATION OF A PORTION OF COLLEGE AVENUE

- Recommendation: That the City Council:
1. Consider adoption of the draft Resolution of Vacation of a portion of College Avenue, and if approved;
 2. Authorize the City Clerk to record said Resolution of Vacation.

City Manager Hildreth introduced the item and Engineering and Project Management Director Javier Sanchez presented the staff report.

COUNCIL ACTION: MOVED by Council Member Greg Meister, SECONDED by Council Member Donald Weyhrauch that the City Council adopt the draft resolution of Vacation of a portion of College Avenue and authorize the City Clerk to record the Resolution of Vacation. The motion carried unanimously.

Documentation: Resolution No. 67-2024

Disposition: Approved.

21. CONSIDERATION THE LIBRARY FACILITY PLANNING COMMITTEE'S DESIGN RECOMMENDATIONS FOR THE PORTERVILLE PUBLIC

LIBRARY PROJECT

Recommendation: That the City Council:

1. Review and consider the recommendations of the Library Planning Facility regarding design options; and
2. Direct staff to research and bring back for consideration options for funding of the project.

City Manager Hildreth introduced the item and Parks and Leisure Services Director Donnie Moore presented the staff report.

The Council was provided a list of library designs, provided by the consultant, which were as follows:

Option 1:

Construct full build-out.

Size - 40,000sf. Cost \$40,915,500.

Option 2:

Reduction of area across the entire program, such that most (if not all) programmatic areas can be constructed initially within the \$30 million budget without requiring future construction or tenant improvements. The design and site layout would provide the potential for future expansion at a later stage. Includes all areas of the program with a 30% reduction of everything.

Size - 24,600sf Cost \$30,000,000

Option 3:

Reduction of programmatic area with the potential for future phases. The initial phase would include an approximately 24,000sf building consisting of the core spaces and those programmatic areas identified in the public survey as middle to high priority. Build-out of core spaces with the ability to add future phases to include remaining spaces.

Size - 24,000sf Cost \$30,000,000

Option 4:

Reduction of programmatic area by constructing the entire shell of the full proposed library program, and then only completing the portion of the interior spaces afforded by the remaining budget. The remaining square footage (unfinished interior) would be completed during future phases. (6,900sf finished interior, 33,100sf unfinished interior.)

Size - 40,000sf shell Cost \$30,000,000

Option 5:

Reduction of area across the entire program to meet a \$20,000,000 budget, with site development reduced proportionally. The proposed budget would allow for a 16,100sf library with full programming.

Size - 16,100sf Cost \$20,000,000

Option 6:

Construction of a 30,000sf library with site development to meet a \$30,000,000 budget. The proposed budget would allow for a 30,000sf shell building only; no interior build-out would be possible.

Size - 30,000sf shell Cost \$33,300,000

Option 7:

Construction of 30,000sf library with full interior build-out and proportional reduction of the site improvements.

Size - 30,000sf Cost \$37,300,000

Staff indicated that the above options were presented to the Library Facility Planning Committee at their regularly scheduled meeting on August 15, 2024, to ascertain their preferences for said options and their top rankings of the options were as follows:

1. Option 2
2. Option 1 @ Option 3 (tie)
3. Option 4

Following extensive deliberation among the Council members, it was determined that Option #2 from the provided recommendations should be chosen. The Council directed the staff to prepare alternative funding options for the project's consideration.

COUNCIL ACTION: MOVED by Mayor Martha A. Flores, SECONDED by Vice Mayor Kellie Carrillo that the City Council considered and selected option #2, of the listed recommendations; and directed staff to research and bring back for consideration options for funding of the project. The motion carried unanimously.

Documentation: M.O. 18-090324

Disposition: Approved.

AB 1234 REPORTS

1. Tulare County Task Force on Homelessness - August 21, 2024
Mayor Flores provided a report on the approval of Minutes, updates from various committees and subcommittees, and an update to the bylaws.
2. Tulare County Economic Development Corp. (TCEDC) - August 28, 2024
No report was provided.
3. Eastern Tule Groundwater Sustainability Agency - August 29, 2024
Council Member Weyhrauch reported on the approval of Minutes, the ratification of pending bills, and several reports and action items.

ORAL COMMUNICATIONS

- Alexis Espinoza, Porterville, shared her perspective on the deliberations concerning the

library and the ensuing recommendations that influenced their decision.

- Vikki Cervantes, Porterville, stated that Mayor Flores and Vice Mayor Carrillo are setting great examples for your women, and spoke of an event she recently attended.
- Dr. Primavera Monnarez, Interim Porterville College President, acknowledged and thanked city staff for their partnering with the Porterville College.

OTHER MATTERS

- Council Member Beltran recognized Tori Berry as the Employee of the Month and offered congratulations to the Imagine Art Center for being honored as an Outstanding Business, suggested for the public to familiarize themselves with the City Charter, particularly regarding the responsibilities of the Library and Literacy Commission, and discussed the Brookside development and appreciation expressed to the city council for their efforts related to the encampment ordinance.
- Council Member Weyhrauch praised the Fire Department for their help with the Shelly Fire, thanked the Library and Literacy Commission for their support with library improvements, and acknowledged Torry Berri as the employee of the month.
- Council Member Meister extended congratulations to Shannon Grove and the Council Members for their support in the passing of SB1414, and acknowledged the dedication of city employees to serving the community.
- Vice Mayor Carrillo discussed the recommendations pertaining to the new Library designs and expressed optimism about the potential expansion of the library what will be on the property. Vice Mayor Carrillo expressed gratitude to all those involved in the Library Facility Planning Committee.
- Mayor Flores conveyed her gratitude for the assistance provided by Administrative Analyst Yuriko Velarde, who accompanied her to a radio interview and addressed public comments.

CLOSED SESSION

None.

ADJOURNMENT –

The Council adjourned at 8:40 p.m. to the meeting of September 17, 2024, at 5:30 p.m.

SEAL

Fernando Gabriel-Moraga,
Acting Chief Deputy City Clerk

Martha A. Flores, Mayor



CITY COUNCIL AGENDA – SEPTEMBER 17, 2024

SUBJECT: Authorization to Purchase Routeware Waste Collection Equipment In-Cab Technology and Billing Systems

SOURCE: Public Works

COMMENT: The City of Porterville's Refuse Division provides curbside and commercial garbage, organics, and recycling collection services to approximately 16,200 service addresses within the incorporated areas of the City. To improve operational efficiency, enhance customer service, ensure accurate billing, and increase operator safety, the Public Works Department has identified the need for an in-cab technology system.

This system will integrate hardware, software, and professional services to support refuse collection operations. The technology will enable staff to improve customer service by decreasing the number of go-backs and missed stops, continuing compliance with the State-mandated SB 1383, and balancing routes for better efficiency. Given the large scale of refuse collection services in Porterville, the implementation of in-cab technology is critical to modernizing operations and addressing growing service demands.

The proposed in-cab technology system will include the installation of hardware in vehicles, software applications for real-time data tracking, billing and professional services for installation, training, and ongoing support. This system will also be integrated with the City's existing systems to ensure a seamless transition and continued operations.

The contract for this system is planned for an initial three-year term, with an automatic renewal policy for successive one-year terms. Should the City wish to opt-out, a written notice must be provided 30 days before the auto-renewal date.

Funding for this project is available through the Refuse Division's Equipment Replacement Fund. The initial cost for the in-cab technology system is \$192,514.32, with a 10% contingency to cover any unforeseen costs associated with installation or system integration. The system also requires a monthly subscription fee of \$15,090.00, covering ongoing support, data services, and software updates.

City Departments are authorized to purchase goods and services through cooperative purchasing programs, pursuant to California Government Code § 6502 and the City of Porterville Resolution No. 35-93, which was adopted by the City Council on April 20, 1993. This authorization allows the City to

Item No. 2.

participate in cooperative purchasing programs with other agencies for the procurement of materials, equipment, and services, resulting in cost savings and faster procurement timelines. Staff is recommending to purchase Routeware, Inc. software, hardware and professional services through the Sourcewell awarded contract, contract number 041521-RCS. Sourcewell is a governmental agency offering cooperative purchase contracts for use by local governments. All Sourcewell contracts have been competitively solicited, reviewed and evaluated by a committee and recommended to the Sourcewell Board of Directors for award.

RECOMMENDATION: That the City Council:

1. Approve the purchase of in-cab technology and billing system for the Refuse Division at an initial cost of \$192,514.32, including a 10% contingency, and a monthly subscription fee of \$15,090.00;
2. Authorize the City Manager to enter into a contract for a three-year term with an automatic renewal clause for successive one-year terms, with the option for the City to opt out by providing written notice 30 days prior to renewal;
3. Approve the procurement of the in-cab technology system through a cooperative purchasing program, as authorized by California Government Code § 6502 and City of Porterville Resolution No. 35-93; and
4. Authorize the Finance Director to make any necessary budget amendments or transfers to effectuate this purchase.

ATTACHMENTS:

1. Quote
2. Reso 35-93_4-20-93
3. Routeware-Recyclist Order Form

Appropriated/Funded:

Review By:

Department Director:
Michael Knight, Assistant City Manager

Final Approver: Patrice Hildreth, City Manager



Order Form

Routeware, Inc.

16525 SW 72nd Ave
Portland, Oregon 97224
United States

Phone: (503) 906-8500
Email: info@routeware.com

Order #: Q-06838-1
Agreement Term: 36 Months
Offer Good Through: 10/10/2024

Ship To

Briana Spry
City of Porterville - CA
291 N Main St
Porterville, California 93257
United States
(559) 782-7586
bspry@ci.porterville.ca.us

Bill To

City of Porterville - CA
291 N Main St
Porterville, California 93257
United States

SALESPERSON	PHONE	EMAIL	PAYMENT TERMS
Kevin Hahn	(650) 430-6012	khahn@routeware.com	Net 10

Statement of Confidentiality & Non-Disclosure

This document contains proprietary and confidential information. All information and data submitted to City of Porterville - CA is provided in reliance upon its consent not to use or disclose any information contained herein except in the context of its business dealings with Routeware, Inc. The recipient of this document agrees to inform present and future employees of City of Porterville - CA who view or have access to its content of its confidential nature. The recipient agrees to instruct each employee that they must not disclose any information concerning this document to others except to the extent that such information is generally known to, and is available for use by, the public. The recipient also agrees not to duplicate or distribute or permit others to duplicate or distribute any material contained herein without Routeware, Inc.'s express written consent.

Routeware, Inc. retains all title, ownership and intellectual property rights to the material and trademarks contained herein, including all supporting documentation, files, marketing materials, and multi-media.

BY ACCEPTANCE OF THIS DOCUMENT THE RECIPIENT AGREES TO BE BOUND BY THE AFOREMENTIONED STATEMENT

Hardware

PRODUCT	UNIT	QTY	UNIT PRICE	EXTENDED
Heavy Duty Tablet 10" Android TA4PRO with Full Install Kit - Price included in monthly service fee	Each	36	USD 0.00	USD 0.00
Actuator Kit for HD Android and Windows	Each	19	USD 144.00	USD 2,736.00
Camera Controller (Camera Not Included)	Each	29	USD 499.00	USD 14,471.00
Standard HD Camera for Camera Controller with Cable	Each	116	USD 95.00	USD 11,020.00
Monitor for Camera Controller	Each	2	USD 42.00	USD 84.00
Camera Power Kit	Each	29	USD 40.00	USD 1,160.00
Video Service Hardware	Each	29	USD 205.00	USD 5,945.00
			Hardware Total:	USD 35,416.00

Services

PRODUCT	UNIT	QTY	UNIT PRICE	EXTENDED
Vehicle Installation	Each	36	USD 380.00	USD 13,680.00
Actuator Signal Installation	Each	19	USD 190.00	USD 3,610.00
Camera System Installation	Each	24	USD 380.00	USD 9,120.00
Additional Camera Installation	Each	92	USD 190.00	USD 17,480.00
Routeware Professional Services	Per Hour	160	USD 225.00	USD 36,000.00
EasyRoute Training	Each	1	USD 5,000.00	USD 5,000.00
EasyRoute Support Service Pack (30 Hours)	Each	1	USD 6,750.00	USD 6,750.00
			Services Total:	USD 91,640.00

Recurring Subscriptions

PRODUCT	UNIT	QTY	UNIT PRICE	EXTENDED
Cellular Data Charge (RD)	Per Month	36	USD 15.00	USD 540.00
Auto Pickup System Fee	Per Month	19	USD 20.00	USD 380.00
Picture Service Fee	Per Month	29	USD 45.00	USD 1,305.00
Premium Video System Fee	Per Month	29	USD 61.00	USD 1,769.00
eMobile Plus	Per Month	36	USD 189.00	USD 6,804.00
Interface Support	Per Month	1	USD 237.50	USD 237.50
EasyRoute Subscription	Per Month	1	USD 2,524.50	USD 2,524.50

PRODUCT	UNIT	QTY	UNIT PRICE	EXTENDED
Additional User Subscription	Per Month	10	USD 153.00	USD 1,530.00
Recurring Subscriptions Total:				USD 15,090.00

Payment Terms -

Hardware is invoiced seven (7) days after execution of the Order.

Software Fees are invoiced thirty (30) days after the Contract Start Date Order (the "Effective Service Date").

Recurring Subscriptions shall be invoiced quarterly in advance, commencing on the Effective Service Date and on each successive anniversary thereof.

For all other services, Company will submit invoices for services to the Customer by the 10th of the month following the month in which Company provided services and Company's invoice will have a date, an invoice number, a purchase order number and a description of the goods or services.

Additional Terms:

If Data usage is greater than 1GB per vehicle per month, Routeware may limit network speeds or limit the actual downloading of video files.

Terms & Conditions Information

This Order and all products and services herein are subject to and limited to the terms and conditions located at <https://www.routeware.com/Clients>. Any purchase orders issued in response to this Order, will be deemed acceptance of such terms.

<http://www.routeware.com/Clients>

Password: RWClient1!

Prices are exclusive of any federal, state, or local taxes. The customer is responsible for all federal, state, and local taxes.

This system requires a specific server to operate Routeware software, which may need to be purchased separately.

This system requires cellular connectivity for each vehicle which may need to be purchased separately.

If route sequencing by Routeware is a requirement, additional professional services fees may apply.

On-Board Computer software is sold as a perpetual license, allowing the license to be activated on replacement hardware.

Any lapse in support voids perpetual license.

Pricing does not include freight cost or travel expenses, which will be invoiced as they are incurred.

Professional Services Project Terms:

The hours included in this order and the accompanying Statement of Work represent our best estimate of hours required for the Project, based on our experience. You understand and agree that actual fees may differ. All fee and timeline estimates are based on the information provided to us to-date, including your system requirements and resource allocations. It does not account for presently unknown circumstances that create uncertainty. These include, for example, your level of participation, complexity of your processes and requirements, unknown system and data elements, changes in scope of work, changes in assumptions, delays caused by you or third parties, or other conditions outside of our reasonable control. We will notify you if we expect to exceed cost or timeline estimates, and this will be addressed through the change order process described below.

We will work with your Project Manager to help manage the scope of the Services within the estimate provided. However, both parties acknowledge and agree that actual fees may differ from this estimate. If we determine there has been a change in or unsuccessful completion of responsibilities or assumptions set forth in this Proposal, a change order may be required. In addition, any Project changes, including to address unknown circumstances, additional work requested by you or changed requirements, will require a Change Order. Change Orders may also impact the Project timeline. You understand that, in all instances, Routeware's compensation will be based upon the work actually performed and expenses actually incurred.

Subscription Hardware Additional Terms -

All Hardware on this Order sold as a subscription is the property of Routeware. Throughout the term of this Order and at no additional cost to the Customer, Routeware will repair or replace defective Subscription Hardware purchased on this Order with a comparable unit, provided that, in Routeware's sole determination, the unit has not been damaged beyond normal wear and tear. Normal wear and tear includes battery/component failure, scratches and superficial damage to the top, bottom, and corners of the unit. That not covered under the replacement program includes, but is not limited to, damage from (a) drops, (b) immersion in water, (c) cracked screens

caused by excess pressure or hard devices, or (d) deliberate damage to the unit. Unit replacement costs resulting from damage not covered by the warranty is the responsibility of Customer. Customer shall surrender to Routeware any computers that are replaced under this program. Notwithstanding any other agreements or clauses on this matter in this agreement or others, Routeware reserves the right to increase monthly service if, in Routeware's sole determination, units are routinely abused or mishandled to the point of failure. Refer to Section 7.2 of the Routeware Master Sales and License Agreement for additional warranty details. At the conclusion of the License Period, Customer shall return all Subscription Hardware to Routeware in good condition and working order. In the event the Customer does not return all Subscription Hardware, or the Subscription Hardware is damaged, lost, or stolen while in the Customer's possession, the Subscription Hardware will be deemed sold to Customer, and Customer agrees to pay the then-current list price (plus any applicable taxes) upon receipt of an invoice.

City of Porterville - CA

Signature: _____

Date: _____

Name (Print): _____

Title: _____

Routeware, Inc., and affiliates

Signature: _____

Date: _____

Name (Print): _____

Title: _____

Please sign and email to Kevin Hahn at khahn@routeware.com

FOR INTERNAL USE ONLY
Reviewed By:



16525 SW 72nd Ave.
Portland, OR 97224
www.Routeware Inc..com

(503) 906-8500 | Corporate Offices
(877) 906-8550 | Toll Free
(503) 906-8544 | Fax

STATEMENT OF WORK

Purpose

This statement of work ("SOW") and any addenda attached hereto, sets forth the deliverables associated with the Routeware Inc. implementation of licensed software/subscription services (hereafter "Product" or "Services") as determined by the applicable Master Sales and License Agreement and Professional Services Agreement, hereafter "Agreement", executed by the city of Porterville CA ("Licensee" or "Customer" or "Subscriber") and Routeware Inc. ("Licensor" or "Provider").

This SOW and attached Addenda set forth the scope and objectives, project stages, project governance and objectives, gate checks and lifecycle stages, and change management, applicable to the implementation of the Product or Services as further identified within the Routeware Inc. line of business below:

☒ EnCore (CORE)

☒ EasyRoute (ER)

Routeware Inc.'s Gate Checks

Routeware Inc. will develop a project plan to manage the implementation lifecycle and to report on progress. Any requests for deviations to the project plan will be documented, reviewed, and approved by the respective project managers for the Customer and Routeware Inc. In addition, a summary of requested changes will also be reviewed during the scheduled gate check reviews. Changes must be mutually approved by both parties.

As part of its standard and proven project execution, Routeware Inc. will structure the project into several phases designed to ensure success. Routeware Inc. will work collaboratively with the Customer to develop a plan that details requirements, assigns responsibilities, and sets due dates – to best achieve the goal of meeting the designated go-live date with a minimum of business disruption. From the onset of the project, Routeware Inc. will assign a core implementation team.

Routeware Inc. will execute gate check reviews at the completion of the Discover, Design, and Deploy stages of the project lifecycle. The gate check reviews provide the following:

Stage 1 - Discover

The Discover stage includes the comprehensive planning and resource scheduling for the duration of the project, including a review of the approach and governance, the cadence for status reporting, and clarification of roles and responsibilities for Routeware Inc. and Customer project team members. It also includes the requirements confirmation interview, documentation, and approval, along with the initial solution configuration based on Routeware Inc.'s best practices for a specific Customer's needs, and the import of Customer data.

Stage 2 - Design

The "future state" is documented, reviewed, and approved by the Customer, including a validation of the data imported, upon which time the environment is provisioned, the solution installed, and the Customer provided access to the solution. There will be progressive "targeted" training and begin the solution familiarization process for key users, along with the creation of a validation plan to be used during the Deploy stage. The Routeware Inc. team performs an internal verification that the solution, as configured, is operating properly, and aligns with the approved requirements and future state configuration, reaching the milestone referred to as being "solution complete".

Stage 3 - Deploy

The Deploy stage includes scenario-based training, followed by the Customer's end-to-end validation of the solution across business scenarios/use cases identified and configured during the Discover and Design stages. Scenario-based training - typically conducted with Customer-identified "super users" - follows a tell, show, do model, where the individual delivering the training outlines the scenario, then demonstrates the scenario, and finally the super users complete an end-to-end example themselves using the "happy path", a clean, well-executed process without exceptions. Upon completion of the validation plan, the milestone of "solution acceptance" is confirmed by the Customer. At go-live there is final training and practice for end users and drivers, with a focus on what a user needs to do in the system to complete the duties of a particular role, including handling of typical "operational exceptions" encountered on a day-to-day basis. The final system cutover is performed and Routeware Inc. aids the Customer during the go live event and stabilization period, helping to triage, manage and resolve issues that may arise, followed by a transition to support, and project closeout.

Services

The scope of Services outlined below provides a breakdown of the key components and gate checks of the Routeware Inc. implementation and the corresponding deliverables provided by Routeware Inc. and the Customer.

	Routeware Inc. Deliverables	Customer Deliverables
Discover	Key activities include: • Project kick-off • Develop implementation plan/key milestones • Complete pre-implementation documents • Review, document, and approve business requirements: ○ Scenarios	Key activities include: • Define/assemble project team • Project planning • Define measures of project success Key deliverables include: • Process questionnaires

	○ Reporting ○ Integrations ○ Data workshop/Data import Key deliverables include: ● Draft project plan ● Session agendas ● Documented business requirements ● Environment provisioning/solution installation	● Provide documented process to model recommended configuration ● Provide sample data sets
Design	Key activities include: ● Define, configure, document and approve future state ● Conduct status meetings ● Update project plan ● Install solutions(s) ● Targeted training on data maintenance, transactions etc. ● Solution familiarization exercises ● Drafting solution validation plan ● Creation of scenario-based training plan ● Conduct status meetings Key deliverables include: ● Data import (3 imports into test environment) ● Solution configuration ○ Users ○ Customers ○ Equipment ○ Routes ○ Codes ○ Other applicable data ● Session agendas ● Targeted training ● Final solution configuration ● Design gate check ● Project plan revisions	Key activities include: ● Customer completes recommended Product training ● Attend all system configuration sessions ● Complete all action items after each system configuration session ● Required configuration and testing ● Internal process review ● Attend all design sessions ● Complete solution familiarization exercises ● Attend all status meetings ● Begin work on change management activities Key deliverables include: ● Approved business requirements ● Provide data for import ○ Accepted file formats include .csv or .xml ○ Updated data sets as required ● Approved future state configurations ● Enumeration of test plans ● Solution familiarization activities ● Data maintenance ● Transaction practice ● Solution validation ● Usage documentation and/or standard operating procedures (SOPs) ● Approval/sign-off
Deploy	Key activities include: ● Scenario-based super user training ● Solution validation (user acceptance testing, UAT) ● Creation of end-user training plan ● Solution acceptance milestone ● Conduct status meetings ● Update project plan	Key activities include: ● Solution validation activities ● End-user training plans ● Approval/sign-off ● Solution acceptance Key deliverables include: ● End-user training and practice

	• End-user training and practice • Go-live cutover • Issue management and stabilization • Transition to support • Project closeout Key deliverables include: • Scenario-based training • Readiness gate check • Project plan revisions • Go-live cutover and stabilization assistance • Issue management and resolution • Transition to support • Project closeout	• Issue triage and management
--	--	---

Assumptions

- All data to be imported will be provided in the Routeware Inc.-approved .csv, .sql or .xml format, and will not require transformation during the import process.
- The Customer will provide adequate resources and key decision makers required to meet tasks associated with implementation milestones.
- The Routeware Inc. project manager will be the primary contact throughout the project, will coordinate the efforts of implementation consultants and subject matter experts (SMEs) throughout the project, and will establish a cadence of status meetings with the Customer.
- The data import process will validate the integrity of the data, and exceptions provided back to the Customer for resolution prior to final import.

Out of Scope

- Interfaces – No interfaces to 3rd party applications are included in this estimate.
- Custom Reports – Reporting is robust across all Routeware Inc. solutions. If you require unique custom reports, those will be scoped separately with an estimate for your consideration.

SOW Change Order

Changes to a SOW will require a written change order signed by the parties prior to implementation of the changes. Such changes may include, for example, changes to the scope of work and any corresponding changes to the estimated fees and schedule for the performance of the applicable Services. Upon Routeware Inc.'s receipt of a change order request from the Customer, Routeware Inc. will promptly notify the Customer if Routeware Inc. believes that the change order request requires an adjustment to the fees or to the schedule for the performance of the applicable Services. In such an event, the parties will negotiate in good faith a reasonable and equitable adjustment to the fees and/or schedule, as applicable. During such negotiations, Routeware Inc. may continue to perform Services pursuant to the existing SOW and will have no obligation to perform Services pursuant to the change order request unless and until the parties have executed an applicable change order. Any time and materials that are required to evaluate a change order request are billable at Routeware Inc.'s then-current standard rates.

Pricing

An estimate for the Routeware Inc. Professional Services stated herein is set forth in the Order Form(s) # Q-06838 and is based on time and materials required as related to the Product or Service, Routeware Inc.'s current understanding of the Customer's business requirements, and the expected future state of the project or a fixed fee. Any new SOW or changes or requests for additional Services hereunder shall incur additional charges billed at Routeware Inc.'s then-current rates.

The estimated fees are provided for budgetary purposes only. Fees for Professional Services will be billed on either a time and materials or fixed fee basis, as specified below, and shall be payable to Routeware Inc. in consideration of the Professional Services provided under this SOW.

☒ **EnCore - Time and Materials**

☒ **EasyRoute – Fixed Fee**

Professional Services	Description	Hours	Rate	Total
Project Management	Project planning, resource coordination, status reporting, budget, risk and issue management	40	\$225	\$9,000.00
Implementation Consultant(s)	Requirements confirmation, solution configuration, documentation, training, go live assistance	60	\$225	\$13,500.00
Data Migration	Initial data import	60	\$225	\$13,500.00
EasyRoute Implementation Consultant	Requirements confirmation, solution configuration, documentation, virtual and on-site training, go live assistance	-----	-----	\$5,000.00
EasyRoute Service Pack	Each service pack includes 30-hours of Professional Services hours for ongoing system training and support	-----	-----	\$6,750.00
TOTALS				\$47,750.00

Fees shall be payable in accordance with the terms of the governing Agreement. Fees do not include charges for any taxes imposed by any government authority on the provision of Professional Services to you, and you shall pay any such taxes upon our invoice, including without limitation any sales or use tax a governmental authority may impose on the provision of Professional Services to you (but excluding any taxes based upon our net income).

In addition to paying the fees described above, you will reimburse us for reasonable travel, lodging and other expenses incurred in connection with Professional Services under this SOW, provided that such expenses shall not be reimbursable unless we have provided you with receipts or other documentation reasonably substantiating such expenses or costs as part of the reimbursement request. Final acceptance of this SOW will follow the formal quote which includes this document.

Confidentiality Statement

This SOW, including all attachments, copies, and derivatives thereof, is considered Routeware Inc. confidential information, and is subject to all obligations of confidentiality set forth in the Agreement.

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



Order Form

Routeware, Inc.

16525 SW 72nd Ave
Portland, Oregon 97224
United States

Phone: (503) 906-8500
Email: info@routeware.com

Order #: Q-07082-1
Agreement Term: 36 Months
Offer Good Through: 10/9/2024

Ship To

Briana Spry
City of Porterville, CA
291 N Main St
Porterville, California 93257
United States
(559) 782-7586
bspry@ci.porterville.ca.us

Bill To

City of Porterville, CA
291 N Main St
Porterville, California 93257
United States

SALESPERSON	PHONE	EMAIL	PAYMENT TERMS
Sean Ostlund	(503) 906-8530	sostlund@routeware.com	Net 10

Statement of Confidentiality & Non-Disclosure

This document contains proprietary and confidential information. All information and data submitted to City of Porterville, CA is provided in reliance upon its consent not to use or disclose any information contained herein except in the context of its business dealings with Routeware, Inc. The recipient of this document agrees to inform present and future employees of City of Porterville, CA who view or have access to its content of its confidential nature. The recipient agrees to instruct each employee that they must not disclose any information concerning this document to others except to the extent that such information is generally known to, and is available for use by, the public. The recipient also agrees not to duplicate or distribute or permit others to duplicate or distribute any material contained herein without Routeware, Inc.'s express written consent.

Routeware, Inc. retains all title, ownership and intellectual property rights to the material and trademarks contained herein, including all supporting documentation, files, marketing materials, and multi-media.

BY ACCEPTANCE OF THIS DOCUMENT THE RECIPIENT AGREES TO BE BOUND BY THE AFOREMENTIONED STATEMENT

Services

PRODUCT	UNIT	QTY	UNIT PRICE	EXTENDED
Program Tracker Implementation	Each	1	USD 5,000.00	USD 5,000.00
			Services Total:	USD 5,000.00

Recurring Subscriptions

PRODUCT	UNIT	QTY	UNIT PRICE	EXTENDED
Program Tracker	Per Month	1	USD 2,285.00	USD 2,285.00
RST Data Import - Prepaid	Per Month	4	USD 83.33	USD 333.32
			Recurring Subscriptions Total:	USD 2,618.32

Payment Terms -

Software Fees are invoiced thirty (30) days after the Contract Start Date Order (the "Effective Service Date").

Recurring Subscriptions shall be invoiced annually in advance, commencing on the Effective Service Date and on each successive anniversary thereof.

For all other services, Company will submit invoices for services to the Customer by the 10th of the month following the month in which Company provided services and Company's invoice will have a date, an invoice number, a purchase order number and a description of the goods or services.

Terms & Conditions Information

This Order and all products and services herein are subject to and limited to the terms and conditions located at <https://www.routeware.com/Clients>. Any purchase orders issued in response to this Order, will be deemed acceptance of such terms. <https://www.routeware.com/Clients> Password: RWClient1!

Prices are exclusive of any federal, state, or local taxes. The customer is responsible for all federal, state, and local taxes.

This system requires a specific server to operate Routeware software, which may need to be purchased separately.

This system requires cellular connectivity for each vehicle which may need to be purchased separately.

If route sequencing by Routeware is a requirement, additional professional services fees may apply.

On-Board Computer software is sold as a perpetual license, allowing the license to be activated on replacement hardware.

Any lapse in support voids perpetual license.

Pricing does not include freight cost or travel expenses, which will be invoiced as they are incurred.

Additional Terms -

"RST Data Import - Prepaid" allows four (4) data import per every twelve (12) months. A quote for any additional imports will be provided upon request.

City of Porterville, CA

Signature: _____

Date: _____

Name (Print): _____

Title: _____

Routeware, Inc., and affiliates

Signature: _____

Date: _____

Name (Print): _____

Title: _____

Please sign and email to Sean Ostlund at sostlund@routeware.com

FOR INTERNAL USE ONLY
Reviewed By:



CITY COUNCIL AGENDA – SEPTEMBER 17, 2024

SUBJECT: Authorization to Purchase Sideload Elevator

SOURCE: Public Works

COMMENT: Vehicle #6681, a 2014 Peterbilt Residential Refuse Truck, has experienced failure of the container-lift elevator. The elevator and associated parts are proprietary components which can only be purchased directly from the manufacturer. This residential sideloader has at least three years of expected service life remaining.

Staff is requesting authorization to purchase the parts from One Source Parts, the manufacturer of the truck, as they are able to sell directly to the City. The estimated cost of the elevator and components, (bearings, rollers & bushings) is \$10,394.56 (inclusive of all parts, taxes, freight, and a 10% contingency). Funding is available in the Solid Waste Operating Budget.

RECOMMENDATION: That the City Council:

1. Authorize the purchase of the sideloader elevator and components from One Source Parts at a cost not to exceed \$10,394.56 (inclusive of all parts, taxes, freight, and a 10% contingency); and
2. Authorize payment upon receipt of parts.

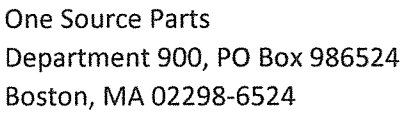
ATTACHMENTS: 1. One Source Parts Quote

Appropriated/Funded:

Review By:

Department Director:
Michael Knight, Assistant City Manager

Final Approver: Patrice Hildreth, City Manager



Quote #1023205
(877) 884-7662

DESCRIPTION		AMOUNT
	111-01 - Elevator Housing Assy (ASL)	\$4,640.57
	TI-005 - Elevator/Carriage Roller (Qty 7 @ \$163.02 ea)	\$1,141.14
	111-02 - Elevator/Rail Roller Pin (Qty 7 @ \$27.56 ea)	\$192.91
	TM-004 - Elevator Set Screw (Qty 14 @ \$3.89 ea)	\$54.45
	TM-009 - Roller Alignment Screw (Qty 14 @ \$2.75 ez)	\$38.44
	HC-226 - ASL Elevator Cylinder	\$1,764.62
	TM-024 - Main Pivot Bushing (Qty 2 @ \$162.57 ea)	\$325.15
	Freight	\$492.24
	SUBTOTAL	\$8,649.52
September 4, 2024	TAX RATE	9.25%
Valid for 60 days	SALES TAX	\$800.08
	OTHER	
	TOTAL	\$ 9,449.60



CITY COUNCIL AGENDA – SEPTEMBER 17, 2024

SUBJECT: Renewal of Public Safety Dell Server Warranties

SOURCE: Police

COMMENT: At the March 5, 2019, City Council meeting, the Police Department was authorized to upgrade its Communications Center with the Motorola Solutions Spillman Flex Computer Aided Dispatch system. This upgrade included two Dell PowerEdge R640 servers that host the dispatch system. Currently, these servers are protected under a 5-year Dell ProSupport 4-Hour 7x24 Onsite Service warranty, which is set to expire this year.

To ensure continued support, we recommend extending this warranty for an additional two years at a cost of \$6,634.12, plus the applicable sales tax. The requested warranty extension will provide ongoing access to Dell's ProSupport, which includes on-site technician services and rapid delivery of replacement parts within 4 hours, 24/7, including most holidays. This swift response is essential for minimizing downtime and ensuring the reliability of one of our city's critical services.

Staff obtained quotes from the following vendors:

Vendor	Price
Dell Technologies	\$6,634.12
StrictlyTech	\$6,726.07
Southern Computer Warehouse	\$6,824.06

Based on the quotes provided, staff is requesting to purchase the Dell ProSupport warranty extension directly from Dell Technologies for two servers at the cost of \$6,634.12, plus applicable sales tax. Funding for this warranty extension is available within the Police Department's General Fund, Measure H, and Measure I budgets.

RECOMMENDATION: That the City Council authorize the purchase of two Dell ProSupport 4-Hour 7x24 Onsite Service warranties for \$6,634.12, plus applicable sales tax.

ATTACHMENTS:

1. DELL - US_Quote_3000178609377_4
2. StrictlyTech - 28316-Q7183531-135052-Robert Campos
3. SCW - Quote 1837468

Appropriated/Funded:

Review By:

Department Director:
Jake Castellow, Chief of Police

Final Approver: Patrice Hildreth, City Manager



Your quote is ready for purchase.

Complete the purchase of your personalized quote through our secure online checkout before the quote expires on **Jun. 02, 2025**.

You can download a copy of this quote during checkout.

[Place your order](#)

Quote No.	3000178609377.4	Sales Rep	Abdul Augusto
Total	\$6,634.12	Phone	(800) 456-3355, 6181696
Customer #	4023319	Email	Abdul_Augusto@Dell.com
Quoted On	Jul. 30, 2024	Billing To	ACCOUNTS PAYABLE
Expires by	Jun. 02, 2025		CITY OF PORTERVILLE
Contract Name	Dell NASPO Computer		291 N MAIN ST
Contract Code	Equipment PA - California		PORTERVILLE, CA 93257-3737
Contract Code	C000001115143		
Customer Agreement #	23026 / 7-23-70-55-01		

Message from your Sales Rep

Please use the Order button to securely place the order with your preferred payment method online. You may contact your Dell sales team if you have any questions. Thank you for shopping with Dell.

Regards,
Abdul Augusto

Shipping Group

Shipping To

IT DIV
CITY OF PORTERVILLE
291 NORTH MAIN ST
PORTERVILLE, CA 93257-3737
(559) 791-7777

Product	Subtotal
PowerEdge R640 Upgrades and Extensions	\$6,634.12
Service Tag: F62ZNY2	
Service Description: ProSupport 4-Hour 7x24 Onsite Service	
Service Contract: Aug. 16, 2024 - Aug. 15, 2026	
Service Tag: F630PY2	
Service Description: ProSupport 4-Hour 7x24 Onsite Service	
Service Contract: Aug. 16, 2024 - Aug. 15, 2026	
Service Tag: F62ZNY2	
Service Description: ProSupport 4-Hour 7x24 Technical Support and Assistance	
Service Contract: Aug. 16, 2024 - Aug. 15, 2026	

Service Tag: F630PY2
Service Description: ProSupport 4-Hour 7x24 Technical Support and Assistance
Service Contract: Aug. 16, 2024 - Aug. 15, 2026

	Subtotal:	\$6,634.12
	Shipping & Handling:	\$0.00
	Estimated Tax:	\$0.00
	Total:	\$6,634.12

PowerEdge R640 Upgrades and Extensions		Unit Price	Quantity	Subtotal
Estimated delivery if purchased today: Aug. 02, 2024 Contract # C000001115143 Customer Agreement # 23026 / 7-23-70-55-01		\$6,634.12	1	\$6,634.12
Description	SKU	Unit Price	Quantity	Subtotal
ProSupport 4-Hour 7x24 Onsite Service	885-5841	-	1	-
ProSupport 4-Hour 7x24 Technical Support and Assistance	885-5843	-	1	-
		Subtotal:		\$6,634.12
		Shipping:		\$0.00
		Estimated Tax:		\$0.00
		Total:		\$6,634.12

Important Notes

Terms of Sale

This Quote will, if Customer issues a purchase order for the quoted items that is accepted by Supplier, constitute a contract between the entity issuing this Quote ("Supplier") and the entity to whom this Quote was issued ("Customer"). Unless otherwise stated herein, pricing is valid for thirty days from the date of this Quote. All product, pricing and other information is based on the latest information available and is subject to change. Supplier reserves the right to cancel this Quote and Customer purchase orders arising from pricing errors. Taxes and/or freight charges listed on this Quote are only estimates. The final amounts shall be stated on the relevant invoice. Additional freight charges will be applied if Customer requests expedited shipping. Please indicate any tax exemption status on your purchase order and send your tax exemption certificate to Tax_Department@dell.com or ARSalesTax@emc.com, as applicable.

Governing Terms: This Quote is subject to: (a) a separate written agreement between Customer or Customer's affiliate and Supplier or a Supplier's affiliate to the extent that it expressly applies to the products and/or services in this Quote or, to the extent there is no such agreement, to the applicable set of Dell's Terms of Sale (available at www.dell.com/terms or www.dell.com/oemterms), or for cloud/as-a-Service offerings, the applicable cloud terms of service (identified on the Offer Specific Terms referenced below); and (b) the terms referenced herein (collectively, the "Governing Terms"). Different Governing Terms may apply to different products and services on this Quote. The Governing Terms apply to the exclusion of all terms and conditions incorporated in or referred to in any documentation submitted by Customer to Supplier.

Supplier Software Licenses and Services Descriptions: Customer's use of any Supplier software is subject to the license terms accompanying the software, or in the absence of accompanying terms, the applicable terms posted on www.Dell.com/eula. Descriptions and terms for Supplier-branded standard services are stated at www.dell.com/servicecontracts/global or for certain infrastructure products at www.dell.com/en-us/customer-services/product-warranty-and-service-descriptions.htm.

Offer-Specific, Third Party and Program Specific Terms: Customer's use of third-party software is subject to the license terms that accompany the software. Certain Supplier-branded and third-party products and services listed on this Quote are subject to additional, specific terms stated on www.dell.com/offeringsspecificterms ("Offer Specific Terms").

In case of Resale only: Should Customer procure any products or services for resale, whether on standalone basis or as part of a solution, Customer shall include the applicable software license terms, services terms, and/or offer-specific terms in a written agreement with the end-user and provide written evidence of doing so upon receipt of request from Supplier.

In case of Financing only: If Customer intends to enter into a financing arrangement ("Financing Agreement") for the products and/or services on this Quote with Dell Financial Services LLC or other funding source pre-approved by Supplier ("FS"), Customer may issue its purchase order to Supplier or to FS. If issued to FS, Supplier will fulfill and invoice FS upon confirmation that: (a) FS intends to enter into a Financing Agreement with Customer for this order; and (b) FS agrees to procure these items from Supplier. Notwithstanding the Financing Agreement, Customer's use (and Customer's resale of and the end-user's use) of these items in the order is subject to the applicable governing agreement between Customer and Supplier, except that title shall transfer from Supplier to FS instead of to Customer. If FS notifies Supplier after shipment that Customer is no longer pursuing a Financing Agreement for these items, or if Customer fails to enter into such Financing Agreement within 120 days after shipment by Supplier, Customer shall promptly pay the Supplier invoice amounts directly to Supplier.

Customer represents that this transaction does not involve: (a) use of U.S. Government funds; (b) use by or resale to the U.S. Government; or (c) maintenance and support of the product(s) listed in this document within classified spaces. Customer further represents that this transaction does not require Supplier's compliance with any statute, regulation or information technology standard applicable to a U.S. Government procurement.

For certain products shipped to end users in California, a State Environmental Fee will be applied to Customer's invoice. Supplier encourages customers to dispose of electronic equipment properly.

Electronically linked terms and descriptions are available in hard copy upon request.

Commercial Warranty Subscription Customers: By accepting your order confirmation, you are opting in to a recurring subscription for the services listed and allowing Dell to charge your payment method on file either monthly, quarterly or annually based on the selection in this order for the duration of the committed period. Dell has the right to charge an Early Termination Fee (ETF) if cancelled prior to the committed period.

Other Subscription Customers: By accepting your order confirmation, you are opting into a subscription for the services listed and are allowing Dell to charge your payment method on file on a recurring basis. See the offer specific Terms and Conditions for details.

Commercial: <https://www.dell.com/learn/us/en/uscop1/commercial-sector-auto-renewal-terms>

You may opt out of automatic renewal at any time through the web portal used to manage your subscription. You may update payment and billing information through the [Dell Digital Locker](#).



2300 NW 55th Court, Suite 110,
Fort Lauderdale, FL 33309
Phone: 954-606-5440 Fax: 954-606-5441

Quotation

Number: **28316**

Date: **08/23/2024**

Quote prepared for: **Robert Campos**

Bill To:
City of Porterville CA
Robert Campos
291 North Main Street
Porterville, CA 93257
Phone: (559)782-7432
Email: rcampos@ci.porterville.ca.us

Ship To:
City of Porterville CA
Robert Campos
291 North Main Street
Porterville, CA 93257

Item #	Mfr. Part	Product Image	Description	Price	Qty.	Extended
*1	862-BMDP		ProSupport with 4-Hour Onsite Service Reinstate - Serial # F62ZNY2 8/25/2024 8/15/2026 Mfr:	\$ 3,363.04	1	\$ 3,363.04
*2	862-BMDP		ProSupport with 4-Hour Onsite Service Reinstate - Serial # F630PY2 8/25/2024 8/15/2026 Mfr:	\$ 3,363.03	1	\$ 3,363.03
2 item(s)				Sub-Total		\$ 6,726.07
				Tax @ 0%		\$ 0.00
				Freight		\$ 0.00
				Total		\$ 6,726.07
(*) Tax exempted Part(s)						

Quote Valid Until: 09/22/2024

Payment Details

Pay by: Company PO
Payment Term: Net 30

Shipping and Delivery Details

Shipping via: FEDEX Ground

CAGE: 70BA0
DUNS: 078817964
FEIN: 46-2619818
Woman-Owned Small Business (WOSB)
Primary NAICS: 541519, 334111
Unique Entity ID (SAM): DEGDRGZ32898



Terms and Conditions

Prepared by: **Brandon Cullen**

Email: **brandonc@strictlytech.com**

Phone: **954-606-5440**

Mobile: **304-240-9918**

**Southern Computer Warehouse**

1395 S. Marietta Parkway
Building 300
Marietta, Georgia 30067
United States
<http://www.scw.com>
(P) 877-GOTOSCW
(F) 770.579.8937

Quote (Open)**Date**

Aug 22, 2024 01:07 PM EDT

Modified Date

Aug 22, 2024 01:12 PM EDT

Quote #

1837468 - rev 1 of 1

Description

Server Warranty Renewal

SalesRep

Ortiz, Andres
(P) 877-GOTOSCW ext. 320

Customer Contact

Campos, Robert
(P) (559) 782-7432
rcampos@ci.porterville.ca.us

Customer

City of Porterville CA (CO36053)
Campos, Robert
291 North Main Street
Porterville, CA 93257
United States

Bill To

City of Porterville CA
Payable, Accounts
291 N Main St
Porterville, CA 93257
United States

Ship To

City of Porterville CA
PO, REF
291 N Main St
Porterville, CA 93257
United States

Customer PO:	Terms: Undefined	Ship Via: GROUND
Special Instructions:		Carrier Account #:

#	Image	Description	Part #	Tax	Qty	Unit Price	Total
1		Dell - ProSupport with 4-Hour Onsite Service Reinstatement	862-BMDP	No	2	\$3,412.03	\$6,824.06
Note: No Reinstatement Fee Period: Aug. 22, 2024 - Aug. 15, 2026 Assets: F630PY2, F62ZNY2							
Contract							
Open Market - Open Market							

Quote valid for 30 days unless formal bid provides different term. Promotional pricing is valid only during term of promotion and while supplies last. All returns must be authorized and clearly marked with a valid RMA number. RMA's are subject to restock fees when applicable.

These prices may not include applicable taxes, insurance, shipping, delivery, setup fees, or any cables or cabling services or material unless specifically listed above. Please note that expedited shipping charges are estimated, and could decrease or increase when invoiced. All prices are subject to change without notice. Supply subject to availability.



Subtotal: \$6,824.06
Tax (9.2500%): \$0.00
Shipping: \$0.00
Total: \$6,824.06



CITY COUNCIL AGENDA – SEPTEMBER 17, 2024

SUBJECT: Authorization to Distribute Request for Proposals - Purchase of Truck for Encampment Abatement Activities

SOURCE: Parks and Leisure Services

COMMENT: During its adoption of the Fiscal Year 2024/25 budget, the City Council authorized staff to initiate an encampment abatement program administered by the City. The authorization included hiring one full-time Encampment Maintenance Worker, four part-time Encampment Maintenance Workers, and purchasing the necessary equipment to perform the related duties. One of those duties includes clean-up, transportation, and disposal of waste to properly clean and clear the encampment sites. Another duty includes removing and disposing of vegetation, in order to gain access to encampment sites, and raising trees and shrubbery to allow better visibility of sites during post-encampment removal.

Encampment vehicles travel through rugged terrain at times in route to encampment sites. Thus, one key asset to perform these encampment-related duties is a four-wheel drive truck, which was an item accounted for in the initial encampment budget, to be purchased. Features of the truck needed to satisfy performance measures include for it to be a four-wheel drive, have a V8 engine to tow a trailer, and for it to have a crew cab to haul multiple staff. In order for the truck purchase to be paid for from ARPA funds, a Request for Proposals process must be adhered to.

RECOMMENDATION: That the City Council authorize staff to distribute Request for Proposals for the purchase of a truck for the encampment abatement activities associated with enforcement of Ordinance 1905 to regulate unsafe camping.

ATTACHMENTS: 1. Draft RFP Encampment Program Truck

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
PURCHASE OF TRUCK FOR ENCAMPMENT PROGRAM
RFP No. 24/25-XXXXXXX

The City of Porterville, (hereinafter "City") is initiating this Request for Proposals (RFP) to solicit Proposals from businesses that are qualified to provide a bid on the basis of the truck meeting all necessary specifications, 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 purchase the truck from for the City of Porterville. 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, October 18, 2024

Addressed to: City of Porterville
Parks and Leisure Services Department
Attention: Donnie Moore
parks_leisure@ci.porterville.ca.us

Email Subject: RFP No. 24/25-XXXXX Encampment Program Truck

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, October 16, 2024.

The City of Porterville is an Equal Opportunity Employer.

I. INTRODUCTION

City, through its Parks Department, is initiating this RFP to solicit Proposals from businesses that are qualified to provide a bid on the basis of the truck meeting all necessary specifications, 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 business 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. BIDS

All bids are to be compared on the basis of the vehicles meeting ALL necessary specifications. The City reserves the right to reject any and all bids or to waive any irregularities or informalities in any bid or in the bidding. Failure on the part of the bidder to comply with all requirements and conditions of the invitations for bid may subject their bid to rejection. No exception or deviation from these specifications will be considered unless each exception or deviation is specifically stated by the bidder as an exception and/or deviation. If bid is based on a cooperative agreement, include entity and contract number.

III. AWARD OF CONTRACT

The City reserves the right to award the bid to a bidder other than the low bidder if it is deemed to be in the best interest of the City. Consideration will be given, but not necessarily restricted to, price, terms, delivery, and prior performance, availability of parts and service, and warranty period.

IV. DESCRIPTION OF VEHICLE

Bids shall only include: (a) new, current model year or later, and unused, or are the manufacturer's model in current production; (b) complete and standard in all respects; (c) fully assembled; (d) suitable for the intended purposes; and (e) shall not have been used for demonstration purposes.

Truck to include the following:

- Year- 2024 new
- Vehicle size – half ton
- Drive train- 4x4
- Engine- V8
- Fuel type- gasoline
- Transmission- automatic
- Cab type- crew cab
- Color- white

V. WARRANTY

In no event will a full warranty term of less than 12 months be considered. The purchase option of additional warranty coverage is required. The successful bidder shall furnish the City with a properly prepared and signed warranty prior to City acceptance of the delivered vehicles. The warranty shall guarantee the material and workmanship, and that the vehicles are properly designed and constructed

to perform as intended. All materials, parts, labor, assemblies, and components shall be subject to the warranty conditions and terms, unless specifically exempted in writing and agreed to by the City.

VI. SAFETY/REGISTRATION

Vehicles shall be equipped to comply with all requirements of the State of California, Division of Industrial Safety, OSHA, and all other regulatory agencies affecting the final use of the vehicles.

VII. PAYMENT

The full contract price will be paid within 30 days following final acceptance by the City and receipt of a properly completed invoice.

VIII. 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.

IX. 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.

X. QUESTION DEADLINE

Questions regarding this project are due no later than **Wednesday, October 16, 2024**, through <https://www.publicpurchase.com>.

XI. RESPONSE DATE

All Proposals shall be received by the City of Porterville by 5:00 p.m. PST on Friday, October 18, 2024.

XII. 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 via Public Purchase's website, or submitted by email in a PDF format to parks_leisure@ci.porterville.ca.us.

XIII. RESPONSIBILITIES OF SELECTED BUSINESS

The selected business 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 business to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract.

XIV. EQUAL OPPORTUNITY AFFIRMATIVE ACTION

The selected business shall adhere to all federal and state regulations in respect to equal opportunity, affirmative action and minority representations. Minority businesses 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.

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. 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 selling similar trucks.
- E. References:** Ability to provide references for the City's review.



CITY COUNCIL AGENDA – SEPTEMBER 17, 2024

SUBJECT: Authorization to Distribute a Request for Proposals (RFP) for Architectural and Engineering Design and Support Services for a Zero-Emission Maintenance Facility

SOURCE: Public Works

COMMENT: The purpose of this report is to seek City Council authorization to distribute a Request for Proposals (RFP) to secure Architectural and Engineering (A&E) Design and Support Services for the development of a Zero-Emission Maintenance Facility.

As the City continues its commitment to sustainability and reducing greenhouse gas emissions, the transition to zero-emission vehicles within the City's fleet is a critical component of our environmental strategy. The construction of a Zero-Emission Maintenance Facility is a key step in supporting this transition, providing the necessary infrastructure to maintain and service electric vehicles and other zero-emission technologies.

To proceed with this project, the City requires the expertise of qualified architectural and engineering firms to provide design and support services. These services will include, but are not limited to, the conceptual and final design of the facility, preparation of construction documents, cost estimating, construction support, and the preparation of required environmental documents, including compliance with the California Environmental Quality Act (CEQA) and the National Environmental Policy Act (NEPA).

The RFP will invite qualified firms to submit proposals detailing their experience, qualifications, and approach to providing the required services. The selected firm will work closely with City staff to ensure the facility meets operational needs, regulatory requirements, and sustainability goals.

The design of the Zero-Emission Maintenance Facility will emphasize sustainability by integrating green building practices and energy-efficient technologies. Functionality will be a priority, with design elements tailored to the specific needs of zero-emission vehicles. Additionally, the facility will be designed with scalability in mind, ensuring flexibility to accommodate future growth and advances in technology. Compliance with all relevant local, state, and federal regulations, including the preparation and submission of CEQA and NEPA documentation, will be mandatory.

The engineer's estimate for the project is \$1,500,000, covering the anticipated costs of design and environmental documentation. At its Board Meeting on

Item No. 6.

August 19, 2024, the Tulare County Association of Governments (TCAG) approved a resolution adopting the attached Revised SB 125 Project List, which identified the City of Porterville receiving \$9,000,000 for this project. This funding will significantly contribute to the realization of the Zero-Emission Maintenance Facility.

The RFP process will follow the City's standard procurement procedures, ensuring a fair and transparent selection process.

Funding for this project will be provided through California Senate Bill 125 (SB 125) and the \$9,000,000 allocated by the Tulare County Association of Governments (TCAG) as per the Revised SB 1125 Project List. These funds will cover the costs associated with the A&E services, environmental documentation, and other project-related expenses. The final contract award will be presented to the City Council for approval. The negotiated contract will be brought back to the City Council for final approval.

RECOMMENDATION: That the City Council:

1. Approve the draft Request for Proposals;
2. Authorize the distribution of a Request for Proposals (RFP) to provide Architectural and Engineering Design and Support Services for a Zero-Emission Maintenance Facility, including the preparation of all required environmental documents such as CEQA and NEPA; and
3. Authorize staff to negotiate with the most responsive and responsible Proposer who has demonstrated the ability to perform the project in an acceptable manner and is most advantageous to the City.

ATTACHMENTS: 1. TCAG SB125 Project List
 2. Draft Request for Proposals

Appropriated/Funded:

Review By:

Department Director:
Richard Tree, Director of Transportation

Final Approver: Patrice Hildreth, City Manager

DRAFT TCAG - SB 125 - Amendment No 1

		Allocation		
	TIRCP	\$ 48,671,620	87%	
	ZETCP	\$ 7,372,833	13%	
		\$ 56,044,453		
			TCAG	\$ 9,743,358
				\$ 46,301,095
Project	Cost			Balance
Lindsay Transfer Center Cost Increase	\$ 2,000,000		VT	\$ 19,311,832 42%
Farmersville Transfer Center Cost Increase	\$ 500,000		TCRTA	\$ 17,989,263 39%
VT - Charging Infrastructure/ On Demand ZE Vans/Sedans	\$ 8,628,262		PT	\$ 9,000,000 19%
TCRTA - Charging Infrastructure (Transit Centers)				\$ 56,044,453
Maintenance Facility Improvements	\$ 9,257,702			\$ - Balance
TCRTA - New Porterville ZE Maintenance Facility	\$ 9,000,000			
TCRTA - On Demand ZE Vans (19)	\$ 2,800,000			
VT - ZE Replacement Buses (5)	\$ 7,372,833			
TCAG Admin (0.5%)	\$ 243,358			
Cross Valley Express Bus Operations - 3 Year Pilot	\$ 7,000,000			
VT - Microtransit Operations - 3 Year Pilot	\$ 3,310,737			
TCRTA - Microtransit Operations - 2 Year Pilot	\$ 5,931,560			
	\$ 56,044,453			
	\$ -			Balance
New Projects				
Adjusted Projects				



**CITY OF PORTERVILLE
REQUEST FOR PROPOSALS NO. XXXXX
ZERO-EMISSION MAINTENANCE FACILITY DESIGN**



September 24, 2024

The City of Porterville does not discriminate on the basis of race, gender, ethnicity, age, national origin, religion or disability in its employment opportunities, programs, services, contracting opportunities or activities. It is the City's policy to ensure compliance with the Title VI of the Civil Rights Act of 1964 in its contracting opportunities.

The City of Porterville reserves the right to reject any or all proposals.



**CITY OF PORTERVILLE, CALIFORNIA
REQUEST FOR PROPOSALS (RFP) NO.
ZERO-EMISSION MAINTENANCE FACILITY DESIGN**

PROPOSALS will be received by the Transportation Department until 2:00 P.M. on Thursday, October 24, 2024, to provide California licensed Architectural and Engineering Design and Support Services for a Zero-Emission Maintenance Facility. **Proposals must be submitted through the Public Purchase website.**

The awarded Proposer will be responsible for adherence to all local, state, and federal requirements listed herein. These requirements are hereby incorporated into the subsequent contract arising from this RFP.

Proposal forms and documents may be inspected and electronically downloaded at no cost, at the Public Purchase website, www.publicpurchase.com. No copies of said documents will be provided by the City. No proposal shall be received from an individual or firm that has not accessed the proposal documents from the Public Purchase website. In order to view bid information, vendors must properly register and complete their Public Purchase account with the City of Porterville. To register your account with the City, select the "Tools" menu and select the "Agencies" option. Search for the City of Porterville and select "Register." You will then be prompted to complete the registration process. It could take up to 24 hours for your account to become active.

The City has not established a DBE goal for this Contract. However, proposers are encouraged to obtain DBE participation for this contract. The City of Porterville overall DBE goal is 1% of total contracts (including subcontracts) awarded.

Individuals and/or entities submitting bids/proposals to the City of Porterville will not be discriminated against on the basis of race, religious creed, color, national origin, ancestry, physical or mental disability, medical condition, genetic information, marital status, gender, gender identity or expression, age, sexual orientation, or military or veteran status in any consideration leading to the award of contract.

The right is reserved by the City of Porterville to reject any or all proposals, to waive any irregularities or informalities not affected by law, to evaluate the proposals submitted and to award the contract according to the proposal which best serves the interests of said City.

Publication Dates:

September 24, 2024

Table of Contents

Solicitation Instructions and Conditions.....	5
1. RFP/Agreement Schedule.....	5
2. Background	5
3. Knowledge of Conditions.....	6
4. Omission.....	6
5. Communications to City	6
6. Pre-Bid Meeting	6
7. Request for Clarifications/Questions	7
8. DBE Participation Goals	7
9. Non-Solicitation of the City	7
10. Proposal Preparation	8
11. Proposal Requirements.....	8
12. Proposer’s Licensing Requirements.....	9
13. Minimum Qualifications.....	9
14. Submission of Proposal.....	9
15. Proposal Modification or Withdrawal	10
16. Validity/Terms of Proposals.....	10
17. Revisions and Amendments to the Proposal.....	10
18. Proposal Rejection	10
19. Protest Procedures	11
20. Review of Proposals	11
21. Scoring Criteria.....	12
22. Award.....	12
23. Next Most Advantageous Bid	13
24. The Public Records Act and Trade Secret Information.....	13
25. Proposer Affirmation.....	13
SCOPE OF WORK.....	15
Project Description and Statement of Purpose	15
Project Scope Elements	16
Exhibit B – Required Forms	31
Exhibit C – Sample Professional Services Agreement.....	35

Solicitation Instructions and Conditions

1. RFP/Agreement Schedule

Event	Date of Event
RFP Available to the public	September 24, 2024
Informational Proposer Conference and Facility Tour	N/A
Deadline to submit questions	October 8, 2024
Proposal submittal deadline @ 2:00 pm PST	October 24, 2024
Short list established and vendors notified	November 1, 2024
Interviews/Presentation with short-listed vendors (if required)	November 7, 2024
Award of Contract @ City Council Meeting	November 19, 2024
Contract Begins	December 1, 2024

2. Background

The City of Porterville (“CITY”) is located in Tulare County, which is part of the Central San Joaquin Valley of California. The San Joaquin Valley is a rich agricultural area and Tulare County is recognized as the largest agricultural-producing county in the world.

Porterville has a land area of approximately 14.3 square miles (9,161 acres), situated at the base of the foothills of the Sierra Nevada Mountain Range. It is approximately 30 miles southeast of Visalia (the County seat); 60 miles northeast of Bakersfield, 165 miles northeast of Los Angeles, and 254 miles southeast of San Francisco. State Routes 65 and 190 bisect the community. The City's sphere of influence includes rural areas surrounding the incorporated city and an urban area known as East Porterville.

The Porterville City Council is the policy-making body for the City of Porterville’s Transportation Department. It adopts the Short-Range Transit Plan, and through the annual budgetary process, establishes operational and funding levels for the system. The City Council also sets operational policies and parameters.

Management of the City’s public transportation system, referred to as Porterville Transit, is an integrated function of the City of Porterville. The Transportation department is responsible for the overall management of the service. The City is also responsible for the maintenance of the transit fleet, through its Field Services Division.

The City outsources, to a private contractor, to perform daily operations of Porterville Transit. The Director of Transportation is responsible for the overall administration, planning, monitoring, and marketing of the system. The Director of Transportation also acts as a liaison to the Tulare County Association of Governments (TCAG), the California Department of Transportation (Caltrans) and the Federal Transit Administration (FTA). The contracted local General Manager is responsible for the day-to-day operations management; the hiring, testing, training and supervision of all drivers and dispatch staff; fare collection; reporting; ridership data collection; and the operation of

Porterville Transit vehicles in accordance with City policy and all State and Federal regulations. The County of Tulare contracts with the City of Porterville to provide transit service to unincorporated areas surrounding Porterville. The County reimburses the City for service provided to County residents using Local Transportation Funds (LTF).

Porterville Transit provides an array of transportation services in the form of fixed route bus services, ADA complementary paratransit, and innovative On-Demand services.

3. Knowledge of Conditions

Any person (“Proposer”) submitting a Proposal (“Proposal”) in response to this Request for Proposals (“RFP”) shall examine the Scope of Work carefully and be informed thoroughly regarding any and all conditions and requirements that may in any manner affect the work to be performed under the contract to the awarded under this RFP (the “Contract”). No allowances shall be made because of lack of knowledge of any specifications, conditions, or requirements of this RFP.

4. Omission

Notwithstanding the provision of drawings, technical specifications, or other data by the City, Bidders shall have the responsibility of supplying all details required to make an accurate offer of services even though such details may not be specifically mentioned in the scope of work or elsewhere in this RFP.

5. Communications to City

All questions pertaining to this RFP, or any matters relating thereto the Scope of Work, or any questions pertaining to the RFP or RFP documents, shall be in writing and shall be submitted only through the Public Purchase website. Communications sent to any other person at the City or at any other address may, in the City’s sole discretion, be deemed to be "non-responsive" and the City in its discretion may elect to disregard any such questions. The City shall not respond to oral inquiries, and oral statements of any nature by the City or any of its representatives may not be relied upon for any purpose whatsoever.

In order to receive bid notifications and view bid information, vendors must properly register and complete their Public Purchase account with the City of Porterville. To register your account with the City, select the “Tools” menu and select the “Agencies” option. Search for the City of Porterville and select “Register.” You will then be prompted to complete the registration process. It could take up to 24 hours for your account to become active.

6. Pre-Bid Meeting

Not Applicable

7. Request for Clarifications/Questions

All questions from any Proposers regarding the RFP or matters relating thereto shall be submitted to the City in writing no later than October 8, 2024. Each question shall identify the section number in this RFP for which clarification is being requested. The City shall respond via an Addendum to all properly submitted questions at least five (5) business days prior to the date that Proposals are due. The Addendum will be posted on the Public Purchase website. All such questions shall be submitted on the Public Purchase website.

8. DBE Participation Goals

If a DBE participation goal has been established for the RFP, Proposers must meet one (1) of the following criteria to be considered for the Contract:

A. Achieve the DBE participation goal as specified;

OR

B. Submit documentation detailing its good faith efforts.

If a DBE participation goal has not been established for this project, Proposers are encouraged to make every attempt to secure a level of DBE participation that contributes toward the achievement of the City's overall DBE goal of 3.6%. When a goal has been established, the failure of the Proposer to either meet the participation goal or submit satisfactory evidence of good faith efforts may result in the Proposal being rejected as non-responsive.

9. Non-Solicitation of the City

During the period from the date of this RFP, through the period that the Porterville City Council approves the award of a Contract (including any period during which a procurement protest ("Protest") has been filed and is pending), Proposers may not directly or indirectly contact any City Council Member, any City employee, or the City's legal counsel regarding this RFP except for questions directed to the City as expressly provided in **Section 5** above or except as expressly authorized under the Protest procedure set forth in **Section 15**. Any prohibited contact may result in the immediate disqualification of the Proposer from consideration for the award of the Contract and the rejection of any Protest.

Additionally, Proposers are hereby advised as follows:

Respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the 72-hour period following the agency posting the notice of intended award, excluding Saturdays, Sundays, and state holidays, any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the procurement officer or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response.

10. Proposal Preparation

Each Proposal shall be made only on this RFP. Each Proposal shall include the RFP number, title, and due date on the Proposal cover page, and shall be in the form of Portable Document Format (PDF) (Proposal Format)

The Proposer shall include in its proposal, at a minimum, the following information presented in a clear and concise format, in order to demonstrate the Proposer's competence and professional qualifications for the satisfactory performance of the services outlines in the "Scope of Work" of this Request for Proposals.

- 1) A list of the most recent projects for which the Proposer has performed similar services of similar size, scope, and complexity. This list shall include the name, contact person, address, and phone number of each party for whom the service was provided, as well as a description of the service performed, the dollar amount of the contract, and the date of performance.
- 2) A list of the Proposer's principals, employees, agents, and subconsultants which the Proposer anticipates assigning to this Project. This list shall include a summary of the qualifications, licenses, and experience of each individual; the approximate number of hours each will devote to the Project; and the type of work to be performed by each individual. The CITY will retain under its agreement with the successful Proposer the right of approval of all persons performing under the agreement.
- 3) A detailed description of the methods by which the Proposer intends to perform the work set forth in the Scope of Work. The description shall include, at a minimum, the following items:

11. Proposal Requirements

Proposals should include the following:

- A cover letter summarizing the firm's qualifications and experience.
- A detailed approach to the project, including methodology, project management strategies, and quality control measures.
- Resumes of key personnel who will be assigned to the project, including their relevant experience.
- Examples of similar projects completed by the firm, including references.
- A detailed fee proposal, including a breakdown of costs for each phase of the project.
- A proposed project schedule, including key milestones and deliverables.

12. Proposer's Licensing Requirements

All personnel designated to work on this Project must possess valid licensing with all authorities having jurisdiction throughout the entirety of the Project. The performance specifications and any plans shall be prepared by a design professional (architect and engineer) who is duly licensed and registered in California. Proposers shall be licensed as an Architect or Engineer in accordance with California Business and Professions Code §§ (6700 – 6799) the laws of the State of California, County of Tulare, and City of Porterville.

Furthermore, the Proposing Company shall ensure that any and all sub-contractors fully comply with any other appropriate licensing requirements. The Proposing Company certifies that all information provided and representations made in the Proposal are true and correct, and made under penalty of perjury. Failure to provide the information requested on any certification forms or elsewhere as part of the Proposal may be cause for rejection of the Proposal.

13. Minimum Qualifications

To be considered responsive to the RFP, firms must demonstrate that they meet the following minimum qualifications by providing a thorough response and verifiable evidence of compliance. Non-compliance with these requirements may disqualify the Proposal from further consideration.

- A. The performance specifications and any plans shall be prepared by a design professional (architect and engineer) who is duly licensed and registered in California.
- B. Firm has not defaulted on a contract within the past five (5) years or declared bankruptcy or been placed in receivership or been denied credit within the past three (3) years.
- C. Firm has not been assessed any penalties for non-compliance with any federal, state, local, city, or county labor laws and/or regulations within the past five (5) years.
- D. Firm is currently not under investigation for any charge or claim for noncompliance with any federal, state, local, city, or county labor laws and/or regulations including, without limitation prevailing wage laws and apprenticeship laws.
- E. Firm must have a minimum of ten (10) years' experience and a demonstrated track record of quality work, knowledge, skills, and abilities in A&E services for designing public transit facilities preferably in an environment of similar size and scope as defined in this solicitation.
- F. Licensed to do business in the State of California.

14. Submission of Proposal

Submit Proposal as a consolidated Portable Document Format (PDF) document to the Public Purchase website. Your Proposal must be received by CITY no later than until 2:00 P.M. on Thursday, October 24, 2024

15. Proposal Modification or Withdrawal

Prior to the date and time set for the receipt of Proposals, a Proposal may be modified or withdrawn by the Proposer. All such modifications shall be made in writing, any request to withdraw a Proposal shall be in writing and received by CITY (in the same manner as the Bid was submitted) by no later than the deadline date and time set forth for the receipt of Proposal. If timely received, CITY shall discard Proposal, to the Proposer, with the Proposer's consent. If a modification is timely received by CITY prior to the date and time set for the receipt of Proposals, then that modification shall be considered by CITY as a part of the original Proposal.

16. Validity/Terms of Proposals

Proposals shall be valid for not less than one hundred and eighty (180) days after the due date and time for the receipt of Proposals. In the event of a Protest, the one hundred and eighty (180) day period shall be extended, and the Proposals shall remain valid for a period of ninety (90) days after the earlier of (i) the resolution of the Protest, and the posting of said award (see below), and no further Protest. Please see Exhibit P for submission of this requirement.

17. Revisions and Amendments to the Proposal

CITY reserves the right, in its absolute discretion, to revise or amend this RFP, including the Scope of Work, up to the time set for receipt of the Proposals. Any such revision or amendment, if any, notification shall be sent via Public Purchase to all Proposers who have requested a copy of this RFP and furnished CITY with their correct email address. In the event that this RFP is revised or amended within five (5) business days of the date set for opening Proposals, CITY may extend the RFP opening date. The form transmitting the revision or amendment shall be signed by the Proposer, acknowledging its receipt, and copy of the signed document shall be included in the Proposal documents. **Failure to (i) sign the form transmitting the revision or amendment, and (ii) include the signed form in the Proposal may, in CITY's sole and absolute discretion, result in the rejection of the Bid.**

18. Proposal Rejection

CITY may at any time reject any (i) Proposal which CITY deems, in its sole and absolute discretion, to be incomplete, (ii) Proposal which CITY deems, in its sole and absolute discretion, fails to conform to the requirements of this RFP, or (iii) Proposal which CITY deems, in its sole and absolute discretion, takes exception to the Scope of Work. CITY reserves the right in any event to (a) waive any informalities or irregularities in any Proposal which CITY determines, in its sole and absolute discretion, to be minor, or (b) reject all Proposals and resolicit the procurement.

19. Protest Procedures

In the event any person wishes to file a Protest regarding this RFP, such Protest shall be made in accordance with CITY FTA Procurement and Contract Administration Manual (which is available at www.ci.porterville.ca.us), the terms of which are hereby included herein by this reference. CITY reserves the right to modify the terms of the Protest procedure if it determines that such modification is in its best interest. Should there be any dispute between CITY FTA Procurement and Contract Administration Manual and the provisions of this Section, CITY in its discretion shall determine which provision governs.

By way of background, all Bidders understand and agree that the procurement process undertaken by virtue of this RFP is solely for the benefit of CITY, and it is for CITY to determine in its discretion which Proposal CITY desires to accept. CITY has provided for a Protest procedure not to grant any rights to any particular Proposer but, rather, to provide CITY the opportunity to review and examine any information regarding any Proposal which it may not have fully evaluated. Thus, no Proposer has any legal right in connection with any Protest Proceeding and CITY may, in its discretion, determine whether or not to reject any Protest.

In the event a Protest is rejected, the Bidder may appeal the rejection as set forth in CITY FTA Procurement and Administration Manual or herein but, again, said appeal shall be decided by CITY based upon what it determines to be in its best interest. As such, legal concepts (such as the California or Federal Rules of Civil Procedure and the Judicial Rules of Evidence) and other matters which may be applicable to judicial or other proceedings are not applicable to a Protest in accordance with CITY FTA Procurement and Contract Administration Manual. In addition, the appeal process set forth in the CITY FTA Procurement and Contract Administration Manual is exclusive and upon the exhaustion of the appeal, no further appeal may be taken, or separate suit filed against CITY.

By virtue of submitting its Bid, any Protesting Party expressly agrees that its remedies are exclusively limited to the CITY Protest procedure set forth in CITY FTA Procurement and Contract Administration Manual (as the same may be modified hereby) and that there shall be no appeal or litigation resulting from the final award of any Contract by CITY. The foregoing is a material consideration in the consideration by CITY of any Proposal.

20. Review of Proposals

After the proposals are received and opened by the CITY, the CITY shall review and evaluate all proposals for responsiveness to the Request for Proposals to determine whether the Proposer possesses the professional qualifications necessary for the satisfactory performance of the services required. The CITY shall also investigate qualifications of all Proposers to whom the award is contemplated, and the CITY may request clarifications of proposals directly from one or more Proposers. It is anticipated that this review period could last up to approximately thirty (30) days. In reviewing the proposals, the CITY may consider the following:

- 1) The experience and past performance of the Proposer and its agents, employees, and subconsultants in completing the project of a similar type, size, and complexity. The CITY may consider Proposer's timely and accurate completion of similar projects within budget.
- 2) The feasibility of the proposal based upon the performance and cost schedules, and the methodology to be used by the Proposer.
- 3) Proposer's understanding of the work to be completed based upon the clarity of the proposal and responsiveness to this Request for Proposals.
- 4) Proposed budget and timeline to complete the work.
- 5) Any requested changes to the CITY's standard Professional Services Agreement.
- 6) Understanding of community growth and the impacts to community transit.
- 7) Ability to use traffic modeling reports to assist in transit analysis.
- 8) Each Proposer must be an equal opportunity employer and agree to comply with all applicable required Federal clauses.

21. Scoring Criteria

The RFP received by the CITY for the Zero-Emission Maintenance Facility will be scored according to the following criteria:

- (10) Qualifications and experience of the firm and key personnel
- (10) Understanding of the project and proposed approach
- (30) Experience with similar projects, particularly in the design of zero-emission or sustainable facilities
- (20) Quality and completeness of the proposal
- (15) Proposed fee and alignment with the project budget
- (15) Ability to meet the project schedule

22. Award

The Contract may be awarded to the responsive and responsible Proposer whose proposal, in the sole and absolute discretion of CITY, conforms to the Solicitation and is most advantageous to CITY. The Proposer recommended for award must sign a complete Contract prior to final award (which will be based on the sample Contract provided in the Solicitation). The selected Proposer is required to enter into a Contract with CITY in accordance with the terms of its Proposal.

23. Next Most Advantageous Bid

In the event that the selected Proposer fails or refuses to enter into a contract with CITY, then CITY may award the contract to the Proposer who submits a Proposal that CITY determines, in its sole and absolute discretion, is the next most advantageous to CITY. CITY also reserves the right at any time, in its absolute discretion, to cancel the RFP.

24. The Public Records Act and Trade Secret Information

The Proposer is aware and understands that CITY is a public entity and, as such, is subject to the California Records Act. Subject to certain exemptions, Proposals received by CITY are public records and may be subject to disclosure upon the earlier of such time as CITY provides notice of its decision or intended decision to award a contract or thirty (30) days after the date that Proposals are opened. The Proposer is aware of this fact and that it is possible that its Proposal may be disclosed by CITY pursuant to a public records request, particularly if another Proposer files a protest to the procurement.

A Proposer's Proposal may include certain information which the Proposer believes to be a "trade secret." If a Proposer would like CITY to treat such information as confidential, particularly in the event CITY receives a public records request, then the Proposal shall clearly, in bold and large type, identify the specific information which it deems to constitute a trade secret and be confidential. It is unacceptable to CITY for the Proposer to classify, for example, its entire Proposal as trade secret and thus confidential.

In the event CITY receives a request for a copy of a Proposer's Proposal, CITY shall endeavor to notify the Proposer and shall endeavor to comply with the Public Records Law as to what is required to be produced. Absent any clear identification by the Proposer that a portion of its Proposal is a trade secret and is confidential, CITY shall furnish a copy of the Proposal in response to any valid public records request and CITY shall have no liability whatsoever for such disclosure. If the Proposer so identifies a portion of its Proposal as being a trade secret and confidential, or if CITY, in its discretion, determines that a portion of the Proposal is not subject to disclosure and should not be disclosed (such as if the disclosure would compromise CITY security systems), CITY shall endeavor to assert said exemption. In the case of any exemption being asserted by CITY based upon action by the Proposer (e.g., the Proposer asserts that information in its Proposal is a trade secret and, as a result, CITY declines to satisfy a public records request for the portion of the Proposal which has been identified as a trade secret), the Proposer shall indemnify and hold CITY harmless for any claims, expenses, including attorney's fees, that CITY may incur if the person requesting said information pursues its demand that the public record be furnished.

25. Proposer Affirmation

By submitting its Proposal, the Proposer affirms and declares:

1. That the Proposer or its subcontractors have the capability to assure performance of work within the time specified under the Contract.
2. That the Proposer has the capability of providing personnel to satisfy any technical or service problems that may arise during the term of the Contract.
3. That the Proposer has the necessary labor, tools, and financial resources to complete the Contract in a satisfactory manner and within the required time.
4. That no other person, firm or corporation has any interest in its Proposal, or the Contract proposed.
5. That the Proposer has not divulged to, discussed, or compared its Proposal with other Proposers and has not colluded with any other Proposers or parties to a Proposal whatsoever. (NOTE: No premiums, rebates, or gratuities are permitted either with, prior to, or after any delivery of goods or services.) Any such violation shall result in the cancellation and/or return of goods or services (as applicable) and the removal of the offending vendor from Proposal List(s).
6. That the Proposer and its subcontractor are not currently in arrears to CITY and have not defaulted, as a surety or otherwise, under any obligation to CITY.
7. That the Proposer is not on the Comptroller General's list of ineligible contractors.
8. That, if awarded the Contract, the Proposer shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, creed, age, disability, or national origin.

SCOPE OF WORK

The City of Porterville is seeking proposals from qualified California licensed architectural and engineering firms to provide comprehensive design and support services for the development of a Zero-Emission Maintenance Facility. This facility will support the City's growing fleet of zero-emission vehicles and contribute to our sustainability goals. The selected firm will be responsible for delivering a fully functional facility that meets all regulatory requirements, operational needs, and environmental standards.

Project Description and Statement of Purpose

The City's Maintenance Facility located at 555 N. Prospect St., Porterville, CA 93257 was constructed over 50 years ago. To meet the California Air Resources Board's (CARB) Innovative Clean Transit regulation, the City of Porterville must transition to a fully zero-emission fleet by 2040. The City approved a battery-electric bus (BEB) preferred path. The current maintenance facility is undersized and cannot meet the needs of the City. In addition, the current maintenance facility does not have on-site employee parking, adequate office space, and adequate breakroom facilities.

The City is seeking Architectural and Engineering (AE) Design and Support Services for a Zero-Emission Maintenance Facility that will accommodate both Compressed Natural Gas (CNG) and Zero-Emission vehicles, office spaces and a training room, employee restrooms, parts rooms, and on-site parking for both employees and vehicles staged for servicing. The goal of the project that are set forth to be accomplished in the architectural concept are to provide a zero-emission maintenance facility design that meets the city's needs, and supports the fleet's transition to zero-emission.

This is a public works Project. The successful awardee shall be responsible for the payment of prevailing wage rates, the training of apprentices, and compliance with other related requirements. Contractors and subcontractors must be registered with the Department of Industrial Relations (DIR) at the time of contract award. (See Labor Code sections 1725.5 and 1771.1.) Each Proposer must submit proof of contractor registration with the DIR prior to commencing work (e.g., electronic copy of the relevant page of the DIR's database found at <https://www.dir.ca.gov/public-works/contractor-registration.html>). This Agreement is subject to monitoring and enforcement by the DIR pursuant to Labor Code Section 1771.

The proposed project will be located adjacent to the City's Corporation Yard, 555 N. Prospect St., Porterville, CA 93257. A map of the proposed project area is located below.



It is the City’s desire to construct the Zero-Emission Maintenance Facility that will consist of a new operations, training, and maintenance facility. The Zero-Emission Maintenance Facility calls for approximate 15,000 sq. ft maintenance space and 5,000 sq. ft operations and training space, along with lighted staff and staged vehicle parking, and include energy resiliency features such as on-site solar power generation and on-site power storage. The facility will be designed for the maintenance of CNG and Battery-Electric vehicles, and as such, should include charging infrastructure within maintenance bays.

No preliminary studies have been completed for this project. Consultants are required to perform all work necessary to obtain environmental clearance from the California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA), including environmental site assessments, geotechnical engineering report, and water and soil testing.

Consultant services firm shall provide for the incorporation of the following project scope elements, including but not limited to:

Project Scope Elements

City’s Preferred Features

Commercial Pre-Engineered Metal Building

- Insulated panels and roof
- Energy Efficient & Green Build Design
- (10) Service Bays
 - (4) Service Bays with in-ground lifts
 - (1) Pull-Through Service Bay

- (1) Welding Bay
- (3) Office Spaces
- (1) Break/Training Room
- (2) Employee Restrooms/Lockers/Shower
- (1) Parts Room
- (40) Parking Spaces for vehicles to be staged
- (15) Employee Parking Spaces
- PV-BESS Ready
- Designed with planned growth

Task - Project Management

- Meetings and Coordination: Consultant shall support the coordination of planning and engineering design development activities with other involved stakeholders for compatible design and construction phasing with existing or planned conditions.
- Project Administration: Consultant shall provide timely and accurate reports, meeting minutes, schedules, field reviews, tracking of action items for the City and any Consultant sub-contractors, and preparation of all required submissions to local, State, and Federal stakeholders. Additionally, the Consultant shall provide data to the City's staff over the Project lifecycle for administrative controls, meetings, progress reports, design reviews, and schedules.
- The Engineering plans, specifications, estimates, calculations, sequencing plans, and related reports shall be prepared under the responsible charge of the appropriate Registered Engineers(s) (e.g.: civil, electrical, mechanical, geotechnical) and Architect(s).
- All design work for the City facility shall conform to the City's standards, guidelines, manuals, and policies as of the date of contract execution.
- Construction specifications and cost estimates for the Project shall use the edition of CSI/MasterFormat deemed appropriate by the City.
- All work shall conform to applicable federal, state, and local codes and other regulatory requirements.

Task – Design Work Sessions

The Consultant will be expected to meet with administrative, operations and maintenance staff as needed to develop an understanding of the desired outcome through up to 3 (three) design work sessions. The design work sessions should include the development of relevant sketches and basic modeling to help determine the Project's design direction. At the conclusion of this phase, it is expected that the Consultant will have a clear vision of the Project to be developed to support the environmental review process. The Consultant shall establish applicable design criteria for the facility and obtain approval from the City. This effort is expected to include but may not necessarily be limited to the following tasks:

- Analysis of facility needs and equipment (Initial estimates of facility approximate size, building type and functions are identified as follows, and are not necessarily inclusive of ultimate facility needs).
 - Operations & Training Space – 5,000 sq. ft.
 - Maintenance Building – 15,000 – 20,000 sq. ft.
 - 10 bays
 - Parts Storeroom – 2,000 sq. ft.
 - Outside Storage – 2,000 sq. ft.
 - Staff Parking – 15 spaces.
 - Staged Vehicle Parking – 40 spaces.
- Accommodation of adjacent property needs.
- Facility outdoor seating and lighting for employees.
- Accommodation of City requirements and future conditions such as, street lighting, storm drain, sewer, sidewalk/roadway improvements and utility upgrades
- Safety and security of facility and assets
- American with Disabilities Act (ADA) compliance
- Incorporation of green building and resiliency technologies (including solar)

Task – Site Civil Design

Consultant will provide a geotechnical survey of the Zero-Emission Maintenance Facility. At a minimum, surveying shall locate physical features such as sidewalks, trees, utilities, building footprints, storm drain, sewer and any other features considered customary for the development of 3-Dimensional surface topographic mapping. Surveying shall be accurate to the City's satisfaction, prior to proceeding with assessment of any building design, roadways alignments, and structural alternatives in association with the adjacent roadway and/or property improvements. The Consultant will provide a geotechnical report and recommendations corresponding to the design intent of the site.

- Pavement and curbs. The Consultant will develop a conceptual pavement and curbing plan that is designed to accommodate the infrastructure, structures, landscape, irrigation, lighting, and transit operation needed for the Project site. Structural Best Management Practices (BMPs) shall be incorporated into the street design for stormwater quality improvements prior to entering natural waterways.
- Lighting. The Consultant will develop a lighting plan. The photometric plan will maximize the efficiency of the anticipated lighting infrastructure and explore options for passive lighting where possible.

Task – Power Design & Charging Infrastructure

- Evaluation of Transformer and Facility Charging Locations.

- The Consultant will coordinate with the local utility provider (SCE) regarding the service size/load, the utility infrastructure location(s), and construction schedule, and provide a conceptual layout for the utility and charger locations. The City considers this element of the Project to be critical for advancing coordination with SCE to ensure sufficient power can be provided, produced or stored on site to ensure the operability of the facility upon completion.
- Maintenance shop chargers shall be consistent and convenient with vehicle charging ports and the maintenance shop layout.
- The conceptual design should account for the anticipated operational needs, benefits from planned redundancy and system resiliency, and phased battery-electric vehicle deployment.
- The design will maintain a minimum level of 50% operational capacity in the event of failure of any one (1) major component of the charging system. The design will be resilient in that failure of any one individual component should not disable other components as well.
- The Consultant will identify potential risks, develop a planning/conceptual level cost estimate, and identify regulatory requirements regarding the power supply.
- The Consultant shall evaluate the concept and provide a preliminary charger layout based on the currently available technology to optimize space, flexibility, traffic flow, and maintainability.

Task – Solar Panel Design

- The Conceptual solar panel design shall also include the preliminary coverage as well as panel alignment to maximize the solar capture.
- While BEB chargers will be installed in stages, the City would like to consider installing a significant portion of the solar panels during the initial construction phase. Solar interconnection to the grid is to be coordinated with SCE during the conceptual design.
- A one-line diagram of the solar generation subject to change in future phases, including inverter, metering, and connection to the existing electrical system.
- Battery Energy Storage System (BESS) Design is addressed separately; see below.

Task – Energy Management Systems

- The Consultant shall evaluate and recommend which automatic charge management systems (i.e., smart charging) are optimal for the City to provide a fully operational fleet while also reducing electrical fees and demand charge rates.

Task – Future Provisions

To reduce electrical outages, minimize excavations, and minimize the impact on operations during future construction and deployments, the conceptual design shall include future provisions for the items listed below.

- Provide means to minimize electrical outage time
- Provide means to minimize the impact on facility operations
- Locations for future backup power supply:
 - Future connections to Battery Energy Storage System (BESS).
 - Locations/footprint for such future BESS applications have not yet been determined; such units/modules may be located stand-alone, building roof-top, etc.
 - Provide a one-line diagram for BESS/inverter interconnections
 - Provide BESS panel and inverter cut sheets, if any
 - Provide SCE requirements for BESS interconnection, if any.
 - Electrical supply conduits and capacity for future conversion to electric vehicles.

Task – Architecture/Structural

Structures shall be constructed of suitable materials required for durability and longevity in a highly corrosive environment. Consultant to provide performance specifications. At-grade paving, curbing, parking, and walkways shall be concrete.

- All at-grade areas are to be designed accessible for people with disabilities and confirmed ADA compliant.
- Consider the City’s commitment to LEED Silver Certification, Natural Lighting, Clean Energy, and Renewables
- Future: Consultant to allow provision for future utilities and infrastructure.
- Consultant shall prepare Conceptual Structural Engineering drawings for all anticipated structures at the Zero-Emission Maintenance Facility.

Task – Transit and Facilities

Consultant shall provide conceptual layouts for BEB Charging Infrastructure, located within maintenance bays and associated employee and staged vehicle parking. All options must be scalable for future fleet growth.

- Parking Layout and Circulation
- Consultant shall present Site Circulation options for the layout of the initial CNG and BEB mixed fleet including the anticipated bus flow, bus turn radius, employee parking,

employee walkways, etc. All layouts shall include both an initial state and a final zero-emission state.

- Consultant's Site Circulation Plan shall include the anticipated flow of buses through cleaning, maintenance, servicing, and storage. Additionally, employee parking space requirements and the flow of employee and fleet vehicles to and from the street and within the property shall be considered in the layout.

Task – Opinion of Probably Cost

Consultant shall develop an Opinion of Probable Cost memorandum that identifies the cost estimate for the entire construction of the project broken down by task and construction element. Construction specifications and cost estimates for City projects shall use the CSI/MasterFormat determined by the City. Cost estimate must show separate labor and materials unit cost detail.

Task – Coordination During Work in Progress

Project Meetings:

Coordinate with City Staff through progress meetings and participate in discussions, meetings, and/or teleconferences with City Staff and designated consultants as needed. Progress meetings shall be scheduled in advance by mutual agreement; typically, at 2-week intervals.

- Prepare agenda and conduct Project status meetings bi-weekly. Record, provide, and distribute meeting notes/minutes for review and comments to all attendees within 3 workdays of such meetings. All such documents (in addition to all material Project documentation created pursuant to the Agreement) will be made available to any potential proposers in future Project phases.
- Any meetings, either in the field or at the City's office shall be attended by the Project Manager and members of key staff. The City will decide which meetings will be held virtually and in person. The City anticipates primarily utilizing virtual meetings.

Project Progress Reports:

Submit Monthly Progress Reports to the City's Project Manager which shall include the following information:

- Scope of services: issues that may affect the scope of baseline services.
- Progress Schedule: a milestone list showing the chronology of deliverables and other key events in a simple and helpful way to discuss the schedule.
- Key Activities: key activities occurring during the previous reporting period as well as the ones planned for the next reporting period. Ensure that key activities are consistently identified/indexed across all Project documents.
- Issues: explanation of unusual events that have occurred or may occur that could affect the Project scope, schedule, budget, and quality.

- Risk Report: explanation of risk items to be added to the risk register and suggest solutions to mitigate the risk so their impacts are minimized.

Pre-Construction Project Schedules:

Schedule(s) shall be prepared and updated as follows:

- Identify key milestones or decision points to ensure the Project progresses efficiently, and with the concurrence of the City's Project Manager prior to starting each major activity.
- Monitor activities for each task and identify deadlines or cut-off dates for decisions and changes.
- Identify each discipline or subtask as appropriate required for each task.
- Reflect requirements outlined in the Deliverables as shown for each task/subtask.

Design Review Meetings:

- Consultant shall prepare a presentation and conduct a meeting/discussion at the City's office for design work. This presentation will include the design approach, the key features of the design, significant design and constructability and logistical issues, and any significant estimating assumptions, regulatory and local issues as well as other constraints. Record and provide meeting notes/minutes.
- The presentation and supporting documents will identify design features and developments applicable to obtaining CEQA and NEPA environmental clearances. The Design Review meeting will include the latest Project documents to date. These shall include, but not be limited to: plans, specifications, cost estimates, field data/measurements, preliminary calculations, OEM literature, construction schedules, and supporting documents/reports.
- Consultant shall furnish presentation media in one or more of the following formats – MS Word, MS Excel, MS PowerPoint, and/or Adobe PDF. The Design Review meetings shall be attended by the Consultant's Project Manager and may include one or two member(s) of key members and/or sub-consultants of the project team. The City's participants may include broad members from various departments and may include third-party consultants as well.

Draft Project Design Report:

- Consultant shall prepare and submit "Draft" Project design report which will document all obtained information, any proposed alternatives, and features (maximum of 75 pages). Upon review by the City, Consultant shall prepare six (6) final copies of the Project Preliminary Design Report.
- Provide a time schedule estimating the anticipated time for completion of major design components associated with preliminary design activities.

Design Review Meeting at Project Manual Completion Stage:

- Consultant shall deliver the complete Project Manual presentation after the City has accepted the complete Project Manual. Consultant shall schedule the presentation in coordination with the City's Project Manager prior to delivering the final presentation. Consultant shall anticipate requested changes and allot adequate revision time for the City prior to finalizing the Project Manual and delivering the final presentation.
- Consultant shall prepare a presentation and conduct a meeting/discussion at the City's office for design work at the Project Manual completion stage. This presentation will include the conceptual design approach, the key features of the conceptual design, significant design and constructability and logistical issues, and any significant estimating assumptions, regulatory and local issues as well as other constraints. Record and provide meeting notes/minutes.
- Consultant shall furnish presentation media in one or more of the following formats – MS Word, MS Excel, MS PowerPoint, and/or Adobe PDF. The presentation will include conceptual plans, drawings, specifications, cost estimates, construction schedules, and support documents. Support documents shall include, but are not limited to, a 'design basFTAs' memorandum, drawing set, specifications, probable cost estimate, engineering support data, preliminary calculations, constructability review, design variance request summary (if applicable); site data and Geotech report, and utility coordination.
- The Design Review meeting at the Project Manual completion stage shall be attended by the Consultant's Project Manager and may include one or two member(s) of key members and/or sub-consultants of the project team. City participants may include broad members from various departments and may include third-party consultants as well.

Task – Technical Design Support

- Upon successful completion of the Project Manual, the Consultant shall provide technical support through construction.
- Consultant shall provide technical support to the City in procuring the Construction Contractor. Tasks include but are not limited to providing specifications, drawings, responding to proposer's questions, evaluation support, and other support during the procurement process in accordance with the City's procurement and Project delivery schedule.
- Consultant shall provide technical resource support to the awarded Construction Contractor during the Project delivery as requested. Tasks include, but are not limited to, responding to Request for Information (RFI's), reviewing proposed changes, and Project schedule considerations. The deliverables and schedule will be aligned with the City's Project delivery schedule in coordination with the Construction Contractor.

Task – CEQA and NEPA Environmental Clearances

- Consultant shall complete all work, provide all documentation, coordinate and attend all meetings necessary to obtain CEQA, NEPA, and all other permitting entities environmental clearance approval for the Project.

- Consultant shall first assess the Project's eligibility for CEQA and NEPA Categorical Exclusions, considering environmental factors, compliance requirements, Project design, and the intent of the Project. Obtaining Categorical Exclusions should be the primary objective of the Consultant in pursuit of environmental clearance for the Project.
- This Project will be coordinated with the City which will ultimately determine the depth and breadth of the CEQA Environmental Analysis.
- If the Project is ineligible for a Categorical Exclusion, Consultant shall prepare all CEQA documents per the requirements of the California Environmental Quality Act for the proposed Project. Consultant shall conduct all required studies and provide all required documents including, but not limited to, Initial Study, Negative Declaration or Mitigated Negative Declaration as required by the California Environmental Quality Act for the proposed Project. The documents shall analyze all potential environmental factors affected by the proposed Project and evaluate all environmental impacts as required by California State law.
- If the Project is ineligible for a Categorical Exclusion, Consultant shall prepare all NEPA documents per the requirements of the National Environmental Policy Act for the proposed Project. Consultant shall conduct all required studies and provide all required documents including, but not limited to, an Environmental Assessment and an Environmental Impact Statement as required by the Federal Transit Administration for the proposed Project. The documents shall analyze all potential environmental factors affected by the proposed Project and evaluate all environmental impacts as required by the National Environmental Policy Act. If NEPA documentation is required, Consultant shall integrate an Environmental Justice Analysis into its NEPA documentation consistent with the requirements listed in the City's FTA Title VI Program.
- Consultant shall keep the City informed of progress and promptly address any comments or concerns raised by the State of California during the review process.

Task – Additional Considerations

- Risk Protector/Vandalism/Accidental Incidents. The inclusion of Bollards and/or other protective design elements necessary to protect vital equipment at the Zero-Emission Maintenance Facility.
- The inclusion of CNG methane detection systems

Consultant Deliverables

Project Completion Dates

- Project Manual: Due 6 months after contract execution.

Project Management

- Meetings and Coordination: The Consultant shall support the coordination of planning and engineering design development activities with other involved stakeholders for compatible design and construction phasing with existing or planned conditions.
- Project Administration: Consultant shall provide timely and accurate reports, schedules, and data to City staff over the Project lifecycle for administrative controls, meetings, progress reports, design review, and schedules.
- The Engineering plans, specifications, estimates, calculations, sequencing plans, and related reports shall be prepared under the responsible charge of the appropriate Registered Engineers(s) (e.g.: civil, electrical, mechanical, geotechnical) and Architect(s).
- All design work for the Project shall conform to City standards, guidelines, manuals, and policies as of the date of contract execution.
- Construction specifications and cost estimates for the Project shall use the edition of CSI/MasterFormat deemed appropriate by the City.
- All work shall conform to applicable federal, state, and local codes and other regulatory requirements.

Design Work Sessions

- Establish applicable design criteria for the facilities and obtain approval from the City.
- Meet with administrative, operations and maintenance staff as needed to develop an understanding of the desired outcome through up to three (3) design work sessions.

Site Civil Design

- Civil Plan Set
 - Site plans (2)
 - Utility plan
 - Civil details
 - Lighting plan
- Site Survey Report
- Geotechnical Report

Power Design & BEB Charging Infrastructure

- Conceptual transformer layout drawing;
- Conceptual charger layout drawing
- Pro/con list of transformer and charger locations
- Pro/con list for charging equipment manufacture/type
- Lists of applicable electrical regulatory requirements

Solar Panel Design

- Conceptual solar design drawings

- Solar panel cut sheets, including inverters
- One-line diagram for solar interconnection, subject to change in future phases
- Description of SCE requirements for solar interconnection

Energy Management Systems

- Analysis, for independent City evaluation of available energy management software systems that meet the City's requirements.

Future Provisions

- Analysis, for independent City evaluation, of available backup power systems based on evaluation above

Architecture/Structural

- Conceptual Architectural Drawings including plans and details demonstrating ADA accessibility compliance, showing the overall Project site and enlarged areas, PV canopy and charging bay layouts, typical elevations and sections advancing the functional and architectural design; existing maintenance bay modifications, and service equipment layouts.
- Service equipment drawings and technical data to support modifications, if any
- Electrical Engineering drawings including single-line diagrams, power and lighting plans, standard details, and equipment schedules.
- Structural Engineering drawings (does not include structural calculations) including overall site and enlarged plan areas, foundation plans, framing plans, brace frame elevations, and typical reinforcement, base plate, and structural details.
- Mechanical and Plumbing Plans including automatic fire sprinklers.

Transit And Facilities

- Parking Layout and Site Circulation Plan

Opinion of Probable Cost

- Opinion of Probable Cost memorandum based on the completed Project Manual

Coordination During Work in Progress

Project Meetings

- Prepare agenda and conduct Project status meetings bi-weekly. Record, provide, and distribute meeting notes/minutes for review and comments to all attendees within 3 workdays of such meetings. All such documents (in addition to all material Project documentation created pursuant to the Agreement) will be made available to any potential proposers in future Project phases.

- Coordinate with City Staff through progress meetings and participate in discussions, meetings, and/or teleconferences with Authority Staff and designated consultants as needed. Progress meetings shall be scheduled in advance by mutual agreement; typically, at 2-week intervals.
- Any meetings, either in the field or at the City's office shall be attended by the Project Manager and members of key staff.

Project Progress Reports

- Submit Monthly Progress Reports to the City's Project Manager

Pre-Construction Project Schedules

- Schedule(s) shall be prepared and updated as follows
- Identify key milestones or decision points to ensure the Project progresses efficiently, and with the concurrence of the City's Project Manager prior to starting each major activity.
- Monitor activities for each task and identify deadlines or cut-off dates for decisions and changes.
- Identify each discipline or subtask as appropriate required for each task
- Reflect requirements outlined in the Deliverables as shown for each task/subtask.

Design Review Meetings

- Consultant shall prepare a presentation and conduct a meeting/discussion at the City's office for design work. This presentation will include the design approach, the key features of the design, significant design and constructability and logistical issues, and any significant estimating assumptions, regulatory and local issues as well as other constraints. Record and provide meeting notes/minutes.

Draft Project Design Report

- Consultant shall prepare and submit "Draft" Project design report which will document all obtained information, any proposed alternatives, and features (maximum of 75 pages). Upon review by the City, Consultant shall prepare six (6) final copies of the Project Preliminary Design Report.
- Provide a time schedule estimating the anticipated time for completion of major design components associated with preliminary design activities.

Design Review Meeting at Project Manual Completion Stage

- Consultant shall prepare a presentation and conduct a meeting/discussion at the City's office for design work at the Project Manual completion stage. This presentation will include the conceptual design approach, the key features of the conceptual design, significant design and constructability and logistical issues, and any significant estimating assumptions, regulatory and local issues as well as other constraints. Record and provide meeting notes/minutes.

- Deliver 100% Complete Project Manual to the City.

Technical Design Support

- Upon successful completion of the Project Manual, the Consultant shall provide technical support through construction.
- Consultant shall provide technical support to the City in procuring the Construction Contractor.
- Consultant shall provide technical resource support to the Construction Contractor during the Project delivery as requested. Tasks include, but are not limited to, responding to Request for Information (RFIs), reviewing proposed changes, and Project schedule considerations. The deliverables and schedule will be aligned with the City's Project delivery schedule in coordination with the Construction Contractor.

CEQA and NEPA Environmental Clearances

- Facilitate coordination and communication with relevant stakeholders, ensuring the completion of all required tasks in pursuit of securing a CEQA and NEPA Categorical Exclusions for this Project.
- Coordinate with local, State, and Federal agencies, and other permitting entities to meet all environmental approvals and establish related permitting requirements. Consultant shall identify and comply with all permit applications necessary to satisfy all environmental agencies in order to receive approval for the construction of the Project.
- Provide the City with official CEQA and NEPA Environmental Clearance documentation from the environmental authorities having jurisdiction over the Project.
- Plan to lead and attend public meetings as required by the City, CEQA, NEPA, and all other environmental permitting authorities to verbally and in writing respond and address public comment regarding environmental topics, the environmental process and environmental documents. The Consultant shall anticipate in participating/leading a minimum of two (2) public meetings within City and a minimum of one (1) public hearing before the City Council.
- Consultant shall receive community buy in to the Project with emphasis on community leaders, adjacent property owners and community members.

Additional Considerations

- Appropriate signage and pavement markings to navigate the gantry system day or night.
- Security fencing
- Resilience for the Authority is of utmost importance, to that end, an appropriately sized Natural Gas-powered Emergency Generator must be incorporated into the overall design.
- Risk Protector/Vandalism/Accidental Incidents. The inclusion of Bollards and/or other protective design elements necessary to protect electrical cabinets and any other vital equipment necessary for the 24-hour operation of the system.

Safety Requirements

Proposer must comply with the following Safety Guidelines:

- A. Proposer shall recognize the importance of performing services safely and responsibly to prevent damage, injury, or loss to individuals, and the environment. Proposer assumes responsibility for implementing and monitoring all Environmental Health and Safety precautions and programs related to the performance of services.
- B. The Proposer is solely responsible for providing a safe work environment for its employees, agents, and subcontractors. Any hazards or unsafe practices the Proposer may identify that it is unable to correct or are outside the Proposer's scope of responsibility must be promptly reported to the City. City reserves the right to discontinue operations at any time if it determines that actions are creating an unsafe environment or situation.
- C. The Proposer must refrain from creating work hazards for others and for individuals authorized to be within or in proximity to City work areas.
- D. Proposers must abide by all applicable local, state, and federal rules and regulations

Engineering Services:

While it is believed that the project requirements set forth in this Request for Proposal are in a logical sequence and include all elements essential for a comprehensive project evaluation, improvement plan and services, those submitting proposals are advised to include any subject or procedure they believe may have been overlooked. They may also note any required items they believe have been overlooked. They may also note required items they believe to be excessive or extraneous. The cost of such items to be added or deleted should be separately noted in the proposal.

Similarly, any additional costs that must be expended to make the project complete shall be identified.

Project Guarantee:

The Consultant shall be diligent during the investigation and mitigation stages of this project to address all site-specific construction challenges. The final approved and permitted design will be understood to be the best, most efficient, design available to the City of Porterville. The City will verify that the final design meets City's design standards. All plans are subject to review and approval by the City of Porterville and all other governing bodies required under local, state, and federal law. With regard to the constructability of the project the City relies on the Consultant's in-house Quality Control and Quality Assurance to ensure the integrity of the design product. As the Design Engineer of Record the Consultant will stand fully behind its design product and step in, resolve, and mitigate and correct any unexpected problems that may arise during construction as the result of any inaccurate design assumptions, errors, or omissions, and shall do so at no additional charge to the City of Porterville. Exceptions to this policy will be approved by the City Engineer.

At the completion and final approval of the project, the Consultant shall provide the City of Porterville with signed and stamped Record Drawings at no additional charge.

Exhibit B – Required Forms

Form A

ADDENDUM RECEIPT

_____ (PROPOSER) acknowledges it has received and read the following
Addenda:

Addendum # _____ Signature _____

Addendum # _____ Signature _____

Addendum # _____ Signature _____

Addendum # _____ Signature _____

Addendum # _____ Signature _____

Signature _____ Date _____

Title _____ Company Name _____

Form B

NON-COLLUSION AFFIDAVIT FOR PROPOSER

STATE OF CALIFORNIA

COUNTY OF _____

_____ declares and says:

1. That he/she is the (owner, partner, representative, or agent) of _____, hereinafter referred to as (CONTRACTOR) or (subcontractor).
2. That he/she is fully informed regarding the preparation and contents of this proposal for certain work in the City of Porterville, State of California.
3. That his/her proposal is genuine and is not collusive or a sham proposal.
4. That any of its officers, owners, agents, representatives, employees, or parties in interest, including this affiliate, has not in any way colluded, conspired, connived or agreed, directly or indirectly, with any other proposer, firm, or person to submit a collusive or sham proposal in connection with such contract or to refrain to submitting a proposal in connection with such contract, or has in any manner, directly or indirectly, sought by unlawful Contract or connivance with any other proposer, firm, or person to fix the price or prices in said proposal, or to secure through collusion, conspiracy, connivance, or unlawful Contract any advantage against the City of Porterville or any person interested in the proposed contract; and,
5. That the price or prices quoted in the proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful Contract on the part of the proposer or any of its agents, owners, representatives, employees, or parties in interest, including this affiliate.

I certify (or declare) under penalty of perjury, that the foregoing is true and correct.

Dated this _____ day of _____, 2024, at _____, California.

Signed: _____

Title: _____

Form C

CERTIFICATION OF RESTRICTIONS ON LOBBYING

I, _____, hereby certify on behalf of
_____, that:

1. No Federal appropriated funds have been paid or will be paid, by on or behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative Contract, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative Contract.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative Contract, the undersigned shall complete and submit Standard Form LLL-- Disclosure Form to Report Lobbying, in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including sub grants, loans, and cooperative Contracts) which exceed \$100,000, and that all such subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. §1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Executed this _____ day of _____, of 2024.

Signature of Authorized Official _____

Title of Authorized Official _____

Form D

ACKNOWLEDGEMENT OF “BEST VALUE” SELECTION PROCESS

PROPOSER hereby acknowledges that the selection process under this RFP will evaluate Proposals on a “Best Value” basis, which the Federal Transit Administration’s (FTA) Best Practices Manual defines as follows:

“Best Value” is a selection process in which proposals contain both price and qualitative components, and award is based upon a combination of price and qualitative considerations. Qualitative considerations may include technical design, technical approach, quality of proposed personnel, and/or management plan. The award selection is based upon consideration of a combination of technical and price factors to determine (or derive) the offer deemed most advantageous and of the greatest value to the procuring agency.

As a result, PROPOSER further acknowledges that pricing will not be the sole basis upon which Proposals are evaluated.

An individual authorized to bind the PROPOSER to this Agreement must sign below acknowledging and understanding of the foregoing.

Signature _____

Name _____

Title _____

Date _____

Company Name _____

Exhibit C – Sample Professional Services Agreement

CITY OF PORTERVILLE PROFESSIONAL SERVICES AGREEMENT WITH *[insert full name of Consultant and Project Name and/or number]*

This Professional Services Agreement (Agreement) is entered into between the City of Porterville, a municipal corporation (**City**), and _____ [complete name of legal business entity], a _____ [business status, such as a California corporation] (**Consultant**). City and Consultant are referred to individually as “Party” and collectively as “Parties.”

Recitals

- A. City desires to retain Consultant to complete a XXXXXXXXXX (Project); and
- B. On XXXXXX, 2024, the City issued a Request for Proposals (RFP) for the XXXXXXXXXX (Project). On XXXXXXXXXX, Consultant submitted its proposal for the Project to the City. City has determined that Consultant submitted its proposal for the Project to the City. City has determined that Consultant possesses the skills, experience and certification required to provide the service.
- C. After negotiations between the City and Consultant, the Parties have reached an agreement for the performance of services in accordance with the terms set forth in this Agreement.
- D. This Agreement is being executed pursuant to Resolution No. _____-2024 approved by the Porterville City Council on _____, 2024.

Now therefore, the Parties mutually agree as follows:

1. **Scope of Work**. Consultant shall perform the Services and complete the Project, which includes the services described in Exhibit “A” attached hereto and incorporated herein by reference. The services shall be performed by, or under the direct supervision of, Consultant’s Authorized Representative: _____. Consultant shall not replace its Authorized Representative, nor shall Consultant use or replace any subcontractor or subconsultant, without City’s prior written consent. The City may terminate this Agreement if Consultant makes any such change or replacement, or uses any unapproved subcontractor or subconsultant.
2. **Time of Performance**. Time is of the essence in the performance of services under this Agreement and the timing requirements set forth shall be strictly adhered to unless otherwise modified in writing in accordance with this Agreement. Consultant shall begin performance promptly upon the mutual execution of this Agreement, and shall substantially complete all required services no later than July 1, 2025. Any services for which times for performance are

not specified in this Agreement shall be stated and completed by Consultant in a reasonably prompt and timely manner based upon the circumstances and direction communicated to the Consultant by the City. Consultant shall submit all requests for time extensions to the City in writing no later than ten days after the start of the condition which purportedly caused the delay, and not later than the date on which performance is due. City may grant or deny such request in its sole and absolute discretion.

2.1. Term. The Term of this Agreement shall begin on _____ and end on _____, unless terminated in accordance with Section 6.

3. Compensation. City shall pay Consultant on a lump sum basis, at the billing rate set forth in Exhibit “C”, attached hereto and incorporated herein by this reference.

3.1. Not to Exceed Amount. Consultant’s billing rates shall cover all costs and expenses for Consultant’s performance of this Agreement. No work shall be performed by Consultant in excess of the total compensation amount provided in this section without the City’s prior written approval. Notwithstanding anything contained herein to the contrary, the payment of any funds under this Agreement shall be subject to the City of Porterville’s appropriation of funds for the Services. This Agreement shall terminate in the event that such funds are not appropriated.

3.2. Invoices. Consultant shall submit monthly invoice(s) to the City that describe the services performed, including times, dates, and names of persons performing the services.

3.2.1. Consultant’s failure to submit invoice(s) in accordance with these requirements may result in the City rejecting said invoice(s) and thereby delaying payment to Consultant.

3.3. Payment. Subject to the City acceptance of the Services as discussed in Exhibit A attached hereto and completion of the Project to the City’s satisfaction, within 30 days after the City’s receipt of invoice(s), City shall make payment to the Consultant based upon the services described on the invoice(s).

3.4. The acceptance by Consultant of the final payment made under this Agreement shall constitute a release of City from all claims and liabilities for compensation to Consultant for anything completed, finished or relating to Consultant’s services. Consultant agrees that payment by City shall not constitute nor be deemed a release of the responsibility and liability of Consultant or its employees, subcontractors, agents and subconsultants for the accuracy and competency of the information provided and/or services performed hereunder, nor shall such payment be deemed to be an assumption of responsibility or liability by City for any defect or error in the Services performed by Consultant, its employees, subcontractors, agents and subconsultants.

3.5. Consultant agrees to maintain books, accounts, payroll records and other information relating to the performance of Consultant’s obligations under the Agreement, which shall

adequately and correctly reflect the expenses incurred by the Consultant in the performance of Consultant's work under the Agreement. Such books and records shall be open to inspection and audit by the City during regular business hours for three years after expiration or termination of this Agreement.

- 4. Indemnification.** Consultant shall, to the fullest extent permitted by law, indemnify, defend (with independent counsel approved by the City), and hold harmless the City from and against any claims arising out of Consultant's performance or failure to comply with obligations under this Agreement, except to the extent caused by the sole, active negligence or willful misconduct of the City.

In the event there is a finding and/or determination that Consultant is not an independent contractor and/or is an employee of City, including but not limited to any such finding and/or determination made by the California Public Employees' Retirement System (CalPERS), the Department of Industrial Relations (DIR), or the Internal Revenue Service (IRS), Consultant shall, to the fullest extent permitted by law, indemnify, defend, and hold harmless the City from and against any all claims relating to or in connection with such a finding and/or determination.

In this section, "City" means the City, its officials, officers, agents, employees and volunteers; "Consultant" means the Consultant, its employees, agents and subcontractors; "Claims" includes claims, demands, actions, losses, damages, injuries, and liability, direct or indirect (including any and all related costs and expenses) and any allegations of these; and "Arising out of" includes "pertaining to" and "relating to".

(The duty of a "design professional" to indemnify and defend the City is limited to claims that arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of the design professional, under Civ. Code § 2782.8.)

Consultant and City mutually waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement.

The provisions of this section survive completion of the services or the termination of this Agreement, and are not limited by the provisions of Section 5 relating to insurance.

- 1. Insurance.** Consultant shall, throughout the duration of this Agreement, maintain insurance to cover Consultant, its agents, representative, and employees in connection with the performance of services under this Agreement at the minimum levels set forth herein.

1.1. Professional Liability

- A. Include "errors and omissions" coverage or "malpractice" coverage'

- B. Afford “practice specific” or “project specific” coverage;
- C. Provide limits of liability in an amount not less than;
 - 1) One Million Dollars (\$1,000,000) per claim, and
 - 2) Two Million Dollars (\$2,000,000) in the aggregate;
- D. Cover a claim or claims arising out of the performance of professional services by;
 - 1) Consultant’s or Subconsultant(s);
 - 2) Anyone whom Consultant or its Subconsultant(s) directly or indirectly employs or uses; or
 - 3) Anyone whose acts Consultant or its Subconsultant(s) may be liable; and
- E. Provide coverage for:
 - 1) The duration of this Agreement; and
 - 2) At least three (3) years after the Project’s completion:
 - a) Consultant shall obtain, pay for, and maintain an endorsement that adds an “extended reporting period” (“ERP”) or a “discovery” feature— to allow City to report a claim— for a period of not less than three (3) years following the initial policy’s expiration, or following City’s recordation of its “notice of completion” for the Project, whichever date is later. The endorsement for the ERP or discovery feature must provide identical policy limits, and meet the conditions, described in subparagraphs 1.2 (A) through (D) above; or
 - b) Consultant shall obtain, pay for, and maintain successive renewal or replacement policies (with “prior acts” coverage), for a period of three (3) years following the initial policy’s expiration, or following CITY’s recordation of its “notice of completion” for the Project, whichever date is later. Each policy must have a “retroactive date” that coincides with, or is earlier than, this Agreement’s Effective Date. Additionally, each policy must provide identical policy limits, and meet the conditions, described in subparagraphs 1.2 (A) through (D) above.

1.2. Commercial General Liability (with coverage at least as broad as ISO form CG 00 01 01 96) “per occurrence” coverage shall be maintained in an amount not less than \$1,000,000 general aggregate and \$2,000,000 per occurrence for general liability, bodily injury, personal injury, and property damage.

- 1.3. Automobile Liability** (with coverage at least as broad as ISO CA 00 01 07 097, for “any auto”) “claims made” coverage shall be maintained in an amount not less than \$1,000,000 per accident for bodily injury and property damage.
- 1.4. Workers’ Compensation** coverage shall be maintained as required by the State of California.
- 1.5. Professional Liability** “claims made” coverage shall be maintained to cover damages that may be the result of errors, omissions, or negligent acts of Consultant in an amount not less than \$1,000,000 per claim.
- 1.6. Endorsements.** Consultant shall obtain endorsements to the automobile and commercial general liability insurance policies with the following provisions:
- 1.6.1.** The City (including its elected officials, officers, employees, agents, and volunteers) shall be named as an additional “insured.”
- 1.6.2.** For any claims related to this Agreement, Consultant’s coverage shall be primary insurance with respect to the City. Any insurance maintained by the City shall be excess of the Consultant’s insurance and shall not contribute with it.
- 1.7. Notice of Cancellation.** Consultant shall notify the City if the policy is canceled before the expiration date. For the purpose of this notice requirement, any material change in the policy prior to the expiration shall be considered a cancellation. Consultant shall immediately obtain a replacement policy.
- 1.8. Authorized Insurers.** All insurance companies providing coverage to Consultant shall be insurance organizations authorized by the Insurance Commissioner of the State of California to transact the business of insurance in the State of California.
- 1.9. Insurance Certificate.** Consultant shall provide evidence of compliance with the insurance requirements listed above by providing a certificate of insurance and endorsements, in a form satisfactory to the City, before the City signs this Agreement.
- 1.10. Substitute Certificates.** Consultant shall provide a substitute certificate of insurance no later than 30 days prior to the policy expiration date of any insurance policy required by this Agreement.
- 1.11. Consultant’s Obligation.** Maintenance of insurance by the Consultant as specified in this Agreement shall in no way be interpreted as relieving the Consultant of any responsibility whatsoever (including indemnity obligations under this Agreement), and the Consultant may carry, at its own expense, such additional insurance as it deems

necessary. Failure to provide or maintain any insurance policies or endorsements required herein may result in the City terminating this Agreement.

- 2. Termination.** The City may terminate this Agreement in its sole and absolute discretion by giving ten (10) days' written notice to Consultant. Within five (5) days of such a termination, Consultant shall give the City all original documents relating to the Services in Consultant's possession or control, including, without limitation, preliminary drafts and supporting documents, and any other documents prepared by Consultant pursuant to this Agreement. The City shall pay Consultant for all services satisfactorily performed in accordance with this Agreement, up to the date notice is given.
- 3. Dispute Resolution.** If any dispute arises between the City and Consultant that cannot be settled after engaging in good faith negotiations, City and Consultant agree to resolve the dispute in accordance with the following:

 - 3.1.** Each Party shall designate a senior management or executive level representative to negotiate the dispute.
 - 3.2.** The representatives shall attempt, through good faith negotiations, to resolve the dispute by any means within their authority,
 - 3.3.** If the issue remains unresolved after fifteen (15) days of good faith negotiations, the Parties shall attempt to resolve the disagreement by negotiations between legal counsel. If the aforementioned process fails, the Parties shall resolve any remaining disputes through mediation to expedite the resolution of the dispute.
 - 3.4.** The mediation process shall provide for the selection within fifteen (15) days by both Parties of a disinterested third person to serve as the mediator, shall be commenced within thirty (30) days of selection of a mediator, and shall be concluded within fifteen (15) days from the commencement of the mediation.
 - 3.5.** The Parties shall equally bear the costs of any third party in any alternative dispute resolution process.
 - 3.6.** The dispute resolution process is a material condition of this Agreement and must be exhausted prior to either Party initiating legal action. This dispute resolution process is not intended to nor shall be construed to change the time periods for filing a claim or action specified by Government Code §§ 900 et seq.
- 4. Ownership of Work.** All original documents prepared by Consultant for this Agreement, whether complete or in progress, are the property of the City, and shall be given to the City at the completion of Consultant's Services, upon termination of this Agreement, or upon demand from the City. No such documents shall be revealed or made available by Consultant to any third party without the City's prior written consent.

5. **Independent Contractor Status.** Consultant is an independent contractor and is solely responsible for the acts of its employees or agents, including any negligent acts or omissions. Consultant is not City's employee and Consultant shall have no authority, express or implied, to act on behalf of the City as an agent, or to bind the City to any obligation, unless the City provides prior written authorization. Consultant is free to work for other entities while under contract with the City. Consultant, and its agents or employees, are not entitled to City benefits. Consultant shall be solely responsible for, and shall save the City harmless from, all matters relating to the payment of Consultant's employees, agents, subcontractors and subconsultants, including compliance with social security requirements, federal and State income tax withholding and all other regulations governing employer-employee relations. The City reserves the right to contract with other firms and/or consultants during the term of this Agreement to provide the City the same or similar services that Consultant is providing to the City under this Agreement. Nothing contained in this Agreement guarantees Consultant a certain amount of work, and the City may, in its sole and absolute discretion, allocate and/or delegate work to Consultant so as to satisfy the City's needs.

6. **Conflicts of Interest.** Consultant (including its employees, agents, and subconsultants) shall not maintain or acquire any direct or indirect interest that conflicts with the performance of this Agreement. If Consultant maintains or acquires such a conflicting interest, the City may terminate any contract (including this Agreement) involving Consultant's conflicting interest.

7. **Rebates, Kickbacks, or Other Unlawful Consideration.** Consultant warrants this Agreement was not obtained or secured through rebates, kickbacks, or other unlawful consideration either promised or paid to any City official or employee. For any breach of this warranty, City shall have the right, in its sole discretion, to terminate this Agreement without liability; to pay only for the value of the work actually performed; to deduct from the contract price the value of the rebate, kickback, or other unlawful consideration; or otherwise recover the full amount of such rebate, kickback, or other unlawful consideration.

8. **Notices.** All notices, demands, or other communications which this Agreement contemplates or authorizes shall be in writing and shall be personally delivered or mailed to the other party to the addresses listed below. Communications shall be deemed to have been given on the first to occur of: (1) actual receipt at the address designated below, or (2) three working days after the deposit in the United States Mail of registered or certified mail, sent to the address designated below.

To City:

City of Porterville
 Transportation Department
 291 N. Main Street
 Porterville, CA 93257

To Consultant

9. Miscellaneous

9.1. Standard of Care. Unless otherwise specified in this Agreement, the standard of care applicable to Consultant's services will be the degree of skill and diligence ordinarily used by reputable professionals performing in the same or similar time and locality, and under the same or similar circumstances.

9.2. Amendments. This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by both Parties.

9.3. Waivers. Waiver of a breach or default under this Agreement shall not constitute a continuing waiver or a waiver of a subsequent breach of the same or any other provision of this Agreement. No waiver shall be effective unless it is in writing and signed by the waiving party.

9.4. Assignment and Delegation. Consultant may not assign, transfer or delegate this Agreement or any portion of it without the City's prior written consent. Any attempt to do so will void. City's consent to one assignment, transfer or delegation shall not be deemed to be consent to any subsequent assignment, transfer or delegation.

9.5. Jurisdiction and Venue. The interpretation, validity, and enforcement of the Agreement shall be governed by and construed under the laws of the State of California. Any suit, claim, or legal proceeding of any kind related to this Agreement shall be filed and heard in a court of competent jurisdiction in the County of Tulare.

9.6. Compliance with Law. Consultant shall comply with all applicable local, state, and federal laws, whether or not those laws are expressly stated in this Agreement.

9.6.1. Prevailing Wage Laws. Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates; employment of apprentices (§ 1777.5), certified payroll records (§1776), hours of labor (§1813 and §1815), debarment of contractors and subcontractors (§1777.1) and the performance of other requirements on "public works" and "maintenance" projects. If the services being performed under this Agreement are part of a "public works" or "maintenance" project, as defined in the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. These prevailing rates are on file with the City and are available online at <http://www.dir.ca.gov/DLSR>. Consultant shall defend, indemnify and hold the City, its officials, officers, employees and agents, harmless from any and all claims, costs, penalties, or interests arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

9.6.2. Non-discrimination. Consultant represents and warrants that it is an equal opportunity employer and it shall not discriminate against any subconsultant, employee or applicant for employment because of race, color, national origin,

handicap, ancestry, sex or age. Consultant shall also comply with all applicable anti-discrimination federal and state laws, including but not limited to, the California Fair Employment and Housing Act (Gov. Code 12990 (a-f) et seq.)

- 9.7. Business Entity Status.** Consultant is responsible for filing all required documents and/or forms with the California Secretary of State and meeting all requirements of the Franchise Tax Board, to the extent such requirements apply to Consultant. By entering into this Agreement, Consultant represents that it is not a suspended corporation. If Consultant is a suspended corporation at the time it enters this Agreement, City may take steps to have this Agreement declared voidable.
- 9.8. Business License.** Before the City signs this Agreement, Consultant shall obtain a City of Porterville Business License. Consultant shall maintain an active City of Porterville Business License during the term of this Agreement.
- 9.9. Successors and Assigns.** This Agreement shall inure to the benefit of and be binding upon the Parties hereto and their respective successors and assigns.
- 9.10. Construction of Agreement.** Each Party hereto has had an equivalent opportunity to participate in the drafting of this Agreement and/or to consult with legal counsel. Therefore, the usual construction of an agreement against the drafting Party shall not apply hereto.
- 9.11. Severability.** If a term of this Agreement is held invalid by a court of competent jurisdiction, the Agreement shall be construed as not containing that term, and the remainder of this Agreement shall remain in effect.
- 9.12. Controlling Provisions.** In the case of any conflict between the terms of this Agreement and Exhibits hereto, and Consultant's proposal (if any), the Agreement shall control. In the case of any conflict between the Exhibits hereto and the Consultant's proposal (if any), the Exhibits shall control.
- 9.13. Entire Agreement.** This Agreement and the Attached Exhibits comprise the entire integrated understanding between the Parties concerning the services to be performed. This Agreement supersedes all prior negotiations, representations or agreements. All exhibits attached hereto are incorporated by reference herein.
- 9.14. Counterparts.** City and Consultant agree that this Agreement may be executed in two or more counterparts, each of which shall be deemed an original.
- 9.15. Expenses for Enforcement.** Consultant and City agree that the prevailing party's reasonable costs, attorneys' fees and expenses, including investigation fees and expert witness fees, shall be paid by the non-prevailing party in any dispute involving the terms and conditions of this Agreement.

10. Signatures. The individuals executing this Agreement on behalf of Consultant represent and warrant that they have the right, power, legal capacity and authority to enter into and to execute this Agreement on behalf of Consultant.

The Parties agree to the full performance of these terms set forth here.

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

Consultant

By: Martha A. Flores

By: _____

Title: Mayor

Title: _____

Date: _____

Date: _____

Federal Employer Tax ID No. _____

Signature: _____

Signature: _____

Attest:

Patrice Hildreth, City Clerk

Approved as to form:

Julia M. Lew, City Attorney

Exhibits:

- A. RFP No. XXXXXXXX
- B. Consultant Proposal
- C. Compensation



CITY COUNCIL AGENDA – SEPTEMBER 17, 2024

SUBJECT: Authorization to Advertise for Bids - Foundation and Drainage System Project for Future Draeger Prop Installation

SOURCE: Engineering and Project Management

COMMENT: At its meeting on October 3, 2023, the City Council authorized the purchase of a live burn training tower manufactured by Draeger, Inc. in response to the Multi-Agency Serious Accident Review Teams (SART) recommendation to provide comprehensive training on commercial vs. residential structure fires, search techniques, firefighter survival, as well as a continuing live fire training program. Draeger, Inc. is responsible for manufacturing and installing the live burn training tower, while the City is responsible for prepping the site and installing the engineered pad and drainage for the live burn training tower to be installed on.

The Plans and Project Manual have been prepared for the Foundation and Drainage System Project for the future installation of the Draeger Fire Training Prop. The project includes grading of the site and the construction of the engineered concrete pad and drainage system that Draeger will utilize to install the fire prop they are currently manufacturing. This project is the required first step in the process to allow the installation of said prop.

The Engineer's Estimate of Probable Cost is \$350,000. An additional \$35,000 is required for construction contingency (10%) and \$35,000 is required for construction management, surveying, and quality control and inspection services (10%); equating to a total construction cost of \$420,000. Funding for this project is approved in the 2024-2025 Fiscal Year Budget at an amount not to exceed \$500,000.

RECOMMENDATION: That the City Council:

1. Approve staff's recommended Plans and Project Manual;
2. Authorize staff to advertise for bids on the project; and
3. Authorize the City Engineer to negotiate materials testing services with one of the on-call firms as approved by Council MO#09-081523.

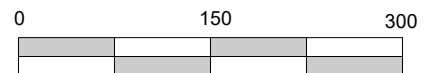
ATTACHMENTS: 1. Locator Map

Appropriated/Funded:

Review By:

Department Director:
Javier Sanchez, Engineering & Project Management Director

Final Approver: Jason Ridenour, Deputy City Manager



SCALE: 1"=150'

CITY OF PORTERVILLE
ENGINEERING DIVISION

201 NORTH MAIN STREET
PORTERVILLE, CA. 93257
(559) 782-7482

**FOUNDATION AND DRAINAGE
PROJECT FOR FUTURE
DRAEGER PROP**

DRAWN BY	JG
CHECKED BY	SW
SCALE	1"=150'
DATE	9/11/2024

SHEET
1
OF
1



CITY COUNCIL AGENDA – SEPTEMBER 17, 2024

SUBJECT: Authorization to Award Contract - Emergency Board-Up Services

SOURCE: Parks and Leisure Services

COMMENT: The City of Porterville is in need of board-up services for City and/or privately owned structures caused by fire, vehicle accident, vandalism, trespassing and related activities, natural disaster, nuisance, and/or other causes. Emergency board-up service is initiated by a City officer to secure unsafe conditions and is authorized by the Municipal Code as a requirement to enforce health and safety regulations. When the City takes action to board-up property, the property owner is charged for the cost of board-up, in addition to any applicable administrative fees.

The scope of services from the RFP included: all windows and doors, fire escapes, and other external wall openings shall be boarded in an approved manner to prevent entry by unauthorized persons; board-up work to be performed in the timeframe deemed appropriate by City staff on a case by case basis; and the Contractor must prepare a work order/invoice upon project completion.

On July 16, 2024, City Council authorized staff to distribute a Request for Proposals (RFP's) for emergency property board-up services. Three RFP's were received by the City from MTZ Building Solutions, Benevento's Cleaning & Restoration Service, Inc., and The Lopez Construction Family LLC. The City's review committee deemed all three submittals to have adequate experience, and to be capable of performing all required duties. Similar to when the City last contracted out board-up services, staff recommends the City's dispatch center be given the names of all three vendors to be included on a rotating on-call basis as needed. This will ensure the job gets done, as there are times a vendor could pass on a job for whatever reason, thus the need for alternative options.

RECOMMENDATION: That the City Council award emergency board-up services contracts on a rotating on-call basis to MTZ Building Solutions, Benevento's Cleaning & Restoration Service, Inc., and The Lopez Construction Family LLC.

ATTACHMENTS: 1. Board-up RFPs

Appropriated/Funded:

Review By:

Department Director:
Donnie Moore, Parks and Leisure Services Director

Final Approver: Patrice Hildreth, City Manager

**PROPOSAL FOR
CITY OF PORTERVILLE**

**EMERGENCY BOARD-UP SERVICE
RFP No. 24/25-SR1976**

August 16th, 2024

Submitted to:
Public Purchase Portal
<https://www.publicpurchase.com>
City of Porterville
Parks.leasure@porterville.ca.us

Submitted by:
Benevento's Cleaning & Restoration Service, Inc.
dba ServiceMaster by Benevento
8230 W. Doe Avenue
Visalia, CA 93291
559-266-4357
EIN# 77-0361244
DIR #1000016656
SB-PW DGS Certification # 2024228
CA Contractors License #723039
City of Porterville Tax Certificate #00648

Submission Contact:
Scott Smith
Sales Manager
559-972-6595
scotts@smbenevento.com

ServiceMASTER
Restore



COVER LETTER

City of Porterville
Parks.leasure@porterville.ca.us

RE: Emergency Board-Up Service
RFP 24/25-SR1976

Dear Selection Committee:

Benevento's Cleaning & Restoration Service, Inc. dba ServiceMaster by Benevento commits to deliver to the City of Porterville a professional staff, a deep understanding of all regulatory agency guidelines, and board-up service expertise. As the conservator of the City of Porterville, we understand the importance of creating a safe environment for everyone in your community.

- **Professional and Dedicated Team** – ServiceMaster by Benevento will partner with the City of Porterville in responding quickly, discussing scope of work, and will communicate progress, and any other relevant information.
- **Multiple Stakeholders** – ServiceMaster by Benevento understands the intricacies that come with a municipality and how to work with and communicate appropriately with each agency, division and department and the residents within the City of Porterville associated with the situation requiring board-up service.
- **Regulatory Guidelines** – ServiceMaster by Benevento is well versed and aligned with the established guidelines of the following agencies:
 - Centers for Diseases Control and Prevention (CDC)
 - Occupational Safety and Health Administration (OSHA)
 - U.S. Environmental Protection Agency (EPA)

ServiceMaster by Benevento's credentials to serve you include the following:

- Member of the nationally acclaimed ServiceMaster family of brands; one of the world's largest and most versatile disaster restoration networks.
- Single point of contact for the City of Porterville.
- Certified Small Business for the use of Public Works (SB-PW) by Department of General Services. DGS Certification #2024228
- Over \$1M in public entity revenue last year

We thank you for your consideration and look forward to partnering with the City of Porterville and the opportunity to become your board-up service provider. Should you have any questions, feel free to call me at 559-804-9314.

Respectfully,



Antonino Benevento
President

TABLE OF CONTENTS

CONTACT INFORMATION	PAGE 4
CAPACITY AND EXPERIENCE	PAGE 4 - 6
TEAM STRUCTURE / INTERNAL CONTROLS	PAGE 7 - 13
EXPERIENCE	PAGE 14 – 21
REFERENCES	PAGE 22
RELATED INFORMATION	PAGE 22
BOARD-UP SERVICES PRICING	PAGE 23
LICENSES AND CERTIFICATIONS	PAGE 24 - 31



Contact Information

City of Porterville's main contact information:

Scott Smith
Sales Manager
8230 W Doe Avenue, Visalia, CA 93291
O: 559.266.4357
C: 559.972.6595
scotts@smbenevento.com

Capacity and Experience

Established in 1985, Benevento's Cleaning & Restoration Service, Inc. dba ServiceMaster by Benevento has flourished. We have two locations – our headquarters in Visalia and a branch in Fresno. In 2023, our revenues exceeded \$19.7M of which over \$1M came from the Public Entity sector. We have been performing board-up services for 39 years. Last year we completed 379 board-up jobs netting \$710, 240.

ServiceMaster by Benevento is part of ServiceMaster Restore, a large nationwide disaster recovery network comprising of 21 command and control centers and over 600 locations. With the backing of \$3 billion in revenue, along with our vast network, we have the strength and knowledge to better resource and manage equipment, materials, and logistics. Our alliances across the nation allow us to secure scarce resources, like generators, water, and fuel, vital to quickly restoring operations in declared disaster areas. During these disaster events including those classified as a Catastrophe, we have managed the recovery of homes, businesses, and government facilities through our nationwide network of disaster restoration experts, including that of The Pentagon following 9/11.

ServiceMaster by Benevento takes pride in our attention to those in peril. We respond quickly to the concerns and needs of our clients and stand ready to help no matter what time they call. ServiceMaster is the premier provider of emergency restoration and mitigation services. We serve each of our communities proudly providing prompt 24-hour services.

We have provided services to the following Public Entities 2023 – 2024:

City of Lindsay
County of Tulare
Hanford Police
Housing Authority of Tulare
Sequoia National Park
Tulare County Superior Court
Tulare Public Library
Corcoran Unified School District

Immanuel Schools
Mission Oak High School
Pioneer Union Elementary School
Porterville High School
Stone Corral School District
Three Rivers Union School District
Kaweah Health

Licenses and Certifications

Each operations team member is trained in general skills relating to company policies, internal CRM and job tracking software, customer interaction protocol, various areas of safety, etc. Additionally, they receive training specific to their role and specialty (water, fire, board-ups, contents, biohazard, mold, homeless encampment abatement, and other specialties). Leadership training is given to those in managerial positions. All receive continuous safety training. We also conduct annual performance reviews and create development plans for all staff. Additionally, client feedback is sought on every job. At the completion of a



job, a Certificate of Satisfaction is sent to the customer. Additionally, we send a follow-up survey on every job. The feedback is assessed, trends are highlighted, and appropriate improvements are made.

Related Licenses and Certificates:

DIR 1000016656

Small Business Certificate #2024228

City of Porterville Business License #00648

Contractors State License B #723039

IICRC #78661

EPA #NAT-66987

Trauma Scene Waste Practitioner TSW 393

Household Movers Permit CAL-TO192288

**See Licenses and Certificates starting on page 24*

ServiceMaster by Benevento offers the following services:

Catastrophe Response

Construction Services

Building & Site Stabilization

Pre-loss Planning

Content Restoration

Environmental Services

We mitigate damages stemming from natural and man-made disasters including but not limited to water, flood, sewage, fire and smoke damage, mold, asbestos, lead, homeless encampments, viral/infectious diseases, and biohazards.

Services delivered on a regular basis:

- Water Mitigation
- Board-up
- Fire, Smoke and Water Damage Restoration
- Odor Control
- Sewer Overflow Mitigation
- Dry Ice Blasting and Pressure Washing
- Complete Pack-Out and Storage
- Contents Inventory Management
- Contents Cleaning
- Homeless Encampment Abatement
- Mold Remediation
- Bacteria and Virus Remediation
- Asbestos and Lead-Based Paint Abatement
- Rebuild



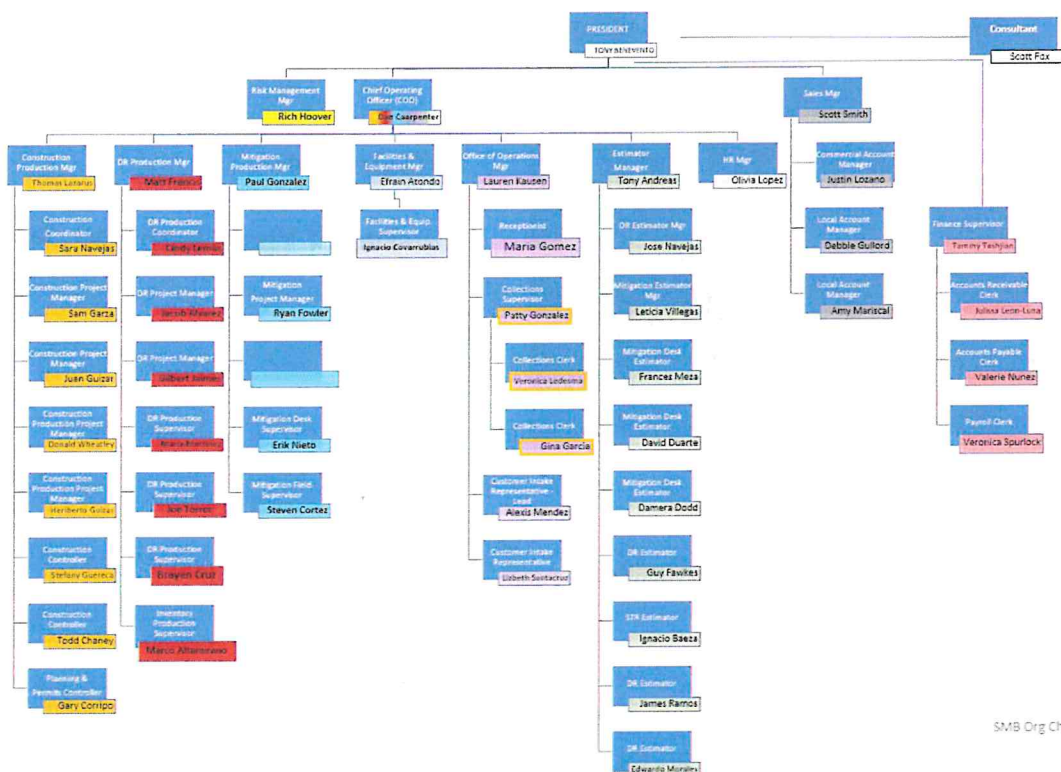
Biohazard Management Services:

- Trauma Abatement Cleaning and Restoration
- Blood Removal
- Drug Paraphernalia Removal
- Death Scene Remediation
- Crime Scene Cleaning and Restoration
- Tear Gas Contamination
- Clandestine Meth Lab Cleaning and Restoration
- Hoarding Cleanup
- Deodorization Services
- Biohazards from rodents, pigeons, racoons, and bats
- Bioterrorism Remediation
- Disinfection, Sanitation, Decontamination (C. Diff, MRSA, VER, COVID-19)

Team Structure / Internal Controls

Our Visalia office will be dedicated to the City of Porterville. We will respond to any City requests 24/7/365 within two – four hours. Additionally, if needed, we can pull resources from our Fresno location if the need arises.

Organizaational Chart



SMB Org Chart as of 2-5-24.docx

Dedicated Team

We will assign a designated team consisting of 13 staff members to the City of Porterville Board-Up Services. This temporary services division team is highly trained and experienced in conventional framing and will work closely with your team to understand the city's specific requirements and issues. We can provide services ranging from a simple board up on a single-story building, to building temporary walls required to sustain the structural integrity of a building. No less than two (2) technicians will go out to every request.

Once on site the technicians will perform an on-site assessment and determine if additional items and/or assistance are required. We will document via photographs the conditions of the property. We will perform whatever service has been approved and take post services photos showing a secured property. We will then provide a detailed scope note including how long the service took, the material used, and any special notes as needed.

An estimator will then review the photographs along with the detailed note provided by the technicians to create an invoice for the services performed. The estimate will be a time and material estimate using the approved price sheet.



TONY BENEVENTO

Title: President

Number of Years in the Industry: 24

Number of Years with SM: 24

Position Summary:

Focused on long term growth opportunities

Career Summary:

Started as a water tech when I came into the business in 2001. In 2002, I started estimating fire, mold and construction jobs. In 2006, I purchased the business from Larry Benevento. In 2008, I opened a branch in Bakersfield CA. In 2016, I opened a branch in Fresno CA. Since 2006, I have been the President of SMB. The company has grown in revenue every year since I purchased it. As the company grows my position and duties as President grow as well.

Proudest moment at SM:

Watching the growth of the company and the growth of our employees.

3 words that the person who knows you best would use to describe you:

- Driven
- Passionate
- Motivating



DAN CARPENTER

Title: Chief Operations Officer

Number of Years in the Industry: 24

Number of Years with ServiceMaster by Benevento: 15

Position Summary:

My role involves ensuring efficient operational processes and implementing strategic initiatives. I manage budgets, monitor performance, and mitigate operational risks; but most of all, I maintain and improve a restoration process that leaves customers better off than when they hired us.

Career Summary:

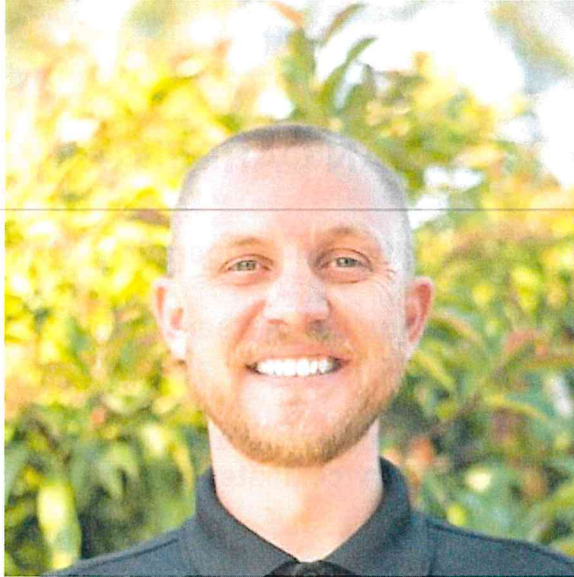
After graduating with a BA and running a local construction company, I began my career at ServiceMaster as a construction manager. My expertise and leadership skills have since propelled me to the role of Chief Operations Officer, where I oversee daily operations and drive strategic initiatives. My journey reflects a commitment to operational excellence and continuous improvement.

Proudest moment at SM:

I take pride in many moments at ServiceMaster, particularly those when the company provides financial assistance to customers during the challenging claims process. Additionally, I find fulfillment in witnessing the growth and development of young employees as they progress and achieve their professional goals.

3 words that the person who knows you best would use to describe you:

- Strategic
- Local
- Productive



SCOTT SMITH

Title: Sales Manager

Number of Years in the Industry: 10+

Number of Years with SM: 8

Position Summary:

As the Sales Manager for ServiceMaster by Benevento, I am responsible for leading the Sales and Marketing Teams. I am also responsible for leading sales initiatives, setting company sales goals, developing high functioning sales professionals, managing productivity, and ensuring clients are provided with outstanding customer service.

Career Summary:

After graduating from California State University, Fresno, I started my sales career as a Marketing Representative in the Restoration Industry. I quickly learned the value of creating relationships with community leaders and actively sought partnerships with key decision-makers within the industry. In 2014, I briefly left the Restoration Industry and joined the local Chamber of Commerce as Director of Partnership Development. However, in 2015, I and my family experienced a catastrophic house fire that completely destroyed our home and possessions. This first-hand experience led me back to the Restoration Industry with a renewed commitment to helping people during their time of need. I honestly believe in the power of community partnerships and constantly seek to expand ServiceMaster's customer base through key relationships and dedication to service.

Proudest moment at SM:

My proudest moment at ServiceMaster was when I had the opportunity to help my neighbor after a devastating house fire. Witnessing their distress and knowing the challenges ahead, I took swift action to help coordinate the cleanup and restoration process. Providing support and bringing some relief to my neighbor during such a difficult time was incredibly rewarding, reinforcing my dedication to making a positive impact in people's lives through my work.

3 words that the person who knows you best would use to describe you:

- Energetic
- Passionate
- Loyal



THOMAS LAZARUS

Title: Construction Manager

Number of Years in the Industry: 6

Number of Years with SM: 6

Position Summary:

As the Construction Manager for ServiceMaster by Benevento, I am responsible for leading the Construction Team, leading construction initiatives, procedures, training, hiring, and development, managing productivity, and ensuring clients are provided with outstanding customer service.

Career Summary:

I have worked in construction for over 20 years. Prior to joining ServiceMaster by Benevento, I was a custom homes finish carpenter contractor since 2004. In 2018, I began my relationship with ServiceMaster by Benevento in the sales department as an Account Manager. After a year, I became interested in joining the operations team and transitioned to working in the field as a water technician. I was promoted and am now the Construction Manager.

Proudest moment at SM:

My proudest moment at ServiceMaster was when I had the opportunity to manage two large mitigation jobs. I did a great job and the projects were completed on time and the clients were happy with the outcome and process.

3 words that the person who knows you best would use to describe you:

- Driven
- Detail Oriented
- Efficient



Internal Controls

Our Mission

Since 1985, ServiceMaster by Benevento values have driven our work performance and commitment to our customers. We commit to offering our specialized services 24/7/365 with reliability and consistency. We sympathize with our clients and team members before offering compassionate solutions to their needs. We focus on protecting our clients and our team members. We encourage, teach, and appreciate each other's strengths and efforts by working together completing jobs promptly and efficiently, while maintaining high quality service. We are honest with integrity and character. We serve our customers with the utmost quality and ethical standards from beginning to end. When you work with ServiceMaster by Benevento, you are choosing a business partner with a strong moral compass and long-term customer satisfaction mind-set.

Fulfilling Service Requests

ServiceMaster by Benevento has been doing emergency services for over 38 years. Our standard response time is to be on-site within 2-4 hours of receiving a notice of loss. We will have no issue supplying all the necessary labor and equipment needed to complete a board-up request.

Assigning, Tracking, and Evaluating Work Assignments

We use a job software program, Restore365, designed for the emergency mitigation industry. Within it, we assign teams, schedule, track KPIs, dispatch, and house all job-related documents, photos, and notes. To ensure all are doing tasks as needed, supervisors evaluate the technicians work throughout all the stages of the job.

Customer Service

We understand the importance of our clients and maintaining strong, long-term partnerships. To achieve this, we listen to what is important to them both in the overall partnership and within each project. We clearly communicate the scope of work needed on each project, update them as work is being done, let them know if there are uncovered challenges, do everything we stated we would do, and follow up after completion to make sure they are satisfied. At the completion of every job, we have a Certificate of Satisfaction document signed. Additionally, every client is asked to complete an NPS survey and track the results so we can modify our training and processes if needed. If at any time a client feels we did not meet their expectations, we discuss the issues, determine a resolution, and correct the issue.

Communication

ServiceMaster by Benevento starts every project by assessing the situation, prioritizing immediate stabilization of environment, developing an overall scope of work, executing on plan, and communicating with you throughout the project. We walk the site with your team, discuss the board-up plan, and finalize the scope of work together. We share daily reports containing updates outlining work completed that day, uncovered issues, and any other important project information with all stakeholders.

Administrative Support

From the start of a job to completion of work, ServiceMaster by Benevento will provide the City of Porterville with a dedicated administrative team. This team will be responsible for making sure all documentation, certifications, work orders, work authorizations and requests for orders are issued to the



correct parties. We will be available to provide you with any documentation needed while a job is underway. Once a job is completed, we will also be responsible for providing other stakeholders with needed documentation, invoices, before and after pictures and items fulfilling prevailing wage requirements.

Follow Up

Upon completion of work, ServiceMaster by Benevento will follow up with the City's representatives to ensure all work was completed to the City's satisfaction. At ServiceMaster we are looking to grow an excellent partnership with the City of Porterville.

Equipment

Our dedicated board-up trailers contain the following equipment:

- OSB Sheathing
- 2"x4"x16'
- TMP fencing
- Sandbags
- Heavy duty plastic for roof tarps
- Fasteners
- Generator
- Flood lights.

Safety Program

ServiceMaster by Benevento has a full-time Risk Manager that presents safety training to each employee as part of their onboarding and continues it throughout their employment tenure with our company. Every morning starts with a safety meeting.

Our standard safety programs:

Hazard Communication
Emergency Action Plan
Confined Space
Respiratory Protection
Hearing Conservation
Bloodborne Pathogens
Ergonomics
Fall Protection
Protective Equipment
Powered Industrial Trucks
Machine Safety
Vehicle Safety
Hand and Power Tool Safety
COVID-19/Pandemic
Cold Conditions
Hot Conditions
Injury & Illness Prevention
Safe Lifting
Chemical Safety
Ladder Safety



Benevento's Cleaning & Restoration Service, Inc.
dba ServiceMaster by Benevento
 8230 W. Doe Avenue
 Visalia, CA 93291

Experience

Companies in contract for Board-Up services

Client	Contact	Phone Number	Email
Visalia Fire Department	Darrin Hughes	559-713-4266	darrin.hughes@visalia.city
Tulare County Superintendent of Schools	Tim A. Hire	559-733-6312	tim.hire@tcoe.org
Buckingham Property Management	Rick Reyes	559-396-7450	rreyes@buckinghampm.com
AAA Auto Club Enterprise	Meredith Magaha	800-756-5656	Meredith.Magaha@smbrestore.com
Acuity Insurance	Abby Stewart	800-756-5656	Abby.Stewart2@servicemaster.com
AFICS (American Family)	Meredith Magaha	800-756-5656	Meredith.Magaha@smbrestore.com
American Farmers & Ranchers	Abby Stewart	800-756-5656	Abby.Stewart2@servicemaster.com
Allstate Insurance	Milena Woodward	800-756-5656	Milena.Woodward@smbrestore.com
Assurant	Abby Stewart	800-756-5656	Abby.Stewart2@servicemaster.com
Auto-Owners Insurant	Jay Hornby	800-756-5656	Jay.Hornby@smbrestore.com
Brotherhood Mutual	Lance Davis	800-756-5656	Lance.Davis@servicemaster.com
CFM Insurance	Jay Hornby	800-756-5656	Jay.Hornby@smbrestore.com
Cornerstone National Insurance	Jay Hornby	800-756-5656	Jay.Hornby@smbrestore.com
Country Financial	Milena Woodward	800-756-5656	Milena.Woodward@smbrestore.com
Erie Insurance	Kevin Bloomfield	800-756-5656	Kevin.Bloomfield@smbrestore.com
Farmers / Foremost / FWS (Metlife)	David Koeppel	800-756-5656	David.Koeppel@smbrestore.com
GuideOne Insurance	Lance Davis	800-756-5656	Lance.Davis@servicemaster.com
Hanover / Citizens	Abby Stewart	800-756-5656	Abby.Stewart2@servicemaster.com
Hartford	Milena Woodward	800-756-5656	Milena.Woodward@smbrestore.com
Mercury Insurance	Milena Woodward	800-756-5656	Milena.Woodward@smbrestore.com
Nationwide Insurance	Lance Davis	800-756-5656	Lance.Davis@servicemaster.com
Next Insurance	Abby Stewart	800-756-5656	Abby.Stewart2@servicemaster.com
Standard Casualty	Abby Stewart	800-756-5656	Abby.Stewart2@servicemaster.com
State Farm Insurance	Kevin Bloomfield	800-756-5656	Kevin.Bloomfield@smbrestore.com
Stillwater Insurance	Milena Woodward	800-756-5656	Milena.Woodward@smbrestore.com
Sun Communities	Jay Hornby	800-756-5656	Jay.Hornby@smbrestore.com
Travelers Insurance	Abby Stewart	800-756-5656	Abby.Stewart2@servicemaster.com

***Three case studies of board-up jobs on following pages.**

Case Study 1

Client:	Porterville Chamber of Commerce
Location:	93 N. Main Street, Suite A
Industry:	Public Entity/Municipality
Date of Loss:	7/16/2020
Type of Loss:	Building Fire
Total Cost:	\$77,200
Contact Name & Title:	Jessica Brackeen – Chief Executive Officer
Contact Info:	O: 559-784-7502 jessica@portvillechanber.org

Background: Contacted by Porterville Chamber of Commerce that there had been a fire within the downtown business district and multiple businesses were impacted. The property is owned by City of Porterville and the Chamber is the tenant.

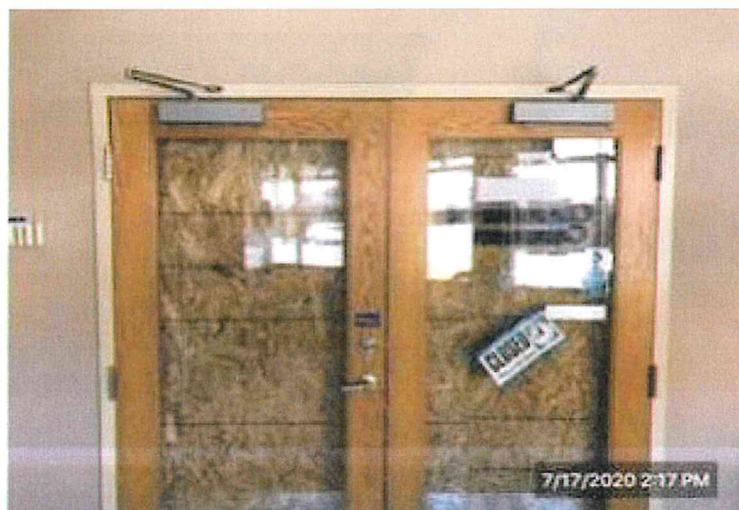
Loss Description: Bathroom fan was left on all night and believed to be the cause of the fire. It was determined that the fire started above a restroom, which was a shared attic. The fire caused fire damage to the restroom, break room, break room closet, office, and office closet of each business. There was heavy smoke, and soot present in the entire building. All the entrances of the affected business were within a communal courtyard, we determined that the most efficient way to secure their businesses was to board-up the common back entrance door rather than doing so to each of their separate front doors.

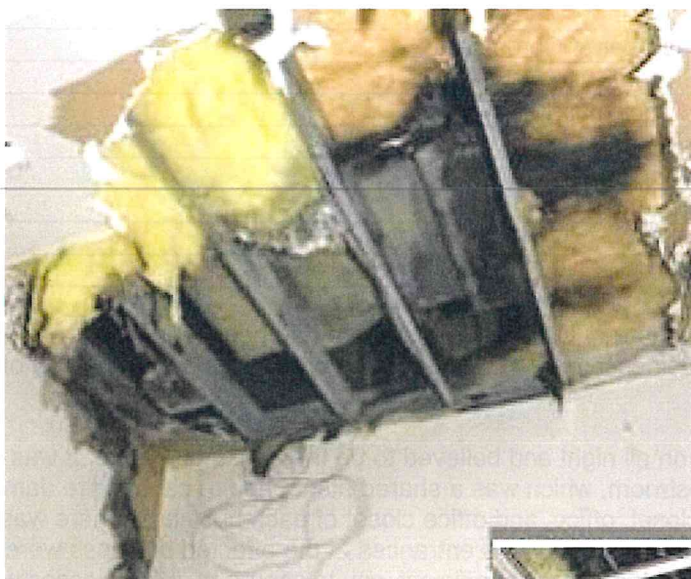
What made this job unique or challenging: As there were multiple businesses with various needs, we coordinated content pack out, followed by structural cleaning, smoke sealing, and the structural repairs for each individually. Another challenge was finding a way to remove the insulation within the walls and ceiling. The batted insulation in the ceiling was removed and replaced with a netting that held the insulation into the ceiling I beams. This was done to prevent removing the roof to install insulation. Furthermore, we used a scissor lift to get out guys up there to remove and replace the insulation. The T-bar ceiling was removed and replaced.

Describe the resources used: Board-up: OSB sheets, 2x4x8 lumber; **Structure Cleaning:** Personal protective mask (N-95), lead and asbestos testing requested, eye protection, personal protective gloves, air scrubber, hydroxyl generator – odor counteractant – 2 optics, scissor lift, cleaned the common restroom within the building every 2 weeks during the repairs- Wipe down sink area, sweep and mop floors and clean toilets; **Structure Repair:** Dump trailer, scissor lift; **Contents:** Ozone treatment, boxes, tape, bubble wrap, furniture blankets, moving van, offsite storage at our facility

Describe the finished product: Businesses and their contents were cleaned of any smoke and fire damage and businesses reopened.

How long did it take to complete the job: The Board-up was completed in 3.5 hours. The structure and contents cleaning and structure repairs were completed over the next 10 months.





Case Study 2

Client:	Tulare Youth Services
Location:	327 S. K Street, Tulare, CA 93274
Industry:	Public Entity/Municipality
Date of Loss:	06/15/2022
Type of Loss:	Vehicle impact
Total Cost:	\$132,464
Contact Name & Title:	Tim Zavala - Chief Executive Officer; Keith Sweepe – Facility Manager
Contact Info:	559-691-0818 facilities@tysb.org

Background: Tulare Fire Department contacted us as a vehicle had run into the Tulare Youth Services building and the tenant needed the building secured.

Loss Description: On 6/15/2022 at 10:00pm, a call came into our office requesting that we respond immediately as a vehicle had driven through a concrete wall into the building's conference room. We arrived onsite at 11:39. There was significant debris that needed to be sorted out. We documented the file with photos to show how the property looked prior to the debris clean up and the board up. The structure consisted of a block wall on the exterior with a framed 2x4 insulated and drywalled wall. Amongst the wall debris we took photos of a custom table that had been damaged. The debris was cleaned, and the building was secured using 4x8 sheets of plywood and new 2x4s. Concerns of structural integrity were brought up indicating that we would have to remove additional parts of the load bearing wall to complete the repairs. We had the construction crew build a temporary wall. We applied sheathing to the wall to verify the building would remain secured throughout the repairs.

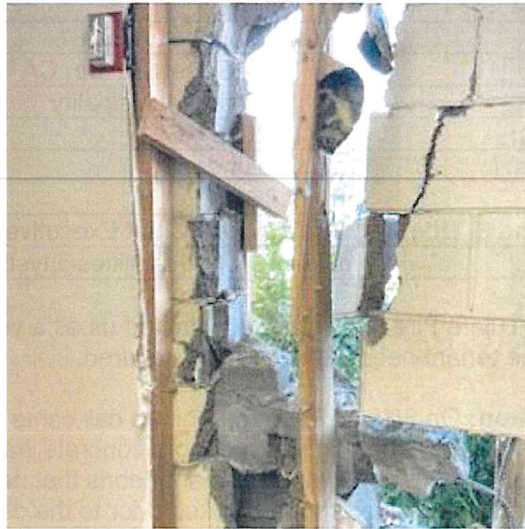
What made this job unique or challenging: There were no challenges.

Describe the resources used: Board-up: Generator, OSB sheets, 4x8 lumber; Structure Cleaning: tandem axle dump trailer, air scrubber, hepa vacuum

Describe the finished product: Job was well thought out and executed perfectly. The client was extremely happy with the results. They asked us to also rebuild the entry canopy area which included the frame and roofing along the whole section. We shimmed the roof to add a pitch so rainwater would roll off the canopy area properly and replaced all the dry rotted areas with new wood followed by paint. Pictures attached to the email to reference.

How long did it take to complete the job: The board-up was completed in three (3) hours. The full clean up and rebuild was completed in eight (8) months.







Benevento's Cleaning & Restoration Service, Inc.
dba ServiceMaster by Benevento
8230 W. Doe Avenue
Visalia, CA 93291

Entry Canopy Rebuild



Case Study 3

Client:	La Hacienda
Location:	13669 E. Manning Avenue, Parlier, CA 93648
Industry:	Restaurant
Date of Loss:	02/23/2024
Type of Loss:	Vehicle impact
Total Cost:	\$2,302
Contact Name & Title:	Steve Wu – Owner; Roman - Manager
Contact Info:	559-574-263; 599-356-6647 rnmarket10@outlook.com

Background: The restaurant manager contacted us as a truck had run into the La Hacienda restaurant.

Loss Description: Call came in at 4:07 pm on 2/23/24 indicating a vehicle had driven into the shopping center affecting two (2) store units, one of which was a restaurant. We arrived on site by 5 pm and accessed the damage. The vehicle had run through a commercial door and window leaving glass and metal debris behind. Board-up was needed for one (1) door and one (1) window, as well as interior wall.

What made this job unique or challenging: We did not have any challenges on this job.

Describe the resources used: OSB sheets, 4x8 lumber

Describe the finished product: We cleaned up all the debris and established temporary wood frame in which the plywood could be secured into and boarded up the door, window and interior wall. The customer was very pleased with the technician's work. Stated that our team was very professional and polite.

How long did it take to complete the job: The board-up was completed in 2.5 hours.







Benevento's Cleaning & Restoration Service, Inc.
dba ServiceMaster by Benevento
8230 W. Doe Avenue
Visalia, CA 93291

References

Company Name: Visalia Fire Dept.	Contact Person: Darrin Hughes
Address: 430 N. Burke	Telephone Number: 559-805-6155
City, State, Zip: Visalia CA 93292	Email Address: Darrin.hughes@visalia.city
Services Provided / Date(s) of Service: Emergency Board-Up and Temporary Fencing Services from Fires, Fallen Trees, and Vehicle Impacts. 2015 to Present	

Company Name: Kaweah Health	Contact Person: Kevin Morrison
Address: 400 W. Mineral King Ave.	Telephone Number: 559-750-8767
City, State, Zip: Visalia CA 93291	Email Address: kmorrison@kaweahhealth.org
Services Provided / Date(s) of Service: Water Mitigation, COVID-19 Disinfection Services, Fire Damage Clean-Up, Board-Up Services, Reconstruction, etc. 2016	

Company Name: Pride Industries	Contact Person: Donald Lacy
Address: 10030 Foothills Blvd.	Telephone Number: 916-531-5357
City, State, Zip: Roseville CA 95747	Email Address: donald.lacy@prideindustries.com
Services Provided / Date(s) of Service: Water Mitigation, Content Pack-Out, Contents Cleaning, Reconstruction Services, etc. 2023 to Present	

Related Information

ServiceMaster by Benevento has not had any contract terminated for default in the last five (5) years.

ServiceMaster by Benevento has not been involved in any litigation in the last five (5) years.



Board-Up Services Pricing

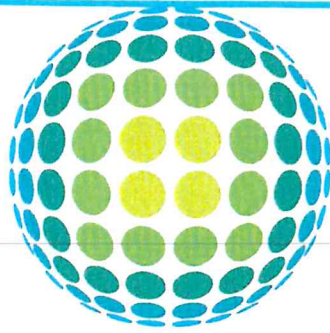
PORTERVILLE-RFP-1-2

Porterville-RFP-Non PW

DESCRIPTION	QTY	UNIT PRICE	TOTAL
*****General*****			
1. Emergency service call - during business hours	1.00 EA @	237.93 =	237.93
Note: Administrative/labor costs associated with allocating resources for an emergency response during normal business hours as needed. Immediate attention is warranted, potentially eliminating secondary damages and/or safety hazards.			
2. Emergency service call - after business hours	1.00 EA @	356.88 =	356.88
Note: Administrative/labor costs associated with allocating resources for an emergency response after normal business hours			
3. Residential Supervision / Project Management Labor - per hour	1.00 HR @	92.22 =	92.22
Note: Due to the nature of the services provided a supervisor is required to ensure the safety of all parties present.			
4. Barricade/warning sign/traffic cone - Min. equip. charge	1.00 EA @	52.50 =	52.50
5. Haul debris - per pickup truck load - including dump fees	1.00 EA @	166.29 =	166.29
6. Generator - 6,000 watt - portable (per day)	1.00 DA @	116.10 =	116.10
*****Board Up*****			
7. Temporary Repairs Labor - per hour	1.00 HR @	89.22 =	89.22
8. Temporary Repairs Labor - per hour - after hours	1.00 HR @	133.96 =	133.96
9. Material Only Board-up windows and doors-(Material only)	1.00 SF @	0.90 =	0.90
Note: 8X4 1/2 sheets			
10. Material Only 2" x 4" x 16' #2 & better Fir / Larch (Material only)	1.00 EA @	10.05 =	10.05
Note: Lumber used to board up windows, doors.			

Porterville-RFP-PW

DESCRIPTION	QTY	UNIT PRICE	TOTAL
*****General*****			
11. Emergency service call - during business hours	1.00 EA @	594.81 =	594.81
Note: Administrative/labor costs associated with allocating resources for an emergency response during normal business hours as needed. Immediate attention is warranted, potentially eliminating secondary damages and/or safety hazards.			
12. Emergency service call - after business hours	1.00 EA @	892.20 =	892.20
Note: Administrative/labor costs associated with allocating resources for an emergency response after normal business hours			
13. Residential Supervision / Project Management Labor - per hour	1.00 HR @	203.90 =	203.90
Note: Due to the nature of the services provided a supervisor is required to ensure the safety of all parties present.			
14. Barricade/warning sign/traffic cone - Min. equip. charge	1.00 EA @	52.50 =	52.50
15. Haul debris - per pickup truck load - including dump fees	1.00 EA @	340.32 =	340.32
16. Generator - 6,000 watt - portable (per day)	1.00 DA @	92.88 =	92.88
*****Board Up*****			
17. Temporary Repairs Labor - per hour	1.00 HR @	223.05 =	223.05
18. Temporary Repairs Labor - per hour - after hours	1.00 HR @	334.91 =	334.91
19. Material Only Board-up windows and doors (Material only)	1.00 EA @	31.46 =	31.46
Note: 8X4 1/2 sheets			
20. Material Only 2" x 4" x 16' #2 & better Fir / Larch (Material only)	1.00 EA @	10.05 =	10.05
Note: Lumber used to board up windows, doors.			



IICRC®

Institute of Inspection Cleaning
and Restoration Certification

Certified Firm

2024

be it known that:

Servicemaster By Benevento

is registered with the IICRC and has pledged to maintain an awareness of and knowledge about the IICRC's published standards relevant to the Certified Firm's operations; will seek and promote educational training for technicians to enhance proficiency; provide service that results in elevated levels of customer satisfaction; be prompt; conduct business with honesty, integrity and fairness; build consumer confidence in the industry; and, promote good relations with affiliate industries.

Carey Vermeulen
Chairman of the Board of Directors

78661

Company #
12/31/2024
Valid Through



City of Porterville, California

BUSINESS LICENSE

8230 W DOE AVE

LOCATION OF BUSINESS

This license is to be displayed conspicuously at the location of business, and is not transferable or assignable.

BENEVENTO'S CLEANING &
RESTORATION SERVICE, INC
DBA SERVICEMASTER BY BENEVENTO
8230 W. DOE AVE
VISALIA CA 93291

EXPIRATION DATE

12/31/2024

DATE ISSUED

7/01/2024

LICENSE NUMBER

00648

SIC NUMBER

238990

SCHEDULE

T-2

This is a business license issued under the Authority of Chapter 15 of the Porterville City Code. The licensee is responsible for compliance with all other ordinances of the City of Porterville, including Fire, Health, Zoning and Building codes.



CONTRACTORS STATE LICENSE BOARD

Pursuant to Chapter 9 of Division 3 of the Business and Professions Code
and the Rules and Regulations of the Contractors State License Board,
the Registrar of Contractors does hereby issue this license to:

BENEVENTO'S CLEANING & RESTORATION SERVICE INC
DBA SERVICE MASTER BY BENEVENTO

License Number 723039

to engage in the business or act in the capacity of a contractor in the following classifications:

B - GENERAL BUILDING

Witness my hand and seal this day,

June 13, 2024

Issued May 21, 1996

CERTIFIED COPY

David R. Focht, Registrar of Contractors

Diana Love, Board Chair

This license is the property of the Registrar of Contractors,
is not transferable, and shall be returned to the Registrar
upon demand when suspended, revoked, or invalidated
for any reason. It becomes void if not renewed.

**BUREAU OF HOUSEHOLD GOODS AND SERVICES
DIVISION OF HOUSEHOLD MOVERS**

HOUSEHOLD MOVERS PERMIT

Business Name: Benevento's Cleaning & Restoration Service, Inc

Business DBAs: Benevento's Cleaning & Restoration Service, Inc

Permit Number: CAL-T0192288

Date Issued: March 10, 2021

Mailing Address: 744 E. Douglas Avenue
Visalia, CA 93292

Business Address: 744 E. Douglas Avenue
Visalia, CA 93292

Principals and Titles: Benevento, Antonino CEO
Benevento, Jessica Secretary

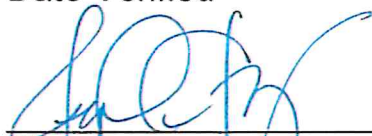
Qualifier: Fawkes, Guy

This permit is to show proof of licensure with the Bureau of Household Goods and Services (Bureau). All information listed has been verified by the signatory below. The above named business is hereby licensed, at the above address, and is subject to the rules and regulations of the Bureau. You must contact the Bureau within 30 days of a change of ownership, business name, location, or corporate officers.

This permit is not valid without a signature and Bureau stamp (below).

March 10, 2021

Date Verified



Jacqueline Castro
Licensing Manager, BHGS



Bureau Seal

United States Environmental Protection Agency



This is to certify that

ServiceMaster by Benevento

has fulfilled the requirements of the Toxic Substances Control Act (TSCA) Section 402, and has received certification to conduct lead-based paint renovation, repair, and painting activities pursuant to 40 CFR Part 745.89

In the Jurisdiction of:

All EPA Administered States, Tribes, and Territories

This certification is valid from the date of issuance and expires July 08, 2025

NAT-66987-3

Certification #

June 23, 2020

Issued On



Michelle Price, Chief

Lead, Heavy Metals, and Inorganics Branch

California Department of Public Health
Medical Waste Management Program
MS 7405, IMS K-2
P.O. Box 997377
Sacramento, CA 95899-7377
www.cdph.ca.gov/MedicalWaste

Date: 5/29/2024
Registrant Identifier: TSW 393

Service Master by Benevento
8230 W. Doe Ave.
VISALIA, CA 93291

Dear Sir/Madam:

Your Trauma Scene Waste Management Practitioner certificate is shown below. Please retain this certificate for your records.

If you have questions regarding this certificate, please call (916) 449-5671.

STATE OF CALIFORNIA
Department of Public Health
Medical Waste Management Program



Service Master by Benevento

8230 W. Doe Ave.
VISALIA, CA 93291

Registration No.
393

in the county of
Tulare

Treatment No.

is registered as a
TRAUMA SCENE WASTE MANAGEMENT PRACTITIONER

Annual Expiration Date
5/17/2025

The facility named herein is registered pursuant to the provisions of the Medical Waste Management Act, Division 104, Part 14, Chapter 5 of the California Health and Safety Code, and shall be subject to all applicable provisions of the law. This permit is not transferable.

Date Issued: 5/29/2024

A handwritten signature in blue ink that reads "Thomas Horner".

Thomas Horner, Chief
Medical Waste Management Program



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/12/2023

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 InterWest Insurance Services, LLC P.O. Box 255188 Sacramento CA 95865-5188		CONTACT NAME: Patricia Garcia PHONE (A/C, No, Ext): 916-609-8467 E-MAIL ADDRESS: pgarcia@iwins.com FAX (A/C, No): 916-609-8467	
License#: 0B01094 SERVRES-01		INSURER(S) AFFORDING COVERAGE	
INSURED Benevento's Cleaning and Restoration Service, Inc dba: Service Master by Benevento 8230 W Doe Ave Visalia CA 93291		INSURER A: Zurich American Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 16535	

COVERAGES**CERTIFICATE NUMBER:** 46428905**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
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY	Y	Y	BAP437862001	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/A	WC437861901	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)

Additional Insured status applies to requested entities if required by written contract per the attached policy form/endorsement(s). Waiver of subrogation applies to requested entities if required by written contract per the attached policy form/endorsement(s). Primary non-contributory applies to requested entities if required by written contract per the attached policy form/endorsement(s).

Proof of Insurance

CERTIFICATE HOLDER**CANCELLATION**

Benevento's Cleaning and Restoration
dba: ServiceMaster by Benevento
8230 W Doe Avenue
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

© 1988-2015 ACORD CORPORATION. All rights reserved.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/8/2024

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 Arthur J. Gallagher Risk Management Services LLC 501 W Main Street Visalia CA 93291 License#: 0D69293 BENECL-01	CONTACT NAME: Lexie Huereca	FAX (A/C, No):	
	PHONE (A/C, No, Ext): 559-635-3574	E-MAIL ADDRESS: ggb.visalia-2.dons_team@ajg.com	
INSURED Benevento's Cleaning & Restoration Service, Inc. ServiceMaster by Benevento 8230 W Doe Avenue Visalia CA 93291	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Underwriters at Lloyd's, London		32727
	INSURER B :		
	INSURER C :		
	INSURER D :		
	INSURER E :		
INSURER F :			

COVERAGES CERTIFICATE NUMBER: 1715747859 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:			CSIEL0129200	4/1/2024	4/1/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 10,000 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 ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☐ UMBRELLA LIAB ☒ EXCESS LIAB ☐ DED ☐ RETENTION \$ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			CSIXEL0017400	4/1/2023	5/1/2024	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	CPL/Professional			CSIEL0129200	4/1/2024	4/1/2025	Per Occurrence \$1,000,000

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

CERTIFICATE HOLDER	CANCELLATION
Benevento's Cleaning and Restoration dba: ServiceMaster by Benevento 8230 W Doe Avenue Visalia CA 93291 USA	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

THE LOPEZ CONSTRUCTION FAMILY, LLC
PROPOSAL FOR RFP NO. 24/25-SR1976
City of Porterville – Emergency Board-Up Service



Contractor Information:

Name: The Lopez Construction Family LLC

Mailing Address: 2341 W. Olive Ave, Fresno, CA 93728

Contact Person: Eduardo Lopez, Project Manager – Phone: (559) 960-8370, Email:
eduardo@lopezconstruction.ca – Fax: N/A

Contractor Statement:

In regard to the attached Request for Proposal, The Lopez Construction Family, LLC intends to perform the services and adhere to the requirements described in this proposal including any addenda issued. Eduardo Lopez is authorized to negotiate contract terms and make binding commitments.

TAB B – Proposer Capacity & Experience



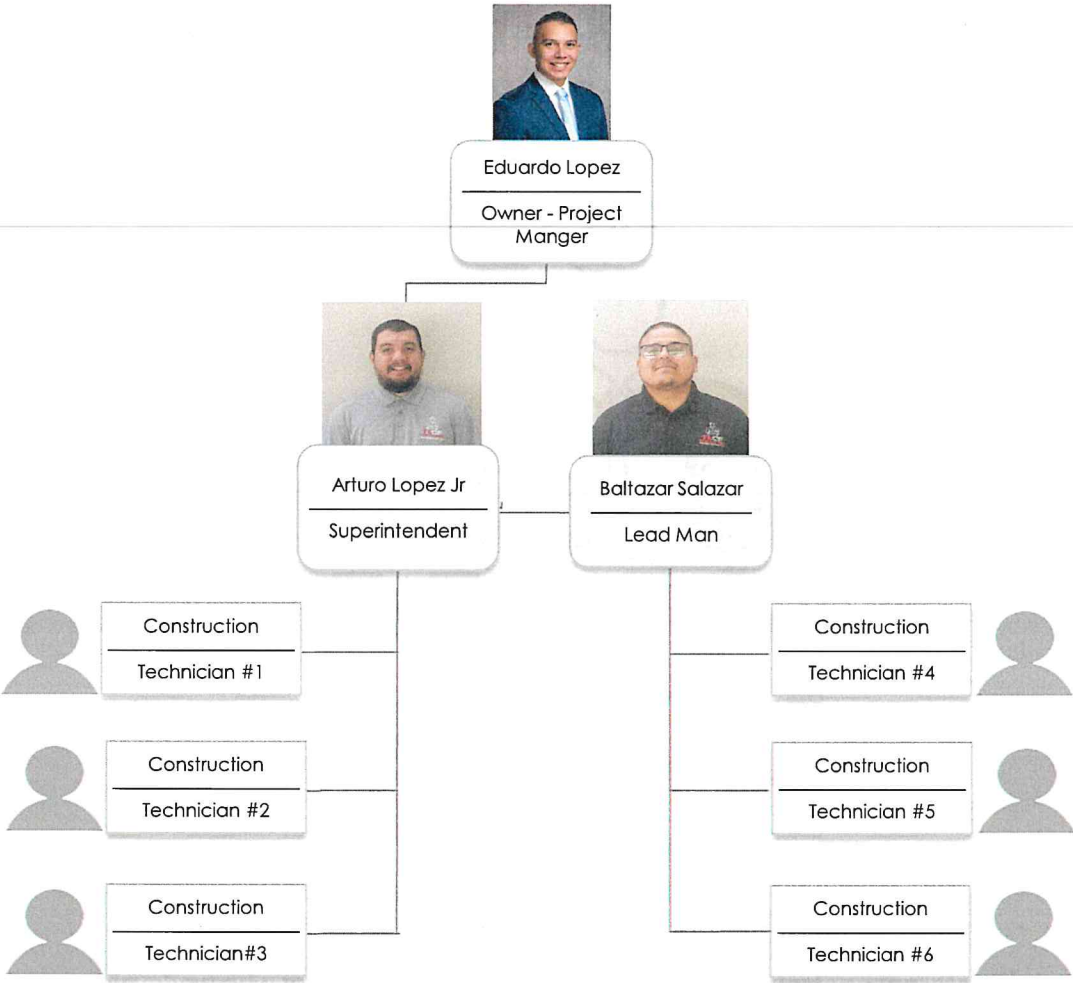
Team experience & financial viability; The Lopez Construction Family, LLC operates under California General Contractor B license number **1097035** & employer identification number **86-3260458**. We are small business certified under California Department of General Services via certification ID: **2034177**. Our firm has over 20 years of experience in the construction industry ranging from office managerial work, field supervision, & trade work in the field on a vast variety of project types. Given the experience from these projects & working under larger contractors our firm has the ability to manage & complete the general construction license b work listed in this proposal. We have been awarded & currently have open general construction service contracts such as these. Our firm is financially equipped to complete the designated scope of work. You will encounter no issues in regard to employee absence due to contractor inability to provide their payments. Accounts are set up with local vendors to purchase material or equipment required. Finally, we have the experience & understand the payroll process & payment timing of NET30 contracts where we won't be affected by the time gap. No subcontractor's are anticipated to be used on this project. Our firm consist of a project manager who works alongside a superintendent to oversee a variety of different projects. Our superintendent manages a total of 6 field employees consistening of carpenters & general laborers which help us bring these projects to completion the last few years. A further breakdown of our organizational chart can be viewed under Tab C of this proposal.

TAB C – Proposer’s Team Structure-Internal Controls



Team structure & internal controls; Our firm consist of a project manager who works alongside a superintendent to oversee a variety of different projects. Our superintendent manages a total of 6 field employees consisting of carpenters & general laborers which help us bring projects to completion the last few years. The project manager is in charge of project compliance, facilitating work by procuring material for the project team & coordinating project requirements with suppliers, subcontractors, designers, & project ownership staff. The superintendent will be in charge of project scheduling, manpower implementation along with safety protocols & quality control to achieve project completion. Our field craft labor is the manpower to achieve project scope completion. A further breakdown of our organizational chart can be viewed under the following page.

ORGANIZATIONAL CHART



TAB D – Experience of the Proposer



Qualifications of team members; Resumes for Project Manager/owner, Eduardo Lopez & Assistant Superintendent, Arturo Lopez Jr can be found in the following pages. Both of us have been with the company since its inception in Fresno, CA where we currently operate. As a project manager/superintendent duo we are able to manage various projects with the help of our lead man & field craft staff as shown in our organization chart. We are a small in house team with various skills in both the office & field side of construction. Therefore we are able to work on the estimating, bidding, & getting through the award process providing all the necessary paperwork such as workers comp, insurances, certified payroll reports, etc. We manage the project after from project kick off, man power mobilization, scheduling, meeting owners needs all the way through punch list & final inspection/owner walk throughs. We understand the job to be on an as-needed basis and building structures to be covered will vary in size, number of window & door openings, etc. We have performed & currently work on general on-call construction services for public agencies near the area which can be found via the references noted on the following page.

Eduardo Lopez

Cell: (559) 960-8370 • Email: eduardo@lopezconstruction.ca

Objective: To demonstrate capability of running your projects in a successful manner.

Education: Bachelor of Science, Construction Management
California State University Fresno 08/2008-05/2013

Edison High School 08/2004-05/2008
High School Diploma

Professional Experience:

The Lopez Construction Family, LLC: December 2022 – Current

Various Projects (Project Manager)

Set up a general construction business & obtained my general contractor's license in 2022. Began managing small residential remodeling projects from the design phase to permitting, construction, & owner closeout. Daily duties consist of pursuing additional work, managing labor resources & material budgets along with field administrative work such as human resources & payroll.

Tutor Perini Corporation: May 2022 – Feb 2023

Project:

LAX Airport Metro Connector - (Assistant Superintendent)

Assistant superintendent on the Airport Metro Connector project part of mass concrete operations which included the construction of pile cap footings, structural mat foundations, & retaining walls. Tasks varied from quality control, concrete take-offs, concrete dispatching, pour day logistics, & production tracking.

Designated project scopes being managed are as follows: structural concrete, doors & hardware, site fencing, miscellaneous metals, hardscape & landscape.

Obtaining permits with City of Los Angeles Bureau of Engineering.

Tutor Perini Building Corp: May 2020 – May 2022

Project:

Table Mountain Casino & Hotel - (Assistant Superintendent)

Currently assistant superintendent on Level 01 Areas 01 through 05 & Level 02. Managing subcontractors throughout the construction process to maintain current schedule. Meeting with

Arturo Lopez Jr

Cell: (559) 612-7782 • Email: arturo@lopezconstruction.ca

Objective: To demonstrate capability of running your projects in a successful manner.

Education: Associates Degree - Construction Management
San Joaquin Valley College - 09/2018-09/2019

J.E. Young Academic Center 2013
High School Diploma

Professional Experience:

The Lopez Construction Family, LLC: July 2023 – Current

Various Projects (Assistant Superintendent)

Managing on-site labor for residential remodel work to do daily tasks required to achieve completion per project schedules. Ongoing managing of on-site labor force, obtaining & ordering required project materials. Daily safety meetings & communication with crews on project goals. Consistent communication with owners on project status & issues.

Wilson Homes, Inc: February 2022 – July 2023

Various Projects (Assistant Superintendent)

Assisting project superintendent in the daily onsite supervision & management of the designated community tract home projects. Prepared for & conducted building inspections with city inspectors. Ensured suppliers & subcontractors adhere to project rules & overall project schedule. Assisted in home turnover to owners from final walk through to completion of punch list & warranty work. Filled out purchase orders along with ensuing & tracking change order work while additionally keeping log of back charges to subcontractors.

Ohanians Drywall: December 2016 – January 2022

Various Projects (Assistant Foreman)

Hands on experience with drywall installation on walls & ceilings in residential & high-end custom homes. Application of taping compound on wall board & sanding to completion. Installation of bull nose at building corners & wall perimeters. Supervising apprentices & ensuring all work is completed in a safe & efficient manner. Ensuring all material is due to arrive on time to commence work & managing delivery of required equipment to perform scheduled work activities.

subcontractors daily to review daily tasks, coordinate work amongst each other's trades, and planning for future work. Daily discussions with design team to resolve field problems that arise. Ongoing coordination of field logistics & inspections. Constant communication & coordination with team project engineers for procurement of materials & buy out.

Webcor Builders: December 2016-May 2020

Projects:

UC Merced 2020 Project: Building 3M & 3K - (Assistant Superintendent) – December 2018 – May 2020

Assistant superintendent for a health & wellness center & regulation size pool for the 2020 project. Coordinated scheduled work amongst trade partners for proper sequencing via BIM & coordination meetings. Conducted weekly safety tailgate meetings with subcontractors along with weekly meetings between designers, inspectors & subcontractors. Maintained project schedule & ensured field work is producing to ensure schedule stays on track. Maintained field budget & produced monthly projections based on upcoming work. Completing daily reports & tracked additional work from subcontractors. Assisted project manager in the processing of change orders. Ongoing communication & coordination with my project engineers to ensure proper buyout of subcontractors & procurement for upcoming trades. Kept daily communication with the project team about current issues & planning. I maintained daily communication with subcontractors in the field about safety, quality control, issues, & coordination with other subcontractors' work.

UC Merced 2020: Site Team (Senior Project Engineer) – Dec 2016 – Dec 2018

Worked on the site packages for the 1st delivery turnover which included underground utilities, grading & earthwork, site hardscape & landscaping. I oversaw managing each individual subcontractor in completing their work to achieve first delivery turnover. Duties included submission of RFI's, submittals, bulletins, inspection requests, conducting subcontractor/owner/designer meetings, creating & updating project schedules, problem solving daily issues between subs, designers, & inspectors, mentoring less experienced project engineers, as-builts, survey, & closeout.

Certifications:

- OSHA 30 Hour Safety Certified - Completed April 2011
- Construction Manager Certification Institute – Construction Manager in Training – Completed July 2017

Skills and Abilities:

- Advanced computer skills: Microsoft Office Products, Adobe Acrobat, CMIC, Prolog, Procore, Bluebeam, Plan Grid, On-screen take off, Autocad, Navisworks
- Great people skills. Can work with all types of personalities.
- Superb verbal and communication skills
- Bilingual in Spanish; advanced in reading and writing
- Very organized, exceptional eye for detail

TAB E: References



Summary: We currently work on projects as noted below that involve a range of different construction scopes. We have submitted on RFP's such as these in the past & have been awarded various projects which we continue to work on. References are noted below.

1.) Housing Authority of San Joaquin County – Rick Lopez (209) 649-3804, 2575 Grand Canal Blvd, Suite 100, Stockton, CA 95207

April 2024 thru current – Via RFP No. 2223-055 As-needed work order services contract we are currently performing work order maintenance & repairs including but not limited to; painting touch up interior & exterior, basis electrical repairs (light fixtures, carbon monoxide & smoke detector installation, outlet replacement), basic plumbing (fixing leaking faucets, clogged sinks), carpentry, wall/drywall repair, appliance replacement, doors & hardware, window coverings, & gate/fence repairs.

2.) Fresno Unified School District – Angelo Racca (559) 260-8529, 2309 Tulare Street, Fresno, CA 93721

August 2023 thru current – Providing miscellaneous construction repairs for various schools throughout City of Fresno which consist of but not limited to; building painting

Certifications:

- OSHA 10 Hour Safety Certified - Completed October 2023
- First Aid Certified

Skills and Abilities:

- Advanced computer skills: Microsoft Office Products, Adobe Acrobat, Bluebeam
- Customer service oriented
- Bilingual – can communicate with Spanish speaking clients & workers
- Go getter – will strive to achieve proficiency from trades to ensure owner satisfaction
- Outstanding multi-tasking skills – ability to recognize which fire needs to be put out first

TAB F: Related Information



The Lopez Construction Family, LLC does not have any pending bankruptcies, liens, stop payment notices, judgments, lawsuits, arbitrations, mediations, foreclosures, and any similar actions filed or resolved in the past five (5) years. No client of ours has ever terminated a contract with our firm for breach.

interior & exterior, door & hardware replacement, replacement of windows & window screens, miscellaneous accessory installation, landscaping, & fencing repairs.

**3.) City of Modesto – Community & Economic Development Department – Samuel Perez
(209) 209-577-5419, 1010 10th Street, Modesto, CA 95354**

July 2024 thru current – Awarded a home remediation project where scope consisted of providing home owner with a lead report after performing lead testing in areas to be disturbed during construction. Work also included replace outlets, installing a new heating & cooling system, new garage door install, & window replacements.

SCHEDULE OF FEES FOR SERVICES LISTED IN RFP # 24/25-SR1976

Below you will find our proposed "Schedule of Fees." This includes hourly rates for key staff members of our team. We have them broken apart in two categories depending on the project requirements; non-prevailing wage rates & CA prevailing wage rates. Our overhead mark up rate is standard at 15% for time and materials. We don't charge for our basic tools. Our only inventory that we charge for is our work trucks & dump trailers. Our reimbursable expenses would be those that are unforeseen such as costs for permits, required off-premise parking, background or drug tests, special bagging, etc. Given that this job is on an as-needed basis each project will be different. Therefore each project can be tracked on a time & material basis using the rates below as material will vary for each project given their different sizes & amount of openings to be covered.

STAFF MEMBER	RATE PER HOUR (NON-PREVAILING WAGE)	RATE PER HOUR (NON-PREVAILING WAGE OVERTIME)
PROJECT MANAGER	\$ 100.00	\$ 150.00
ASSISTANT SUPERINTENDENT	\$ 90.00	\$ 135.00
CONSTRUCTION TECHNICIAN	\$ 85.00	\$ 127.50
	RATE PER HOUR (CA PREVAILING WAGE)	RATE PER HOUR (CA PREVAILING WAGE OVERTIME)
PROJECT MANAGER	\$ 110.00	\$ 165.00
ASSISTANT SUPERINTENDENT	\$ 120.00	\$ 180.00
CONSTRUCTION TECHNICIAN	\$ 100.00	\$ 150.00
COST OF EQUIPMENT	DAILY RATE	
FORD RANGER	\$ 100.00	
8X12X4 DUMP TRAILER	\$ 150.00	



9831 Rosedale Hwy, Bakersfield, CA 93312
Phone: 661-829-5000 Email: info@mtzbuildingsolutions.com

MTZ Building Solutions Proposal

Estimator: Joseph Johnson

August 16th, 2024

Phone: 661-331-8014

Email: josephjohnson@mtzbuildingsolutions.com

Project: EMERGENCY BOARD UP SERVICES

Project Number: 24/25-SR1976

Location: City of Porterville CA.

Scope of work

The City of Porterville is initiating this Request for Proposals to solicit Proposals from companies or individuals that are qualified, licensed contractors to provide emergency securing and board-up services for private houses, commercial buildings, and other structures within City limits, or on City owned properties outside the City limits, in accordance with the terms and conditions set forth in this RFP

Cost

Cost is associated with labor and price per square foot of material to install.

NON prevailing wage rate with cost per square foot to install.

\$8.10 price per square foot

Cost is associated with labor and price per square foot of materials to install

Prevailing wage rate with cost per square foot to install.

\$13.25 price per square foot

Price per square foot is based on total square feet of plywood installed to cover opening/access points.

"QUALITY. SAFETY. RELIABILITY. EVERY TIME."

Contractors License # 1093446 – DIR # 1001071844 – CAGE # 9Z8B0 – UEI # RKLTDQT3YLY1



9831 Rosedale Hwy, Bakersfield, CA 93312
Phone: 661-829-5000 Email: info@mtzbuildingsolutions.com

MTZ Building Solutions References

Board and clean Experience

Joseph Johnson is our demolition manager here at MTZ Building Solutions INC. And has performed said tasks For the County of Kern, Bakersfield City, Surrounding Cities and many other customers for Approximately 9 years. His experience comes from working with other companies he has been Employed with, Including his own construction company WISE DEMOLITION.

1. Kern County Code Compliance.

2700 M St, Bakersfield, CA 93301 (661-862-8603)

Preformed varies tasks for the County of Kern such as but not limited to, Structure board up, Demolition, Trash outs, Weed abatement, Illegal dump cleanup, encampment removal, Vehicle removal.

2. Bakersfield Code Enforcement.

1715 Chester AVE, Bakersfield, CA 93301 (661-326-3712)

Preformed varies tasks for Bakersfield City such as but not limited to, Structure board up, Demolition, Trash outs, Weed abatement, Illegal dump cleanup, encampment removal,

3. C&J Property Management.

305 Dagenham Ct, Bakersfield, CA 93307 (661-770-1290)

Preformed varies tasks for C&J Property Management such as but not limited to, Structure board up, Trash outs, Weed abatement, Illegal dump cleanup, Tenet Removal, Preventive maintenance.

"QUALITY. SAFETY. RELIABILITY. EVERY TIME."

Contractors License # 1093446 – DIR # 1001071844 – CAGE # 9Z8B0 – UEI # RKLTDQT3YLY1



CITY COUNCIL AGENDA – SEPTEMBER 17, 2024

SUBJECT: Acceptance of Project - Animal Shelter Project

SOURCE: Engineering and Project Management

COMMENT: AMG & Associates, Inc. has completed the Animal Shelter Project per plans and specifications. This project included the remodel of an existing building to create an Animal Shelter at 185 N. D Street, the required frontage improvements along D Street, and the construction of a dog park.

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 September 6, 2022, the Council authorized an expenditure of up to \$7,500,000 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 \$7,213,612.13

2. Construction management, quality control, and inspection service costs are \$187,504.55

Total project construction costs equate to \$7,401,116.68, which is less than the \$7,500,000 overall budget approved by Council at the time of award. Funding for this project includes \$4,850,000 in funding from the American Rescue Plan Act (ARPA), \$300,000 in Local Transportation Funds (LTF) for the D Street Improvements, up to \$550,000 in Measure R Alternative Transportation (AT) Funds for the dog park portion of the project, and up to \$1,800,000 from the City's Capital Construction/Improvement Designated Fund (to be reimbursed by donations and the land sale of the Animal Shelter in Lindsay). Please note that the special purchases separately approved and appropriated for this project will be brought to City Council at a future date for acceptance.

AMG & Associates, 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

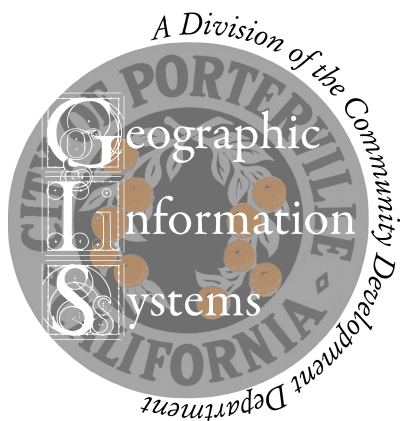
Appropriated/Funded:

Review By:

Department Director:

Javier Sanchez, Engineering & Project Management Director

Final Approver: Patrice Hildreth, City Manager



Porterville Animal Shelter 185 North D Street Project Locator Map



CITY COUNCIL AGENDA – SEPTEMBER 17, 2024

SUBJECT: Acceptance of Project - Hayes Field Lighting Project

SOURCE: Engineering and Project Management

COMMENT: Green Energy Innovations has completed the Hayes Field Lighting Project per plans and specifications. Their contract included full-service materials and installation of replacement lights for the three softball fields located at Hayes Field.

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 21, 2023, the Council authorized an expenditure of \$946,055 for construction, construction contingency, construction management, and quality control and inspection services. At its meeting on August 6, 2024, the City Council approved a re-appropriation of \$11,943 from this project to fully fund the Golf Course Driving Range Netting Project for an adjusted authorized expenditure of \$934,112. 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 \$866,790.04
2. Construction management, quality control, and inspection service costs are \$2,574.73

Total project construction costs equate to \$869,364.77, which is less than the \$934,112 overall budget approved by Council at the time of award. Funding for this project is provided by federal American Rescue Plan Act (ARPA) funds in the amount of \$738,057 and up to an additional \$196,055 in General Fund Capital Construction/Improvement Designated Fund. Staff respectfully requests that the remaining General Fund Capital Construction/Improvement Designated Funds in the amount of \$64,747.23 be earmarked for needed improvements to the storm drain connections in and around Hayes Field. Staff will bring back a separate item authorizing the work and seeking approval of the updated resolution for the funds.

Green Energy Innovations requests that the Council accept the project as complete. Staff has reviewed the work and found it acceptable.

RECOMMENDATION: That 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 remaining \$64,747.23 in General Fund Capital Construction/Improvement Designated Funds be earmarked for needed improvements to the storm drain connections in and around Hayes Field.

ATTACHMENTS: 1. Locator Map

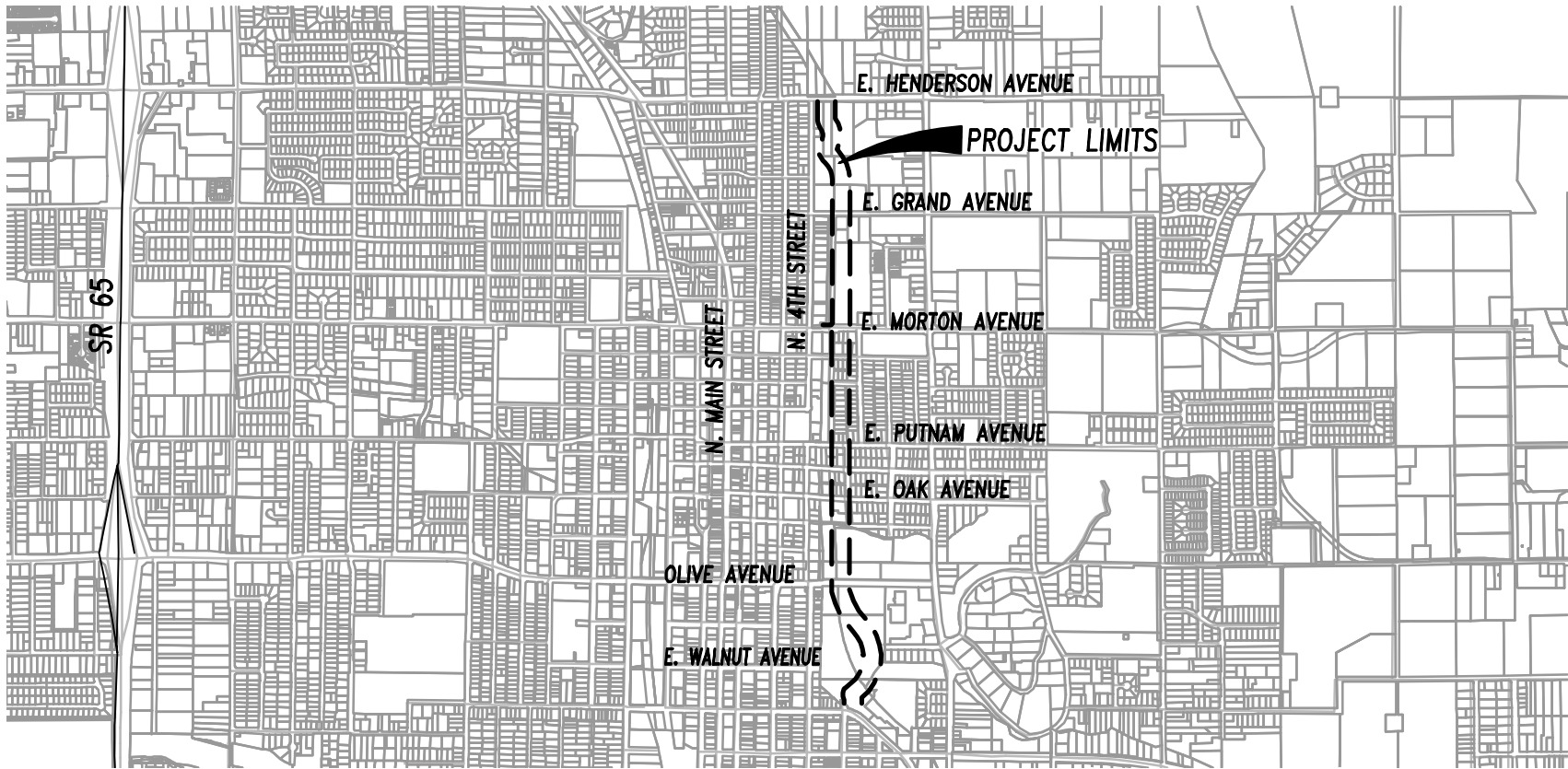
Appropriated/Funded:

Review By:

Department Director:

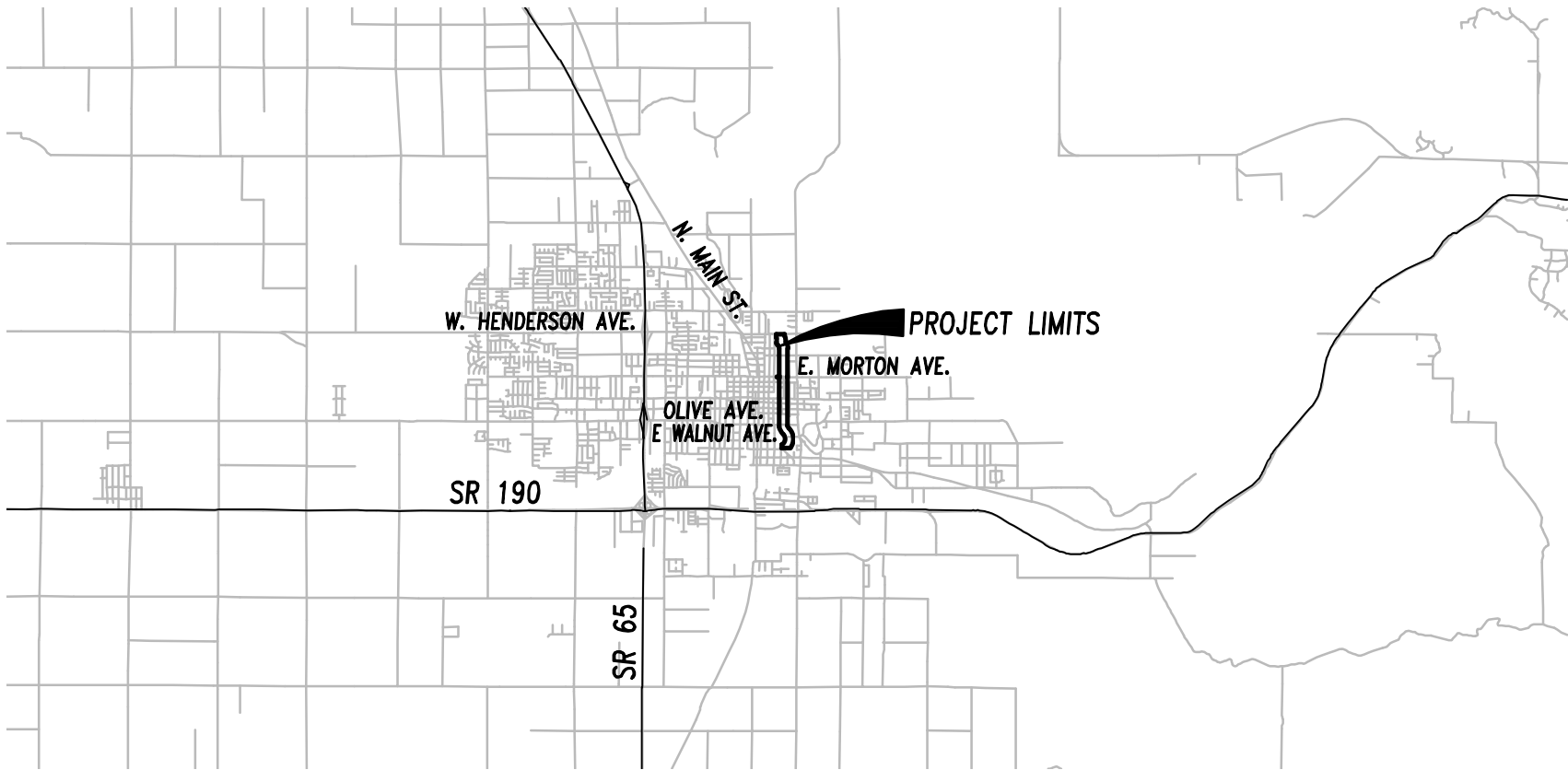
Javier Sanchez, Engineering & Project Management Director

Final Approver: Patrice Hildreth, City Manager



PROJECT MAP

SCALE 1" = 2,000'



VICINITY MAP

SCALE 1" = 2 mi.



CITY COUNCIL AGENDA – SEPTEMBER 17, 2024

SUBJECT: Approval of Agreement Between the City of Porterville and Tulare County Health and Human Services Agency

SOURCE: Public Works

COMMENT: The City entered into an agreement with Tulare County Health and Human Services Agency (TCHHSA) on September 29, 2009, to establish a Household Hazardous Waste (HHW) Collection Facility in Porterville. This agreement is for a Recycle-Only HHW Collection Facility which only accepts latex paint, used oil, used oil filters, antifreeze, spent lead-acid batteries, nickel-cadmium, alkaline, or carbon-zinc batteries, intact spent fluorescent lamps, and intact spent high intensity discharge (HID) lamps. The expiration date in 2019 was inadvertently missed by both parties. The County is proposing a new agreement with a 3-year term, effective at the time of signing, and will expire June 30, 2029.

The City of Porterville will continue to be responsible for providing the site, facility, and staffing for collection and documentation of the Collection Facility. TCHHSA will continue to be responsible for obtaining any necessary permits and providing equipment and collection containers to operate, transportation and disposal of materials, and signage and flyers. The City will provide fourteen (14) work hours per month for the staffing of the Collection Facility. Expenditure for the staffing of the facility will be from the Solid Waste Fund.

RECOMMENDATION: That the City Council authorize the Mayor, or designee, to sign the Agreement with Tulare County Health and Human Services Agency.

ATTACHMENTS: 1. 2024 City of Porterville Agreement-Recycle-Only HHW Program-revised

Appropriated/Funded:

Review By:

Department Director:
Michael Knight, Assistant City Manager

Final Approver: Patrice Hildreth, City Manager

**COUNTY OF TULARE
HEALTH & HUMAN SERVICES AGENCY
SERVICES AGREEMENT**

THIS AGREEMENT ("Agreement") is entered into as of _____, between the **COUNTY OF TULARE**, a political subdivision of the State of California ("COUNTY"), and the **CITY OF PORTERVILLE** ("CONTRACTOR"). COUNTY and CONTRACTOR are each a "Party" and together are the "Parties" to this Agreement, which is made with reference to the following:

- A. **COUNTY** wishes to continue to operate a recycle-only household hazardous waste collection facility (FACILITY) as defined in California Health and Safety Code §25218.1(n) within the CITY OF PORTERVILLE
- B. **CONTRACTOR** and **COUNTY** each have the power to operate, and maintain such a **FACILITY** as recognized by California Health and Safety Code §25202(c) and 25218.8.
- C. **CONTRACTOR** is willing to enter into this Agreement with **COUNTY** upon the terms and conditions set forth herein and **CONTRACTOR** and **COUNTY** are authorized by Government Code §6500 et seq. to enter into this Agreement.

THE PARTIES AGREE AS FOLLOWS:

- 1. **TERM:** This Agreement becomes effective upon signature and expires at 11:59 PM on June 30, 2029, unless earlier terminated as provided below, or unless the Parties extend the term by a written amendment to this Agreement.
- 2. **SERVICES:** CONTRACTOR shall provide COUNTY with the services shown on the attached **Exhibit A**.
- 3. **PAYMENT FOR SERVICES:** There is no cost associated with this agreement.
- 4. **INSURANCE:** Before approval of this Agreement by COUNTY, CONTRACTOR must file with the Clerk of the Board of Supervisors evidence of the required insurance as set forth in the attached **Exhibit B**.
- 5. **GENERAL AGREEMENT TERMS AND CONDITIONS:** COUNTY'S "General Agreement Terms and Conditions (Form revision approved as of 01/01/2021)" are hereby incorporated by reference and made a part of this Agreement as if fully set forth herein. COUNTY'S "General Agreement Terms and Conditions" can be viewed at <http://tularecountycounsel.org/default/index.cfm/public-information/>
- 6. **ADDITIONAL EXHIBITS:** CONTRACTOR shall comply with the terms and conditions of the Exhibits listed below and identified with a checked box, which are by this reference made a part of this Agreement. Complete Exhibits D, E, F, G, G-1, and H can be viewed at <http://tularecountycounsel.org/default/index.cfm/public-information/>

**COUNTY OF TULARE
HEALTH & HUMAN SERVICES AGENCY
SERVICES AGREEMENT**

☐	Exhibit D	Health Insurance Portability and Accountability Act (HIPAA) Business Associate Agreement
☐	Exhibit E	Cultural Competence and Diversity
☐	Exhibit F	Information Confidentiality and Security Requirements
☐	Exhibit G	Contract Provider Disclosures (<u>Must be completed by Contractor and submitted to County prior to approval of agreement.</u>)
☐	Exhibit G1	National Standards for Culturally and Linguistically Appropriate Services (CLAS) in Health and Health Care
☐	Exhibit H	Additional terms and conditions for federally-funded contracts
☐	Exhibit ____	[Insert name of any other exhibit needed and attach]

7. NOTICES: (a) Except as may be otherwise required by law, any notice to be given must be written and must be either personally delivered, sent by facsimile transmission or sent by first class mail, postage pre-paid and addressed as follows:

COUNTY:

TULARE COUNTY HEALTH AND HUMAN SERVICES
AGENCY- Environmental Health
5957 S..Mooney Boulevard
Visalia, CA 93277
Phone No.: 559-624-8000

With a Copy to:

COUNTY ADMINISTRATIVE OFFICER
2800 W. Burrel Ave.
Visalia, CA 93291
Phone No.: 559-636-5005
Fax No.: 559- 733-6318

CONTRACTOR:

CITY OF PORTERVILLE
291 N. Main Street
Porterville, CA 93257-3737
Phone No.:559-782-7514
Fax No.: 559-782-8937

(b). Notice personally delivered is effective when delivered. Notice sent by facsimile transmission is deemed to be received upon successful transmission. Notice sent by first class mail will be deemed received on the fifth calendar day after the date of mailing. Either Party may change the above address by giving written notice under this section.

**COUNTY OF TULARE
HEALTH & HUMAN SERVICES AGENCY
SERVICES AGREEMENT**

8. AUTHORITY: CONTRACTOR represents and warrants to COUNTY that the individual(s) signing this Agreement on its behalf are duly authorized and have legal capacity to sign this Agreement and bind CONTRACTOR to its terms. CONTRACTOR acknowledges that COUNTY has relied upon this representation and warranty in entering into this Agreement.

9. COUNTERPARTS: The Parties may sign this Agreement in counterparts, each of which shall be deemed an original and all of which taken together form one and the same agreement. A signed copy or signed counterpart of this Agreement delivered by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of a signed original or signed copy of this Agreement.

10. MANUAL OR ELECTRONIC SIGNATURES: The Parties may sign this Agreement by means of manual or electronic signatures. The Parties agree that the electronic signature of a Party, whether digital or encrypted, is intended to authenticate this Agreement and to have the same force and effect as a manual signature. For purposes of this Agreement, the term "electronic signature" means any electronic sound, symbol, or process attached to or logically associated with this Agreement and executed and adopted by a Party with the intent to sign this Agreement, including facsimile, portable document format, or email electronic signatures, pursuant to the California Uniform Electronic Transactions Act (Cal. Civ. Code §§ 1633.1 to 1633.17), as it may be amended from time to time.

[THIS SPACE LEFT BLANK INTENTIONALLY; SIGNATURES FOLLOW ON NEXT PAGE]

**COUNTY OF TULARE
HEALTH & HUMAN SERVICES AGENCY
SERVICES AGREEMENT**

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

CITY OF PORTERVILLE

Date: _____

By _____

Print Name _____

Title _____

Date: _____

By _____

Print Name _____

Title _____

[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.]

COUNTY OF TULARE

Date: _____

By _____

Chair, Board of Supervisors

ATTEST: JASON T. BRITT
County Administrative Officer/Clerk of the Board
of Supervisors of the County of Tulare

By _____

Deputy Clerk

Approved as to Form
COUNTY COUNSEL

By _____

Deputy

Date: _____

Matter # 2024611

Exhibit A

CITY OF PORTERVILLE RECYCLE-ONLY HOUSEHOLD HAZARDOUS WASTE COLLECTION FACILITY

The COUNTY OF TULARE, referred to as COUNTY, and the CITY OF PORTERVILLE, referred to as CITY, seek to partner to establish a Recycle-Only Household Hazardous Waste Collection Facility (Facility) to divert household hazardous waste (HHW) from the solid waste stream. Responsibilities under this Agreement to establish and maintain the Facility are as follows:

- a. CITY shall provide and make available an appropriate site to establish Facility at the City Corporation Yard located at 555 N. Prospect, Porterville, CA (Site).
- b. Prior to commencing operations, CITY shall submit the following written information to the Tulare County Certified Unified Program Agency (CUPA):
 1. A certification that the household hazardous waste collection facility will be operated in accordance with this article and with any other requirement that may be imposed by the department by regulation.
 2. All of the following information:
 - A. The Facility's name.
 - B. The Facility's location.
 - C. The Facility's generator identification number.
 - D. The date that the Facility will begin operation.
 - E. The Facility's operating schedule.
 3. In addition to the information required pursuant to paragraph (2) of subdivision (a), the public agency, or its contractor, shall also subsequently notify the CUPA of any significant change in the Facility's operating schedule.
- c. CITY shall limit materials to be accepted at the Facility to those recyclable household hazardous waste materials listed in paragraph 1 of subsection (b), Section 25218.8, Article 10.8, Chapter 6.5, Division 20, Health and Safety Code. These are:
 1. Latex paint.
 2. Used oil.
 3. Used oil filters.
 4. Antifreeze.
 5. Spent lead-acid batteries.
 6. Nickel-cadmium, alkaline, carbon-zinc, or other small batteries, if the facility is in compliance with Section 25216_1.

Exhibit A

7. Intact spent fluorescent lamps.
8. Intact spent high intensity discharge (HID) lamps
- d. CITY shall not accept any other hazardous wastes or other materials at the Facility other than the materials specified in paragraph (1) of subsection (b), Section 25218.8.
- e. CITY shall be responsible for training of employees with responsibilities for handling or managing recyclable household hazardous waste materials to be accepted at the Facility. The Occupational Safety & Health Administration requires that training be the responsibility of the employer.
 - i. The training requirements for Small Quantity Universal Waste Handlers (i.e., handlers who at no time accumulate more than 5,000 kilograms of UW) are listed in the regulations (22CCR §66273. '16): "A small quantity handler of universal waste shall inform all employees who handle or have responsibility for managing universal waste. The information shall describe proper handling and emergency procedures appropriate to the type(s) of universal waste handled at the facility."
 2. The attached *Universal Waste Lamp Operations - Recommended Best Practices, Segregating Spent Lamps, Segregating Spent Batteries, Clean Harbors Battery Packaging Protocol (V06.2008}*, and *Battery Quick Reference* provides suggested guidance on hazards, proper handling and management, and emergency procedures (see Attachments 5, 4, 1, 2, and 3, respectively).
- f. CITY shall provide direct staff oversight of the Facility when open to the public to insure the following:
 1. The materials are transported to the collection facility by the person who generated the material.
 2. The materials transported to the facility are transported in accordance with Section 25218.5 as listed below:
 3. The total combined volume or weight of latex paint, used oil filters, antifreeze, and small batteries transported to the Facility by any one individual shall not exceed a total volume of 10 gallons or a total dry weight of 100 pounds. Up to two spent lead-acid batteries may be transported at the same time and not more than 20 gallons of used oil may be transported in the same vehicle if the volume of each individual container does not exceed five gallons.
- g. In conjunction with the COUNTY, CITY staff shall provide oversight of the Facility to insure the following:
 1. The materials collected are not stored at the Facility for more than 180 days, except that less than one ton of spent lead-acid batteries may be stored at the facility for up to one year. More than one ton of spent lead-acid batteries shall not be stored at the Facility for more than 180 days.
 2. Not more than 600 pounds of household batteries are stored at any one time and no

Exhibit A

household batteries are stored for longer than 180 days. For the purposes of this Agreement, "household batteries" means primary or secondary batteries, including nickel-cadmium, alkaline, carbon-zinc, and other batteries generated as non-RCRA waste similar in size to those typically generated as household waste. "Household batteries" do not include lead-acid batteries.

3. The household batteries are stored and transferred in a manner which minimizes the possibility of fire, explosion, or any release of hazardous substances or hazardous waste constituents.
4. The Facility retains a copy of the hazardous waste manifest or bill of lading used during transportation of household batteries from the Facility for a period of three years. If a bill of lading is used, the bill of lading shall have, at a minimum, all the following information:
 - A. The name, address, and telephone number of the collection location, transporter, and receiving facility.
 8. A general description and quantity of batteries.
 - C. The date of the transfer.
 - D. The signatures of the transporter and the collection location representative.
- h. CITY shall manage collected materials in accordance with the hazardous waste segregation, containerization, labeling, accumulation, emergency response, and personnel training requirements of Chapter 6.5 of Division 20, Health and Safety Code and Title 22 California Code of Regulations under guidance by COUNTY.
- i. CITY shall post the signs depicted in Figure 1 (to be provided by COUNTY) to warn the public not to abandon used oil or other hazardous wastes at the facility.
- j. CITY may post the signs depicted in Figures 3 - 5 (to be provided by COUNTY) to indicate that used oil and oil filters are received at the Facility. If the sign in Figures 3 is posted, the Facility operators may elect to cover the phrase "Recycling Incentive Paid for Used Lubricating Oil in Containers During Business Hours from Members of the Public Who Change Their Own Oil" if the Facility operator chooses not to offer the recycling incentive to the public.
- k. CITY may post the signs depicted in Figures 6 - 13 (to be provided by COUNTY) as needed.
- l. CITY shall be responsible for:
 1. Unloading containers and packaging materials supplied by the COUNTY.
 2. Affixing appropriate labels and marking the accumulation start date on each container.
 3. Provide and oversee completion of a Survey Form by each person dropping off materials at the center.

Exhibit A

4. Stacking and strapping containers of collected materials on pallets for transportation offsite.
 5. Coordinate transportation of collected materials by COUNTY staff or COUNTY contractor.
 6. Providing a certified forklift operator to load palletized containers of collected materials onto COUNTY vehicle, or COUNTY contractor vehicle for transportation offsite.
- m. CITY Facility employees shall allow the public to drop off only latex paint with legible labels. No spray, oil base, lacquer, enamels, or other paint may be accepted. No thinners, solvents, mineral spirits, or other flammable, combustible, or toxic liquid or toxic materials may be accepted. Latex paint containers shall be placed into a cubic yard box. Containers with a capacity of five gallons or greater may be stacked onto a pallet.
- n. CITY Facility employees should do the following before accepting used oil from the public:
1. Ask the customer if anything has been added to the used oil, such as gasoline, solvents, antifreeze, paint, or other household products. If the customer says they have added a contaminant, do not accept it.
 2. Examine the used oil to see if it has signs of layering, dirt or debris floating in it, or has an unusual color or odor. If the used oil appears contaminated, do not accept it.
 3. Facility employees must give any customer with contaminated used oil the location of the Visalia Permanent HHW Collection Center or the telephone number of the Tulare County Environmental Health Department (559-733-6441).
 4. CITY shall post the signs depicted in Figure 2 (to be provided by COUNTY) to remind both employees and customers not to mix anything with used oil or pour contaminated used oil into storage tanks.
 5. CITY Facility employees shall mark the accumulation start date on the preprinted labels (to be provided by COUNTY) on each storage container (see Figure 18).
- o. CITY Facility employees shall allow the public to drop off only used antifreeze that has not been contaminated or adulterated (see procedure above for used oil). CITY Facility employees shall mark the accumulation start date on the preprinted labels (to be provided by COUNTY) on each storage container (see Figure 18).
- p. CITY shall post the signs depicted in Figures 14 & 15 (to be provided by COUNTY) to remind both employees to insulate the terminals on spent batteries and cell phones to prevent discharge before placing them into storage containers. CITY Facility employees shall categorize, segregate and package spent batteries collected from the public according to the attached *Segregating Spent Batteries, Clean Harbors Battery Packaging Protocol (V06. 2008)*, and *Battery Quiet* Reference and other subsequent guidance as may be necessary (see Attachments 1 - 3, respectively). CITY Facility employees shall mark the accumulation start date on the preprinted labels (to be provided by COUNTY) on each

Exhibit A

storage container (see Figure 17 or 18, as appropriate).

- q. CITY Facility employees ensure that spent fluorescent and high intensity discharge (HID) lamps collected from the public are properly segregated, containerized and labeled. CITY Facility employees shall be responsible for compliance with the applicable requirements for Small Quantity Universal Waste Handlers. The attached *Segregating Spent Lamps* and *Universal Waste Lamp Operations - Recommended Best Practices* are provided as suggested guidance (see Attachments 4 & 5, respectively). CITY Facility employees shall mark the accumulation start date on the preprinted labels (to be provided by COUNTY) on each storage container (see Figure 17).
- r. The COUNTY will provide the Facility with appropriate containers and packing materials. The Facility will be provided with the following containers at a minimum:
 - 1. Containers for latex paint collection including at least one cubic yard box with pallet.
 - 2. Containers for used oil collection include at least one 55- gallon drum with secondary containment.
 - 3. Containers for used oil filter collection include at least one 55-gallon drum.
 - 4. Containers for antifreeze collection include at least one 55-gallon drum with secondary containment.
 - 5. Storage for spent lead-acid batteries automobile batteries including at least one pallet with secondary containment.
 - 6. Containers for nickel-cadmium, alkaline, carbon-zinc, or other small batteries including at least:
 - A. One container for Carbon-Zinc (C-Zn) & Alkaline (Zn/MnO₂) batteries.
 - B. One inner container consisting of a rigid polyethylene drum for Primary Lithium batteries; including Lithium Iron Disulfide (Li/FeS₂) and Lithium-Manganese Dioxide (Li/MnO₂) batteries.
 - C. One container for Nickel Cadmium (Ni-Cd), Nickel Metal Hydride (Ni-MH), & Nickel Zinc (Ni-Zn) batteries.
 - D. One container for Lithium Ion (Li-Ion) batteries.
 - E. One container for Small Sealed Lead-Acid (SSLA) i.e., "gel cell" batteries.
 - F. Absorbents and packing materials (Speedy-Dry, vermiculite, baking soda, etc.).
 - 7. Containers and packing materials for intact spent fluorescent lamps including at least:
 - A. One container for 4-foot-long straight fluorescent tubes.
 - B. One container for 8-foot-long straight fluorescent tubes.

Exhibit A

- C. One container for U-bend tubes, circular tubes, and compact fluorescent lamps (CFL).
 - O. One container with liner for universal waste lamps that are broken during operations.
8. One container and packing materials for intact spent high intensity discharge (HID) lamps.
- s. The COUNTY will replenish the Facility with containers and packing materials as required.
 - t. The COUNTY will utilize a licensed contractor with a valid hazardous waste transporter registration to pick up the antifreeze, used oil, and oil filters from the Facility. Paint and spent batteries and lamps will be transported by the COUNTY to the Visalia Permanent Household Hazardous Waste Collection Facility for consolidation and ultimate shipment to an approved facility. The COUNTY may also elect to have a licensed contractor with valid hazardous waste transporter registration transport paint and spent batteries and lamps directly from the Facility.
 - u. The COUNTY will provide the Facility with appropriate labels to identify and transport waste including, but not limited to, the labels depicted in Figures 16 - 34.
 - v. The COUNTY will provide appropriate signage notifying the public of separate offsite collection opportunities for lighting ballasts and other categories of UW. Signage will include acknowledgement of the CITY for hosting the Recycle-Only Collection Facility, and of funding by the California Integrated Waste Management Board.
 - w. The COUNTY will revise existing Health & Human Services website content to include the Facility. Bill inserts, flyers, posters, and stickers will also be used to advertise the Facility. All advertising and outreach materials will list the Facility and acknowledge the contribution of the CITY in protecting the environment.

Attachment 1
SEGREGATING SPENT BATTERIES

The following guide lists the common types of batteries and appropriate management methods. This guide is intended as a general guide. Batteries of the same type and appearance may differ significantly between manufacturers. All batteries are potentially dangerous if mishandled.

Automotive-type lead acid storage batteries

- Automotive-type lead acid storage batteries (equivalent in type and equivalent to, or smaller in size than, spent lead-acid storage batteries removed from motor vehicles as defined in Vehicle Code sections 415 and 670). Automotive-type lead acid storage batteries are also accepted for recycling at virtually all retailers that sell these types of batteries.

Handling (see INTACT LEAD ACID BATTERIES section on Page 1 of CLEAN HARBORS BATTERY PACKAGING PROTOCOL (V06.2008)):

1. Place intact batteries on pallet.
2. Palletized batteries limited to a single layer only - do not stack batteries.
3. Shrink-wrap batteries to pallet.
4. Band batteries to pallet. (Poly-strapping is recommended)
5. All terminals must be covered with duct tape or other insulators to prevent short circuiting.

Handling of lead acid batteries that do not fit the above criteria:

1. Contact the Tulare County Division of Environmental Health at (559) 733-6441.

The sulfuric acid contained in these batteries is very dangerous if spilled. Common baking soda may be used to neutralize spills.

Universal Waste & Non-Hazardous Waste Batteries

Segregate Universal Waste & Non-Hazardous Waste Batteries into the following categories and containers:

1. Dry Cell Battery Containing Zinc Electrodes (Nonhazardous):

- A. Carbon Zinc (C-Zn). (9V, AA, AAA, C, D, Lantern, Multi Cell). Carbon Zinc batteries produced prior to 1996 may contain mercury. Carbon Zinc batteries produced after 1996 generally do not exceed hazardous waste criteria. There are two common types of carbon zinc batteries - Leclanché and Zinc chloride carbon zinc.
- B. Alkaline, or Alkaline Manganese Dioxide-Zinc (Zn/MnO₂). (9V, AA, AAA, AAAA, C, D, F, J, Lantern, N, Other) Alkaline batteries produced prior to 1996 may contain mercury. Alkaline batteries produced after 1996 generally do not exceed hazardous waste criteria.
- C. Handling (see ALKALINE BATTERIES section on Page 7 of CLEAN HARBORS BATTERY PACKAGING PROTOCOL (V06.2008)):
 1. Material must be Non-RCRA/Non-EPA regulated.
 2. Batteries must be intact.

Attachment 1

3. Full 55G drums must be steel, Poly acceptable for 5 thru 30G drums only
4. Batteries may not be connected in series to one another (No two batteries may be connected by a common terminal or wire)
5. Tape battery terminals or place into individual plastic bags and place in labeled container.

Handling of alkaline batteries that do not fit the above criteria:

1. Contact the Tulare County Division of Environmental Health at (559) 733-6441.
2. **Alkaline Mercury Batteries.** There are three common types of batteries that may contain added mercury:
 - A. Mercuric Oxide or Mercuric Oxide-Zinc (ZnHgO_2). (Button, some 9V & Button Stack). These batteries contain a high percentage of mercury and are no longer sold in the US.
 - B. Silver Oxide ($\text{Zn/Ag}_2\text{O}$) (Button). Silver Oxide batteries generally exceed hazardous waste criteria for silver and mercury (if present) content.
 - C. Zinc Air (Zn/O_2). (9V, Button). Zinc air batteries generally exceed hazardous waste criteria for mercury (if present).

Handling (see ALKALINE MERCURY BATTERIES section on Page 6 of CLEAN HARBORS BATTERY PACKAGING PROTOCOL (V06.2008)):

1. Batteries must be intact.
2. Full 55G drums must be steel, Poly acceptable for 5 thru 30G drums only
3. Batteries may not be connected in series to one another (No two batteries may be connected by a common terminal or wire)
4. Acceptable battery types:
 - a. Alkaline Mercury Batteries
 - b. Mercury Batteries
 - c. Mercury Oxide Batteries
 - d. Zinc-Air Battery
 - e. Silver Oxide

Handling of alkaline mercury batteries that do not fit the above criteria:

1. Contact the Tulare County Division of Environmental Health at (559) 733-6441.
3. **Primary (Single Use) Lithium & Lithium Metal Batteries**
 - A. There are two common types of single-use lithium batteries:
 - i. Lithium Iron Disulfide (Li/FeS_2). (AA, AAA).
 - ii. Lithium-Manganese Dioxide (Li/MnO_2). (9V, Miniature, Multi, Multi Cell, Other).
 - B. All batteries containing lithium generally exceed hazardous waste criteria for reactivity. An explosion or burn may result if these batteries are disassembled or exposed to water, fire, or high temperature. Lithium-ion batteries can rupture, ignite, or explode when exposed to high temperatures or direct sunlight. Never short-circuit, open the battery casing, or damage the safety devices on these batteries as it may cause the battery to ignite or explode.

Attachment 1

- C. All types of intact Lithium Batteries; Hermetically Sealed, Unsealed and Small Tab Type Lithium Cells; excluding Lithium Ion MUST be packaged under mineral oil to prevent exposure to moisture. Batteries must be packaged as to remain completely submerged within the mineral oil, thus eliminating the potential of being exposed to air during shipment/transportation.

Handling (see LITHIUM BATTERIES section on Page 3 of CLEAN HARBORS BATTERY PACKAGING PROTOCOL (V06.2008)):

1. All drums shall be combination packaging, consisting of one or more inner packages secured in a non-bulk outer packaging.
2. Inner containers shall be of rigid poly (Note: CITY Facility employees will only place collected batteries into the inner container. COUNTY employees will inspect the full inner containers and subsequently place them into the outer container for transport).
3. The outer container must be steel, and DOT approved for the packaged materials.
4. The maximum size of an inner container is 5-gallons.
5. Exposed battery terminals must be covered with tape to prevent short-circuiting.
6. Maximum 20 pounds of Lithium batteries per inner container.
7. Free liquid (oil) must be < 3 gallons per inner container.
8. Any void space in the outer container must be filled with vermiculite.
9. Containers must be closed securely.

Handling of lithium & lithium metal batteries that do not fit the above criteria:

1. Contact the Tulare County Division of Environmental Health at (559) 733-6441.

3. Secondary {Rechargeable} Lithium-Ion Batteries

- A. Lithium Ion (Li-Ion). (Button, Proprietary Battery Pack). These batteries are rechargeable and are often found in cell phones and laptop computers.
- B. All batteries containing lithium generally exceed hazardous waste criteria for reactivity. An explosion or burn may result if these batteries are disassembled or exposed to water, fire, or high temperature. Lithium-ion batteries can rupture, ignite, or explode when exposed to high temperatures or direct sunlight. Never short-circuit, open the battery casing, or damage the safety devices on these batteries as it may cause the battery to ignite or explode.

Handling (see INTACT LITHIUM-ION BATTERIES section on Page 4 of CLEAN HARBORS BATTERY PACKAGING PROTOCOL (V06.2008)):

1. Batteries must be intact, never involved in a fire and absent of any rise in temperature.
2. Do not pack batteries with visual evidence of swelling or bulging.
3. All batteries must be insulated from each other & have ends taped to prevent short circuits.
4. Batteries may not be connected in series to one another (No two batteries may be connected by a common terminal or wire)
5. Full 55G drums must be steel, Poly acceptable for 5 thru 30G drums only

Attachment 1

6. Batteries must be clearly labeled as "Lithium-Ion" to qualify for these packaging specifications. If Lithium battery type is questionable, ship as standard lithium batteries and follow applicable guidelines.
7. If terminals are raised, weight cannot be superimposed upon the terminals.

Handling of lithium ion batteries that do not fit the above criteria:

1. Contact the Tulare County Division of Environmental Health at (559) 733-6441.
-
4. Nickel Cadmium & Nickel Metal Hydride (Rechargeable)
 - A. Nickel Cadmium (Ni-Cd). (9V, AA, AAA, C, D, Battery Pack) These batteries generally exceed hazardous waste criteria for Nickel and Cadmium. Do not dismantle or short circuit as this may cause the battery to explode, leak or get hot causing personal injury.
 - B. Nickel Metal Hydride (Ni-MH). (9V, M, AAA, C, D, Battery Pack) These batteries do not contain cadmium but generally exceed hazardous waste criteria for Nickel. Follow the same precautions as listed above for Ni-Cd batteries.

Handling: (see NICKEL COMPOUND BATTERIES section on Page 5 of CLEAN HARBORS BATTERY PACKAGING PROTOCOL (V06.2008)):

1. Full 55G drums must be steel for dry cells. Poly acceptable for 5 thru 30G drums and full 55G drums of wet cells only.
2. Batteries may not be connected in series to one another (No two batteries may be connected by a common terminal or wire).
3. All batteries must be insulated from each other by placing into individual plastic bags or taping battery terminals to prevent short circuit.
4. Acceptable battery types included:
 - a. Nickel Cadmium, Wet cells (0002, D006)*
 - b. Nickel Hydroxide Batteries (0002)*
 - c. Nickel Cadmium Batteries (0006)*
 - d. Nickel Iron Batteries
 - e. Rechargeable Ni-Cad Batteries (0006)*
 - f. Non-Mercury Alkaline Batteries
 - g. Nickel Metal Hydride
 - h. Nickel Zinc
 - i. Non-Mercury Alkaline Dry-cell

**Universal waste rules may be utilized where applicable.*

Handling of nickel compound batteries that do not fit the above criteria:

1. Contact the Tulare County Division of Environmental Health at (559) 733-6441.
-
5. Small Sealed Lead-Acid ("Gel Cell") batteries. Some are rechargeable. These batteries contain lead and sulfuric acid. Small Sealed Lead-Acid batteries generally exceed hazardous waste criteria for lead content and corrosivity.

Handling: (see GEL CELL BATTERIES section on Page 2 of CLEAN HARBORS BATTERY PACKAGING PROTOCOL (VOG.2008)):

Attachment 1

1. Use poly drums only (No Metal Drums with Poly-Liners).
2. Place 2 inches of speedy-dry on the bottom of each drum.
3. Stack gel cells providing 3 inches of vermiculite between layers of batteries.
4. Fill any void headspace in the drum with vermiculite.
5. Batteries are limited to 50 pounds each. The total gross weight of drum not to exceed 300 pounds.
6. All terminals must be covered with duct tape or other insulators to prevent short circuiting.
7. Larger Gel Cell batteries may also be palletized as outlined above for intact lead acid batteries.

Handling of nickel compound batteries that do not fit the above criteria:

1. Contact the Tulare County Division of Environmental Health at (559) 733-6441.

Attachment 2



CLEAN HARBORS BATTERY PACKAGING PROTOCOL (V06.2008)

When batteries are improperly packaged, the potential for damage or injury related to reactions and/or explosion greatly increases. Clean Harbors has recognized the inherent dangers associated with batteries and has implemented the following packing protocols. For shipments of batteries to Clean Harbors, these protocols must be followed in order to ensure safe and compliant handling and transportation of batteries. For additional guidance or assistance contact a Clean Harbors' Customer Service Representative by calling (800) 444-4244.

INTACT LEAD ACID BATTERIES

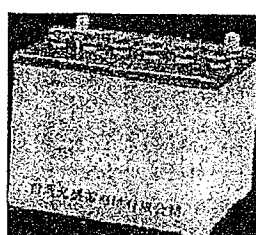
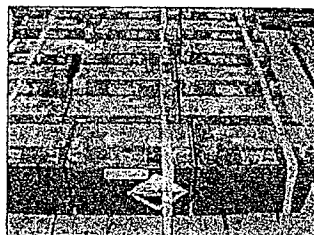
Shipping instructions:

Palletized

1. Place batteries on pallet.
2. Palletized batteries limited to a single layer only – do not stack batteries.
3. Shrink wrap batteries to pallet.
4. Band batteries to pallet. (Poly-strapping is recommended)
5. All terminals must be covered with duct tape or other insulator to prevent short circuiting. Use Hazardous Waste Manifest or B.O.L. as the shipping document.
6. Shipping Information:
 - a. Batteries, wet, filled with acid, 8, UN2794, PGIII or
 - b. Waste Batteries, wet, filled with acid, 8, UN2794, PGIII (D002, D008)*
7. DOT corrosive (8) diamond is required on opposing sides of pallet next to label. 2 per pallet.
8. The gross weight of the unit must not be greater than 500 lbs.

**Universal waste rules may be utilized where applicable.*

Examples:



LEAKING LEAD ACID BATTERIES OR SINGLE BATTERY SHIPMENTS

Clean Harbors is a full service environmental company which can handle your battery disposal needs. Occasionally, single lead acid batteries or leaking lead acid batteries may need to be removed from your location. For additional information on leaking or single batteries for shipment or to schedule Clean Harbors' Chemists for on-site assistance, please contact your Clean Harbors' Customer Services Representative at (800)444-4244.

Attachment 2



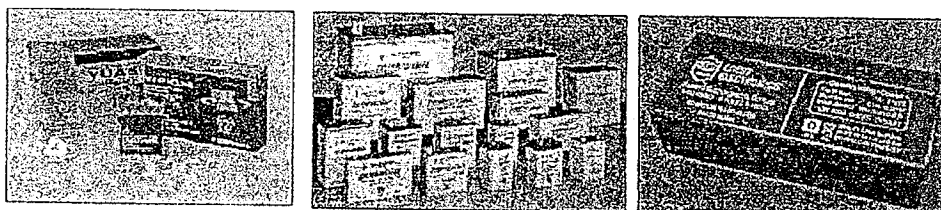
CLEAN HARBORS BATTERY PACKAGING PROTOCOL (V06.2008)

GEL CELL BATTERIES

Shipping instructions:

1. Use poly drums only (No Metal Drums with Poly-Liners).
 2. Place 2 inches of speedy-dry on the bottom of each drum.
 3. Stack gel cells providing 3 inches of vermiculite between layers of batteries.
 4. Fill any void head-space in the drum with vermiculite.
 5. Batteries limited to 50 pounds each. Total gross weight of drum not to exceed 300 pounds.
 6. All terminals must be covered with duct tape or other insulator to prevent short circuiting.
 7. Shipping Information:
 - a. Batteries, wet, non-spillable, 8, UN2800, PGIII or
 - b. Waste Batteries, wet, non-spillable, 8 UN2800, PGIII (D002, D008)*
- *Universal waste rules may be utilized where applicable.*
8. Affix appropriate label to the container.
 9. DOT corrosive (8) diamond is required.
 10. Packing slips are required.
 11. When drums are pre-packed, top MUST be left off the drum and do not add vermiculite until material is reviewed by the Clean Harbors Chemists/Driver prior to shipment. If not packed according to guidelines, the drum must be repacked. **Drums cannot be shipped if not packaged to this protocol.**
 12. Larger Gel Cell batteries may also be palletized as outlined above for intact lead acid batteries.

Examples:



Attachment 2



CLEAN HARBORS BATTERY PACKAGING PROTOCOL (V06.2008)

LITHIUM BATTERIES

Shipping instructions:

All types of intact Lithium Batteries; Hermetically Sealed, Unsealed and Small Tab Type Lithium Cells; excluding Lithium Ion **MUST** be packaged under mineral oil to prevent exposure to moisture. Batteries must be packaged as to remain completely submerged within the mineral oil, thus eliminating the potential of being exposed to air during shipment/transportation.

- All drums shall be combination packaging, consisting of one or more inner packages secured in a non-bulk outer packaging.
- Inner containers shall be of rigid poly.
- Outer container must be steel and DOT approved for the packaged materials.
- Maximum size of inner container is 5-gallons.
- Exposed battery terminals must be covered with tape to prevent short-circuiting.
- Maximum 20 pounds of Lithium batteries per inner container.
- Free liquid (oil) must be < 3 gallons per inner container.
- Any void space in the outer container must be filled with vermiculite.
- Containers must be closed securely.

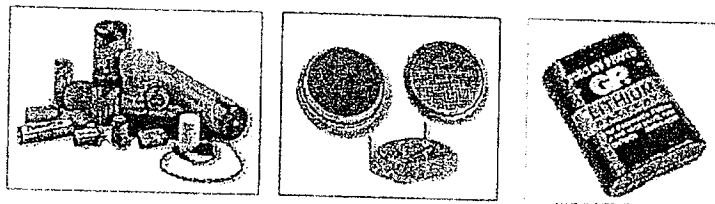
1. Shipment information

- If it is known that there is no reactive lithium present, then ship as:
Lithium Battery, 9, UN3090, PGII OR
- If the presence of reactive lithium cannot be determined, then ship the batteries as:
Waste Lithium Battery, 9, UN3090, PGII (D001,D003)*
- Note: Lithium batteries cannot be commingled with other material.
- Material must be manifested directly to end disposal facility only.
- Clean Harbors authorized lithium disposal facilities are:

Clean Harbors El Dorado, LLC
309 American Circle
El Dorado, AR 71730
EPA: ARD069748192

Clean Harbors Aragonite, LLC
1160 North Aptus Road
Aragonite, UT 84029
EPA: UTD981552177

Examples:



* Universal waste rules may be utilized where applicable.

Attachment 2



CLEAN HARBORS BATTERY PACKAGING PROTOCOL (V06.2008)

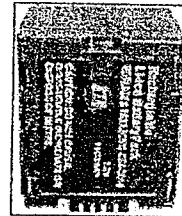
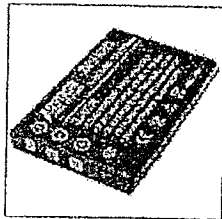
INTACT LITHIUM ION BATTERIES

Lithium Ion Batteries Only

Shipping Instructions:

- Sources- Rechargeable Cell Phones, Laptops, etc.
- Batteries must be intact, never involved in a fire, and absent of any rise in temperature.
- Do not pack batteries with visual evidence of swelling or bulging.
- All batteries must be insulated from each other & have ends taped to prevent short circuit.
- Batteries may not be connected in series to one another (No two batteries may be connected by a common terminal or wire)
- Full 55G drums must be steel, Poly acceptable for 5 thru 30G drums only
- Batteries must be clearly labeled as "Lithium-Ion" to qualify for these packaging specifications. If Lithium battery type is questionable, ship as standard lithium batteries and follow applicable guidelines
- If terminals are raised, weight cannot be superimposed upon the terminals.
- When drums are prepacked, top MUST be left off the drum and do not add vermiculite until QC'ed by Chemists/Driver prior to shipment. If not packed according to guidelines, drum is to be repacked. **Drum cannot be shipped if not packaged to the guidelines.**
- Shipping name: Lithium Battery, 9, UN3080, PGII
- Waste codes do not apply

Examples:



Attachment 2



CLEAN HARBORS BATTERY PACKAGING PROTOCOL (V06.2008)

NICKEL COMPOUND BATTERIES

Shipping Instructions:

1. Full 55G drums must be steel for dry cells. Poly acceptable for 5 thru 30G drums and full 55G drums of wet cells only.
2. All batteries "must" be insulated from each other & have ends duct taped to prevent short circuit.
3. Batteries may not be connected in series to one another (No two batteries may be connected by a common terminal or wire)
4. Acceptable battery types included:
 - a. Nickel Cadmium, Wet cells (D002, D006)*
 - b. Nickel Hydroxide Batteries (D002)*
 - c. Nickel Cadmium Batteries (D006)*
 - d. Nickel Iron Batteries
 - e. Rechargeable Ni-Cad Batteries (D006)*
 - f. Non-Mercury Alkaline Batteries
 - g. Nickel Metal Hydride
 - h. Nickel Zinc
 - i. Non-Mercury Alkaline Dry-cell

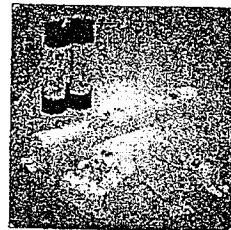
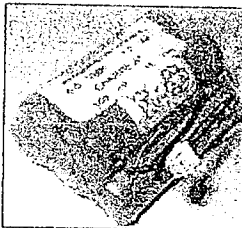
**Universal waste rules may be utilized where applicable.*

5. Shipping Information:

Proper shipping name will vary based on specific battery type. If assistance is required contact your Clean Harbors' Customer Service Representative at (800)444-4244.

6. When drums are pre-packed, top MUST be left off the drum and do not add vermiculite until material is reviewed by the Clean Harbors Chemists/Driver prior to shipment. If not packed according to guidelines, the drum must be repacked. Drums cannot be shipped if not packaged to this protocol.

Examples:



Attachment 2



CLEAN HARBORS BATTERY PACKAGING PROTOCOL (V06.2008)

ALKALINE MERCURY BATTERIES

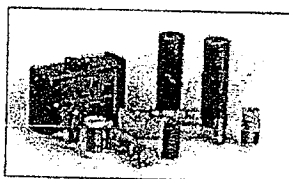
Shipping Instructions:

1. Batteries must be intact
2. Full 55G drums must be steel, Poly acceptable for 5 thru 30G drums only
3. Batteries may not be connected in series to one another (No two batteries may be connected by a common terminal or wire)
4. Acceptable battery types:
 - a. Alkaline Batteries
 - b. Mercury Batteries
 - c. Mercury Oxide Batteries
 - d. Zinc-Air Battery
 - e. Silver Oxide
5. Shipping Information:

Waste Environmentally hazardous substances, solid, n.o.s., 9, UN3077, PGIII (D009)*

**Universal waste rules may be utilized where applicable.*
6. When drums are pre-packed, top MUST be left off the drum and do not add vermiculite until material is reviewed by the Clean Harbors Chemists/Driver prior to shipment. If not packed according to guidelines, the drum must be repacked. Drums cannot be shipped if not packaged to this protocol.

Examples:





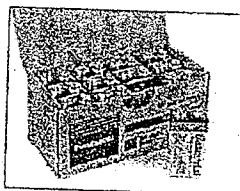
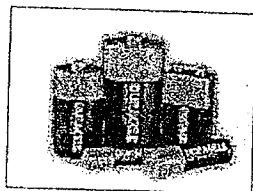
CLEAN HARBORS BATTERY PACKAGING PROTOCOL (V06.2008)

ALKALINE BATTERIES

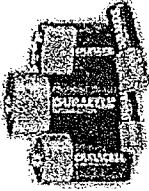
Shipping Instructions:

1. Material must be Non-RCRA/Non-EPA regulated
2. Batteries must be intact
3. Full 55G drums must be steel, Poly acceptable for 5 thru 30G drums only
4. Batteries may not be connected in series to one another (No two batteries may be connected by a common terminal or wire)
5. Shipping Information:
Non DOT regulated material, none, n/a
6. When drums are pre-packed, top MUST be left off the drum and do not add vermiculite until material is reviewed by the Clean Harbors Chemists/Driver prior to shipment. If not packed according to guidelines, the drum must be repacked. Drums cannot be shipped if not packaged to this protocol.

Examples:

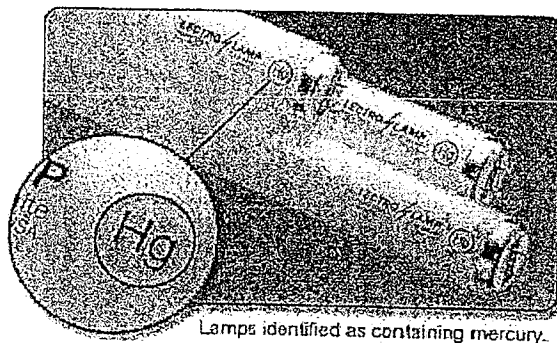


Attachment 3

Type of Battery	Common Sizes	Hazard(s)	Identification	Handling Instructions
Single Use Batteries	Carbon-Zinc (C-Zn) & Alkaline (Zn/MnO ₂)		 Classic; Super Heavy Duty; Industrial; Hercules Energizer, Duracell, etc	Tape terminals Container – Poly (5 thru 30G drums only) or steel
	Lithium (Single Use)	Reactive	 A. AA, AAA B. 9V, Mini, Multi, Multi Cell, Other	Tape terminals Inner Container – one-gallon rigid poly container Max Wt – less than 20 pounds batteries per gallon Other – submerge batteries in mineral oil
	Lithium Ion	Reactive	 Look for "Li-ion" or this RBRC recycling symbol on the battery: 	Tape terminals Container –Poly (5 thru 30G drums only) or steel Other – must be intact with no visual evidence of swelling or bulging.
	Nickel-Cadmium and Nickel Metal Hydride	Cadmium, Nickel	 Look for "Ni-Cd" or "Ni-MH" or these RBRC recycling symbols on the battery:  	Tape terminals Container –Poly (5 thru 30G drums only) or steel
Rechargeable Batteries	Small Sealed Lead-Acid (i.e., gel cells)	Lead, Corrosive (Sulfuric Acid)	 Look for "Pb" or this RBRC recycling symbol on the battery. 	Tape terminals Container – poly only Other – 2 inches of speedy-dry on the bottom of each drum, stack providing 3 inches of vermiculite between layers, individual batteries limited to 50 pounds each. Total gross weight of drum not to exceed 300 pounds.

Attachment 4 SEGREGATING LAMPS THAT CONTAIN MERCURY

Mercury-added lamps manufactured after November 30, 2003 will bear a label, which states, "Contains Mercury," or it will have the symbol "Hg" within a circle on the lamp (Hg is the scientific symbol for mercury on the periodic table of elements). This signifies that the bulb contains mercury. Incandescent and halogen lamps are nonhazardous and may continue to be discarded in the trash.



Segregate mercury-added lamps into the following categories and containers:

1. Fluorescent tubes, including low mercury tubes.

- A. All diameters of straight fluorescent tubes up to 4-feet in length;
- B. All diameters of straight fluorescent tubes up to 8-feet in length;



2. Compact Fluorescent Lamps, (CFL), Short (< 2 ft) Straight, U – Bend, & Circular Fluorescent Tubes, including low mercury lamps.

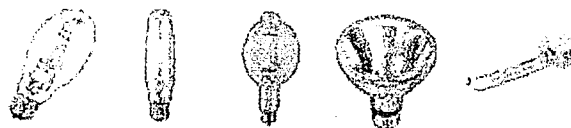


3. High Intensity Discharge lamps (HID). These bulbs are commonly used in security, outdoor and warehouse lighting. HID lighting is becoming popular for indoor use in commercial settings. The following are HID bulbs:

- A. Mercury Vapor, such as those sometimes used for street lighting.



- B. Metal Halide, such as floodlights for large indoor and outdoor areas and gymnasiums.



- C. High & Low-Pressure Sodium, such as those sometimes used as security and outdoor floodlights.



4. Ultraviolet ("Black Light") & Neon lamps



5. Scattershields and Coated Lamps



6. Broken lamps of all types

Attachment 5

UNIVERSAL WASTE LAMP OPERATIONS - RECOMMENDED BEST PRACTICES SMALL QUANTITY UNIVERSAL WASTE HANDLERS

DESIGNATING AN ACCUMULATION AREA. While an area should be set aside for accumulating spent lamps, you do not need to follow all of the strict rules for access, signs, formal training, and container technical standards that you do for a hazardous waste accumulation area. If located outside, please secure location after hours to prevent vandalism, and store boxes under overhead cover or plastic sheeting to protect from rain.

TRAINING EMPLOYEES. Small quantity handlers of universal waste must inform their employees in proper management of those universal wastes. A small quantity handler is one that never has 5,000 Kg (11,000 pounds or 5 ½ tons) of universal waste on hand at any one time.

- **Training requirements.** Small quantity handlers must "inform all employees who handle or have responsibility for managing universal waste." The information must describe proper handling and emergency procedures for lamps. At a minimum, the training should inform employees of the following:
 - The fact that spent lamps are regulated and **MUST** be recycled, not discarded in the trash.
 - Where to store spent lamps.
 - How to package spent lamps.
 - How to label spent lamps or containers of spent lamps.
 - How to indicate the proper accumulation time.
- **Methods for conducting training requirements:**
 - Posting requirements on the wall of the facility where employees will see them.
 - Handing out photocopied pages to employees.
 - A short training session delivered at an employee meeting or safety meeting.
 - Any other method that "informs" the employee.
- **Demonstrating compliance with training requirement.** It is important to document compliance with the training requirements. Keep a record of the dates that this guidance or other store procedures for handling universal waste are posted or distributed. You may also want to have the employee sign and date a record of the training.

ACCUMULATING LAMPS.

- **Containers.** All spent lamps must be placed in containers while in storage (and for shipment). Containers must be "that are structurally sound, adequate to prevent breakage, and compatible with the contents of the lamps." The original boxes in which the lamps were sold are acceptable if they are structurally sound and in good condition. The COUNTY will provide the following containers:

Attachment 5

- o Containers for all diameters of straight fluorescent tubes up to 4-feet in length;
- o Containers for straight fluorescent tubes from 4-feet to 8-feet in length;
- o Containers for straight fluorescent tubes up to 2-feet in length, U-bend tubes, circular tubes, and compact fluorescent lamps (CFL);
- o Containers for all categories of high intensity discharge lamps (HID), including Mercury Vapor, Metal Halide, and High & Low-Pressure Sodium lamps;
- o Containers with liners for all categories of broken lamps.

Additional containers may be obtained by calling the Tulare County Environmental Health Services contact at (559) 733-6441 to schedule a pickup.

- **Segregation.** It is important to properly segregate universal wastes into the proper packaging categories prior to placing. Refer to the attached guidance *SEGREGATING LAMPS THAT CONTAIN MERCURY* to properly identify, segregate and package each category of universal waste. Incandescent and halogen lamps are nonhazardous and may be discarded in the trash.
- **Containerizing.** Spent lamps should be placed into the appropriate container immediately upon arrival. Do not tape lamps together. This results in excess handling of lamps and additional charges. When the container is full, write the number of lamps placed within it on the outside. The container should then be closed to prevent lamps from falling out of it, and placed into the designated accumulation area where it will be safe from accidental breakage.
- **Labels.** Labels should be affixed to the spent lamps or the container of spent lamps as soon as spent lamps are generated. Each container of spent lamps must be labeled with one of the following: "Universal Waste-- Lamp(s)," or "Waste Lamp(s)," or "Used lamp(s)." The COUNTY will provide a supply of appropriate labels for all containers. Additional labels may be obtained by calling John Macedo at (559) 733-6441 extension 2824. The label may also be written on the container as long as it is clearly visible to persons entering the area.
- **Accumulation time limits.** You may accumulate spent lamps for up to one year prior to shipment to a recycler (or intermediary). You must be able to demonstrate that you are in compliance with the one-year time limit.
- **Recording accumulation dates.** Mark each container with the date that the first spent lamp was placed into the container.
- **Maintaining the accumulation area.** The accumulation area should be kept clean and free of obstacles and debris that could cause an employee to trip or stumble, breaking lamps.

LAMP TRANSPORT

- **Arranging for transport.** Call the Tulare County Environmental Health Services contact at (559) 733-6441 to schedule a pickup. The accumulated lamps will either be transported to the Visalia HHW Collection Facility by Tulare County Environmental Health Services personnel or we will have our contractor pick them up directly from your facility. The Tulare County Environmental Health

Attachment 5

Services will be responsible for complying with applicable Department Of Transportation requirements for labeling, marking, placarding, and shipping papers.

RESPONDING TO BROKEN LAMPS.

Everyone that works with fluorescent tubes and other lamps occasionally breaks one. The Universal Waste Regulations allow accidentally broken lamps to be cleaned up and the residue managed as universal waste alongside the intact spent lamps. If a tube or other lamp is broken, carefully sweep up the pieces and place them in a dedicated drum with a poly liner. If the public drops off broken tubes, handle them in the same fashion as lamps accidentally broken at the collection facility.

Cleaning up one or a few broken spent lamps:

- Gently sweep up debris with a small broom to avoid suspending the phosphor powders in the air.
- Place the debris in a lined, labeled container or drum. Keep the container closed except when adding broken lamps.
- DO NOT VACUUM broken lamp debris. Vacuuming will disperse mercury throughout the area in the exhaust from the vacuum.

Response to breaking a large number of tubes:

If a more serious incident breaks a significant number of spent lamps, it may be necessary to close off the area until cleanup is completed. If a box of lamps break, place the entire box in a plastic bag immediately. DO NOT open the box. Close and seal the bag.

STOP!

IT'S ILLEGAL
To Abandon Used Oil
Or Other Hazardous
Substances Outside
This Facility


INTEGRATED WASTE
MANAGEMENT BOARD
"Let's Clean Our World Up!"


ENVIRONMENTAL
PROTECTION
AGENCY

**TO REPORT ILLEGAL DISPOSAL OF USED OIL
OR OTHER HAZARDOUS MATERIALS AT THIS
LOCATION, PLEASE CALL:
1-800-698-6942**

**UNDER PENALTY OF LAW: H&S CODE SECTIONS
25189.5 (a-c) and 25250.5 (a)
and PENAL CODE SECTION 374.9**

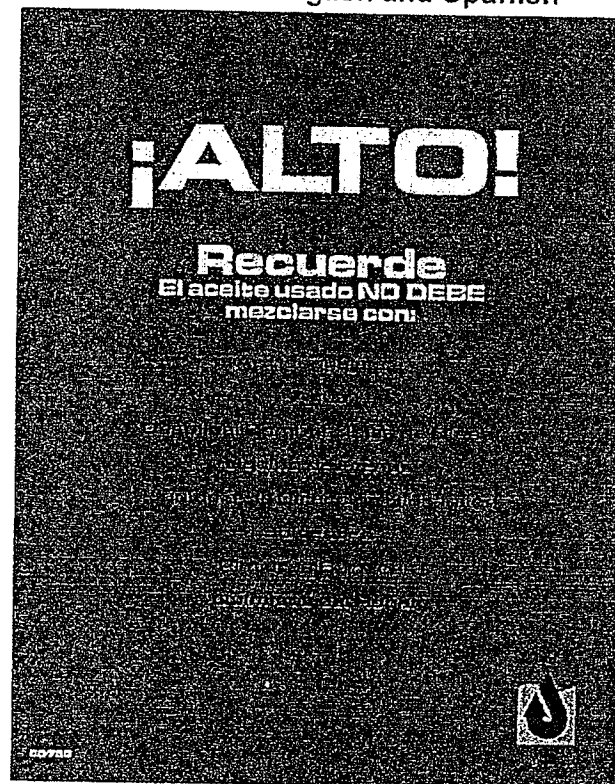
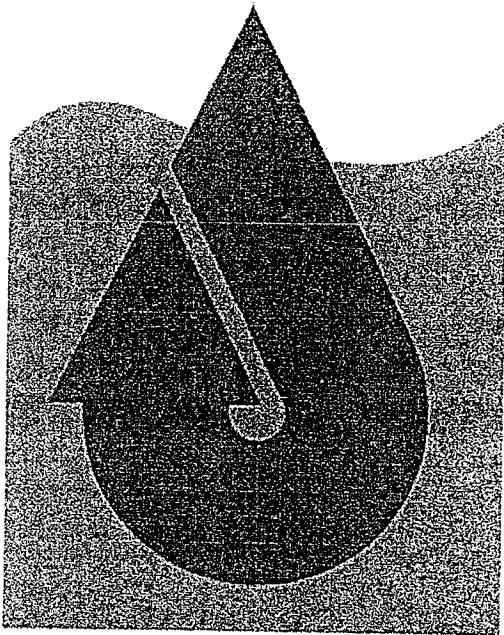
[illegible]

Figure 3. 24"x36" Informational and Symbolic; Language: English only



State of California Certified

Used Oil Collection Center

**Used Oil Accepted from
the Public at No Charge**

Recycling Incentive Paid for Used Lubricating Oil in
Containers During Business Hours from Members of the
Public Who Change Their Own Oil

Contaminated oil, or oil suspected of contamination may
not be accepted

For more information or complaints concerning this center
please call the California Integrated Waste Management
Board at 916-341-6457

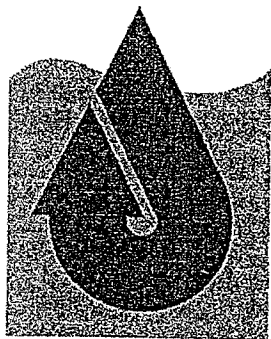
Zero Waste - You Should Happen!

Center Hours: _____ Center ID# _____

Figure 4. 18"x24" Symbolic; Language: English and Spanish

State of California Certified

Used Oil

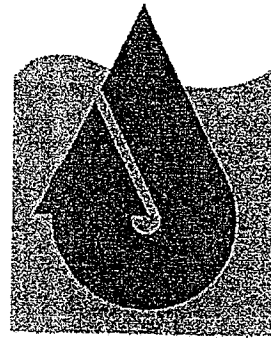


Collection Center

CALIFORNIA INTEGRATED WASTE MANAGEMENT BOARD

State of California Certified

Aquí Aceptamos



Aceite Usado

CALIFORNIA INTEGRATED WASTE MANAGEMENT BOARD

Figure 5. 11"x15" Recycle Used Oil Filters Here; Language: English and Spanish

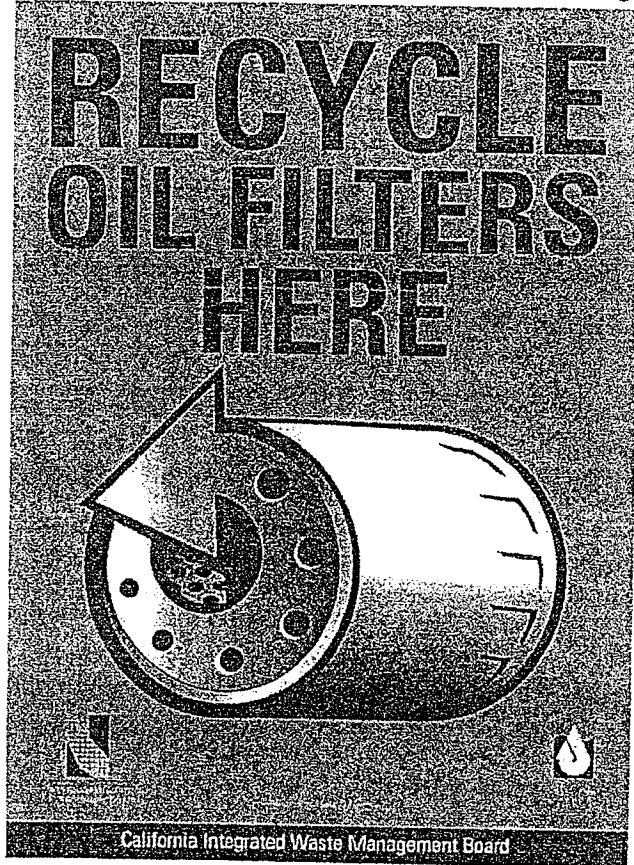


Figure 6. Persons Keep Out / Area De Almacenamiento De Desperdicios



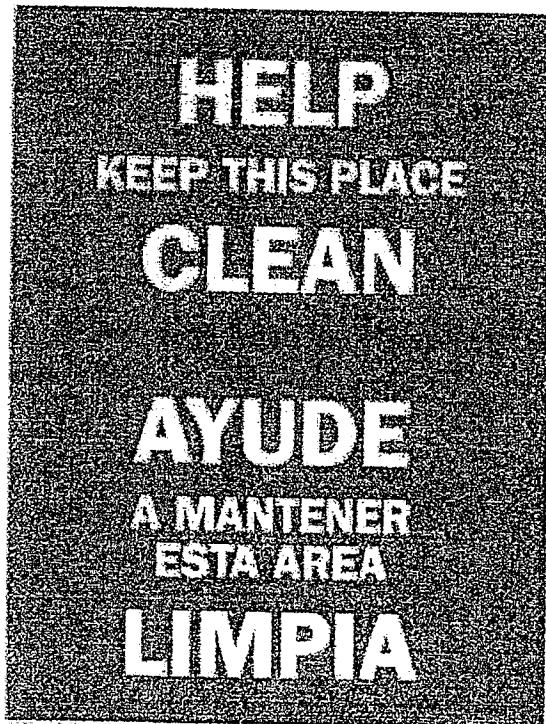
**HAZARDOUS WASTE
STORAGE AREA
UNAUTHORIZED PERSONS
KEEP OUT**

Product	Description
H-38105	Material: Aluminum Size: 14 x 10
H-39505	Material: Fiberglass Size: 20 x 14
H-38605	Material: Plastic Size: 14 x 10
H-90542	Material: Self Stick Size: 14 x 10



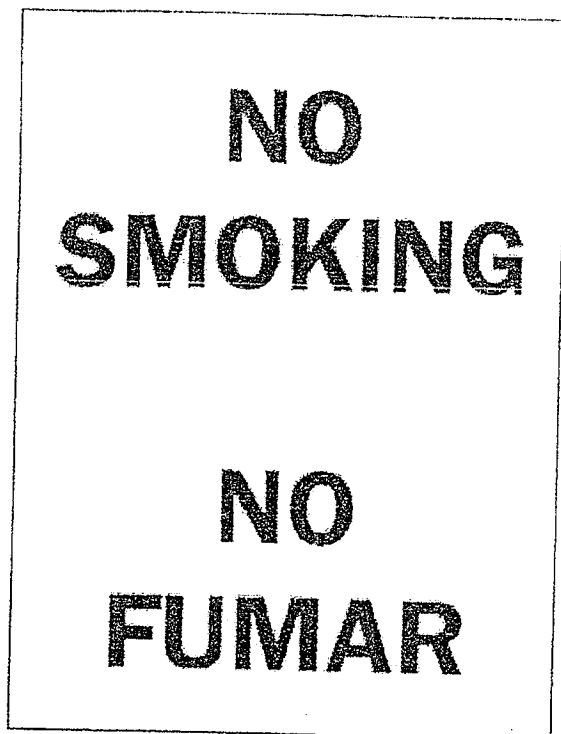
**AREA DE ALMACENAMIENTO
DE DESPERDICIOS PELIGROSOS
PERSONAL NO AUTORIZADO
MANTENGASE AFUERA**

Figure 7. Help Keep This Place Clean / Ayude A Mantener Esta Area Limpia



Product	Description
H-38349	Material: Aluminum Size: 14 x 10
H-39742	Material: Fiberglass Size: 20 x 14
H-38850	Material: Plastic Size: 14 x 10
H-90791	Material: Self Stick Size: 14 x 10

Figure 8. No Smoking / No Fumar



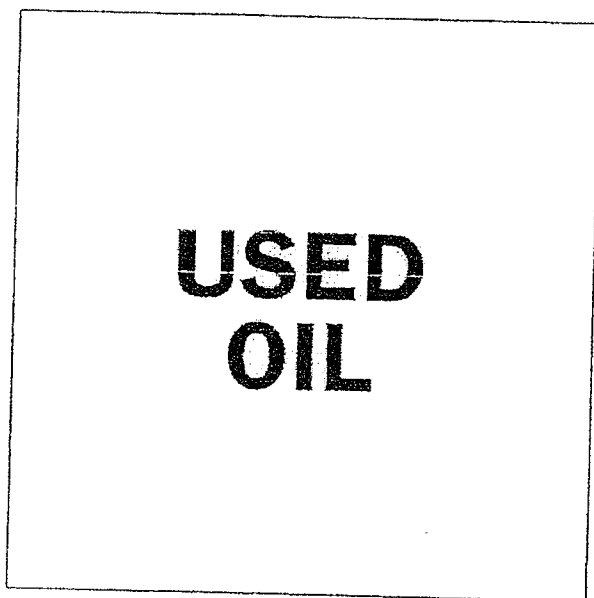
Product	Description
H-38420	Material: Aluminum Size: 10 x 14
H-39820	Material: Fiberglass: 20 x 14
H-38931	Material: Plastic: 10 x 14

Figure 9. No Smoking / No Fumar



Product	Description
H-39821	Material: Fiberglass: 20 x 14
H-38933	Material: Plastic: 10 x 14
H-90822	Self Sticking: 10 x 14

Figure 10. Used Oil Sign



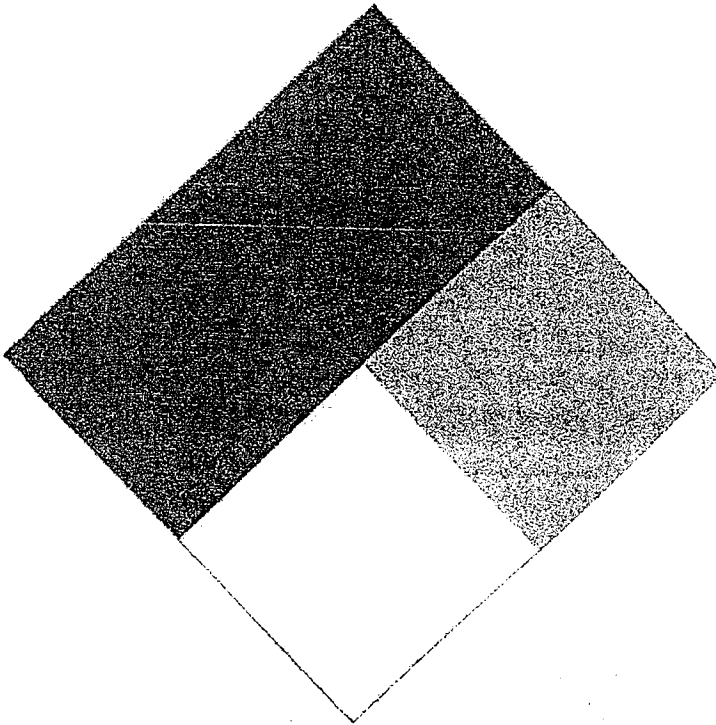
Product	Description
H-60350	Material: Aluminum Size: 10 x 14
H-43983	Material: Self Stick Size: 7 x 10

Figure 11. All Visitors Report To Site Office Sign



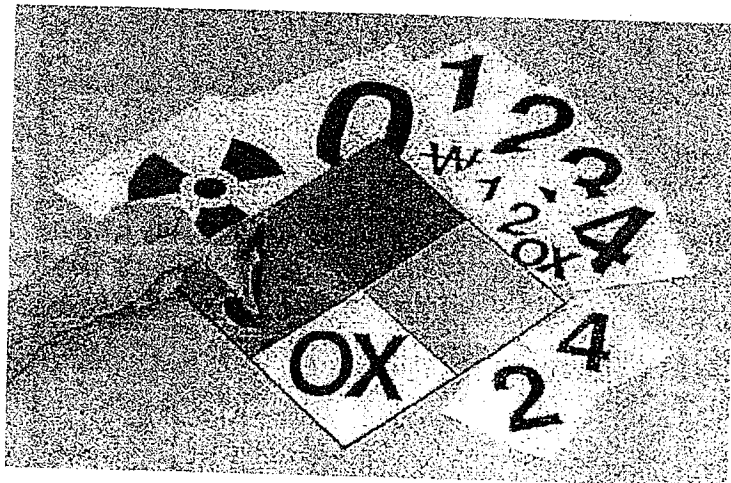
Title	Description
All Visitors Report To Site Office Sign	Material: Plastic Size: 18 x 24

Figure 12. Diamond Only-Magnetic Sign



The NFPA system is used for rating materials under emergency situations. This sign is printed on magnetic backing. It includes the distinctive NFPA diamond only. Sign measures 15" x 15". Sold per each.

Figure 13. 6" Clear Vinyl Numbers



Use these clear vinyl numbers to add hazard ratings to any NFPA sign. Each kit contains 3 each of numerals 0,1, 2,3, and 4 and one oxidizer, use no water and radioactive symbol. Available in your choice of sizes: 1", 2", 3", 4" or 6". Sold per kit.

Figure 14. Battery Container label.



Figure 15. Cell Phone Container label

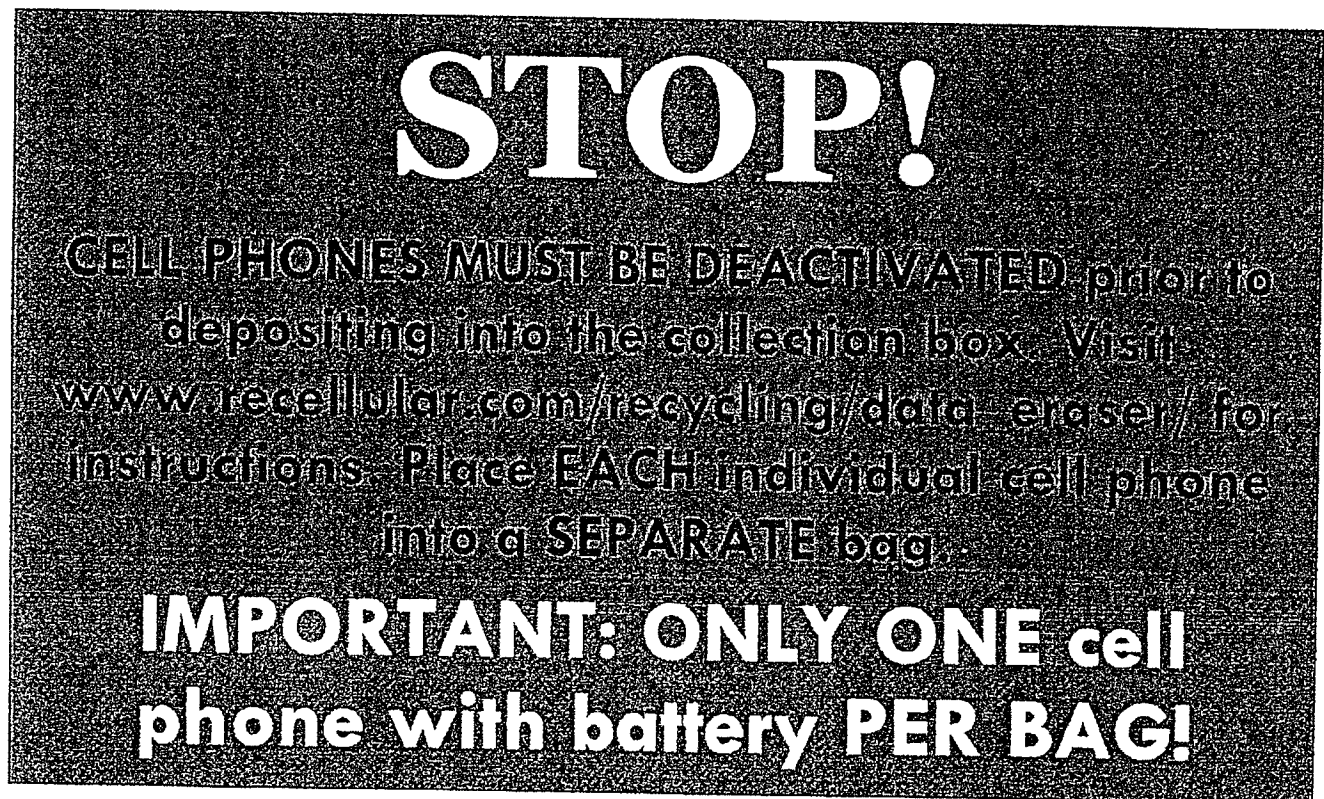
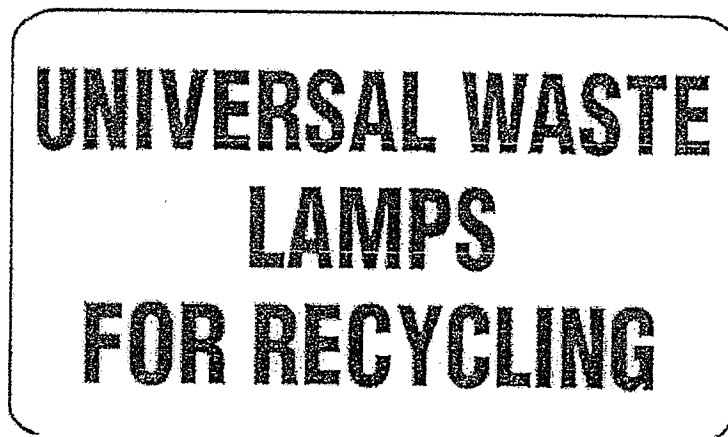
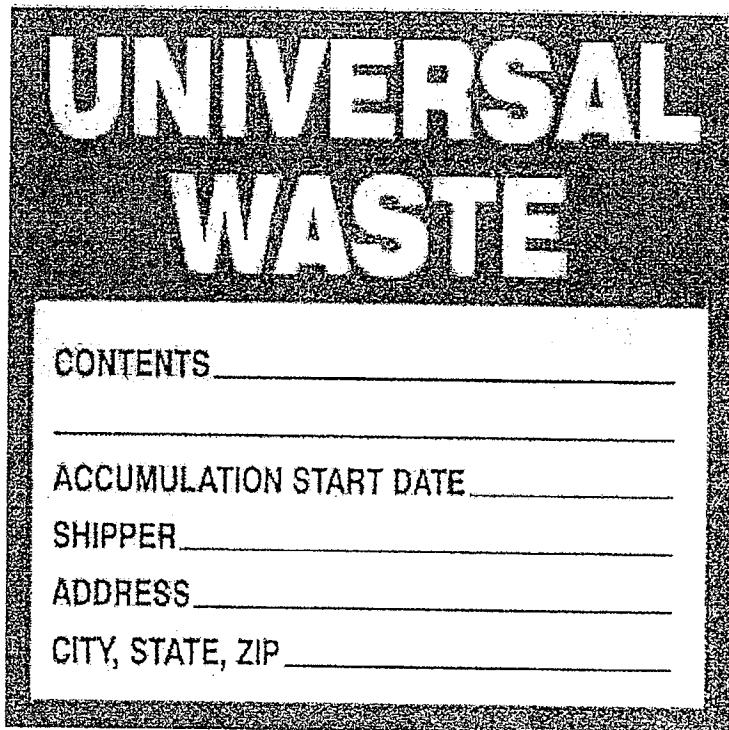


Figure 16. Universal Lamps Waste For Recycling Label



Size: 5" X 3" Material: White Paper Label,
Color: White, Sold In Rolls Of 500

Figure 17. 60362 Universal Waste Labels

A rectangular label with a dark, textured background. The top half features the words "UNIVERSAL WASTE" in large, bold, white, sans-serif capital letters. Below this, there is a white rectangular area containing five lines of text, each followed by a horizontal line for writing. The text is in a black, sans-serif font. The lines are: "CONTENTS", "ACCUMULATION START DATE", "SHIPPER", "ADDRESS", and "CITY, STATE, ZIP".

Size: 6" H X 6" W, Material: Paper Label,
Color: Purple, Black On White
Sold: 100/package

Figure 18. Revised California Waste Labels

HAZARDOUS WASTE

STATE AND FEDERAL LAW PROHIBIT IMPROPER DISPOSAL
 IF FOUND, CONTACT THE NEAREST POLICE OR PUBLIC SAFETY
 AUTHORITY, THE U.S. ENVIRONMENTAL PROTECTION AGENCY,
 OR THE CALIFORNIA DEPARTMENT OF TOXIC SUBSTANCES CONTROL
 FOR FURTHER INFORMATION.

GENERATOR INFORMATION
 NAME _____
 ADDRESS _____
 CITY _____ STATE _____ ZIP _____

HAZARDOUS WASTE INFORMATION
 Manifest Tracking No. _____
 EPA ID No. _____
 Waste No. _____ Accumulation Date _____
 Content Completion _____

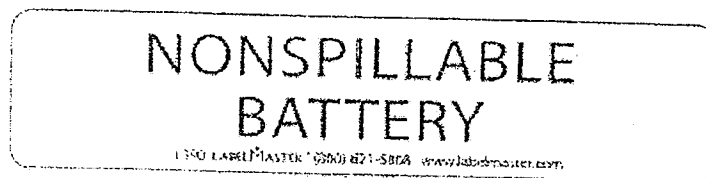
HAZARDOUS PROPERTIES
 PHYSICAL STATE: ☐ SOLID ☐ LIQUID ☐ GASEOUS
☐ CORROSIVE ☐ FLAMMABLE ☐ REACTIVE ☐ TOXIC
☐ OTHER _____

HANDLE WITH CARE!

1-800-LABELMASTER • (800) 621-5804 • www.labelmaster.com

California hazardous waste label includes all the information necessary for marking a container for transport in California in compliance with the EPA regulations in 40CFR part 262 and 49CFR part 172.300. Labels measure 6" x 6" and are printed on heavyweight coated paper or exterior grade vinyl.

Figure 19. Nonspillable Battery label.



NONSPILLABLE BATTERY - 4" X 1" - 500 PER ROLL - PAPER

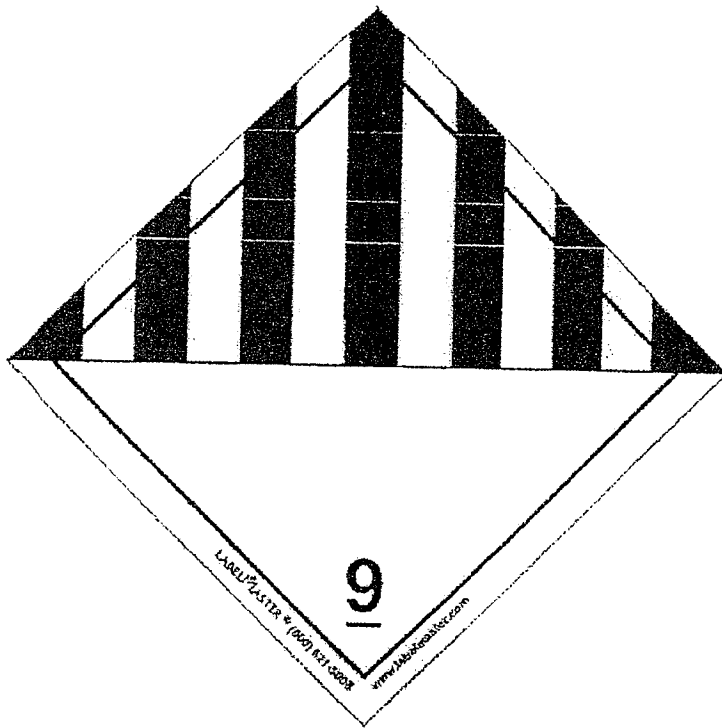
Figure 20. Corrosive 8 label



Hazard Class Desc	Corrosive
Hazard Class No	8
Division Number	N/A
Text	Corrosive 8
Format	Pack
Quantity	50
Material	Paper
Label Size	100mm x 100mm
Color	White, Black

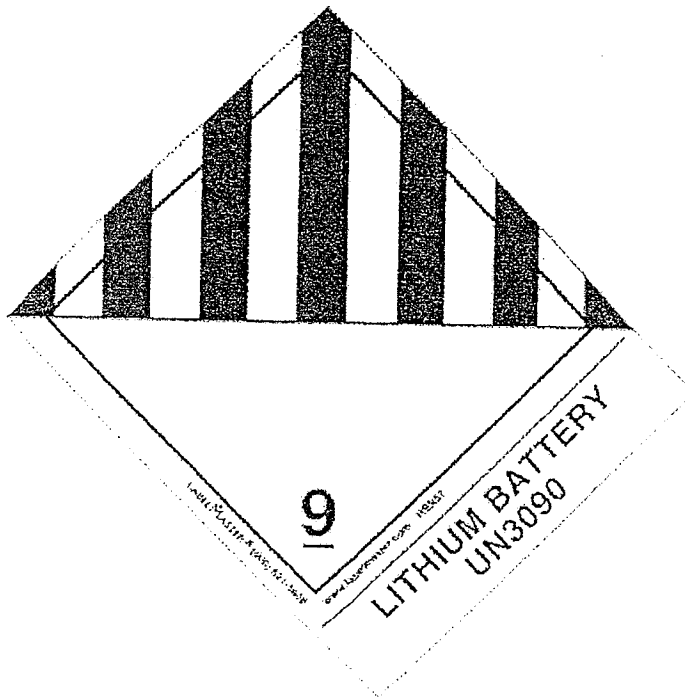
UN Number	UN2794
Proper Shipping Name	Batteries, Wet, Filled with Acid
Hazard Class Desc	Corrosive
Hazard Class No	8
Division Number	N/A
Text	Corrosive 8 Batteries, Wet, Filled with Acid UN2794
Format	Rolls
Quantity	500
Material	Paper
Label Size	100mm x 120mm
Color	White, Black

Figure 22. Miscellaneous Dangerous Goods 9 Label



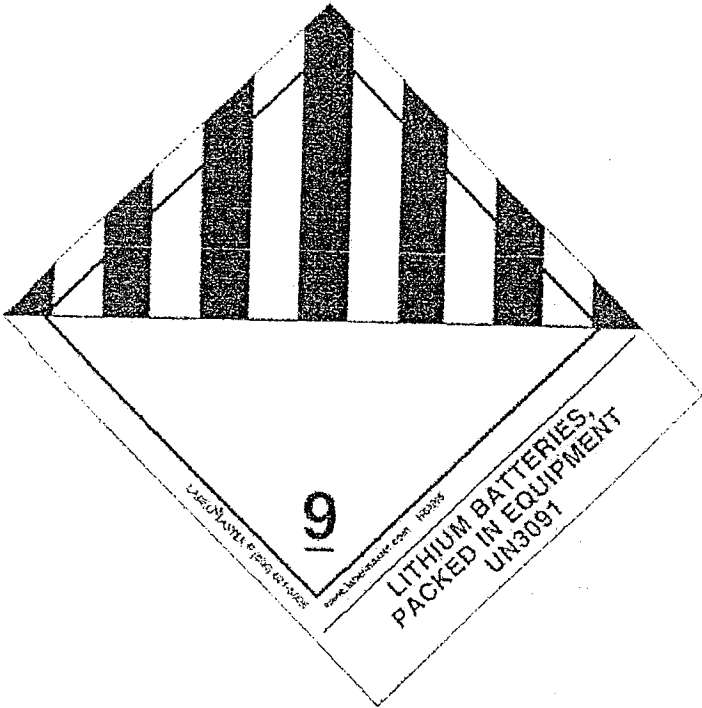
Hazard Class Desc	Miscellaneous Dangerous Goods
Hazard Class No	9
Division Number	N/A
Text	9
Format	Pack
Quantity	50
Material	Paper
Label Size	100mm x 100mm
Color	White, Black

Figure 23. Lithium Battery UN3090 Label



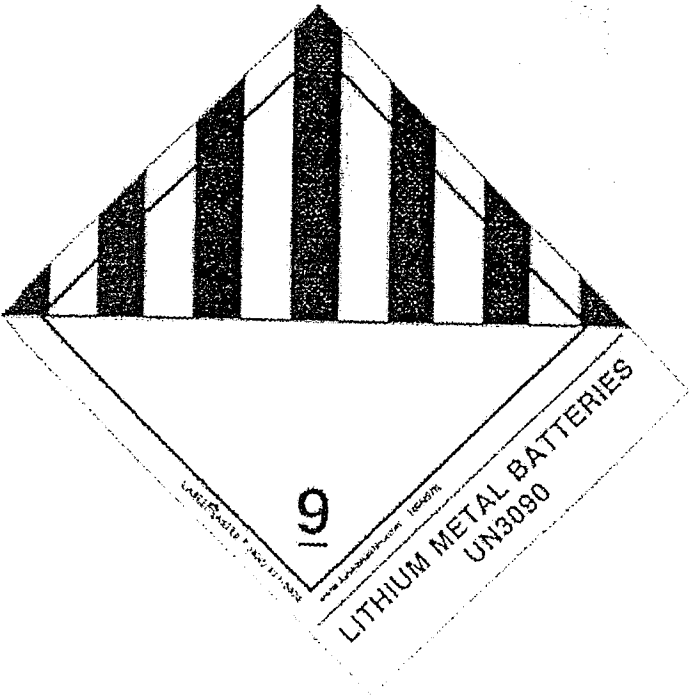
UN Number	UN3090
Proper Shipping Name	Lithium Battery
Hazard Class Desc	Miscellaneous Dangerous Goods
Hazard Class No	9
Division Number	N/A
Text	9 Lithium Battery UN3090
Format	Rolls
Quantity	500
Material	Paper
Label Size	100mm x 120mm
Color	White, Black

Figure 24. Lithium Batteries, Packed In Equipment UN3091 Label



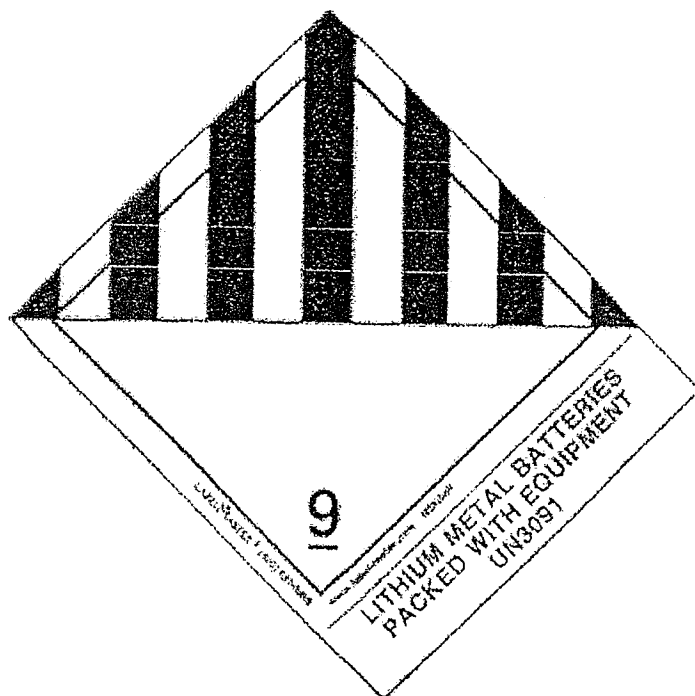
UN Number	UN3091
Proper Shipping Name	Lithium Batteries, Packed in Equipment
Hazard Class Desc	Miscellaneous Dangerous Goods
Hazard Class No	9
Division Number	N/A
Text	9 Lithium Batteries, Packed In Equipment UN3091
Format	Rolls
Quantity	500
Material	Paper
Label Size	100mm x 120mm
Color	White, Black

Figure 25. Lithium Metal Batteries UN3090 Label



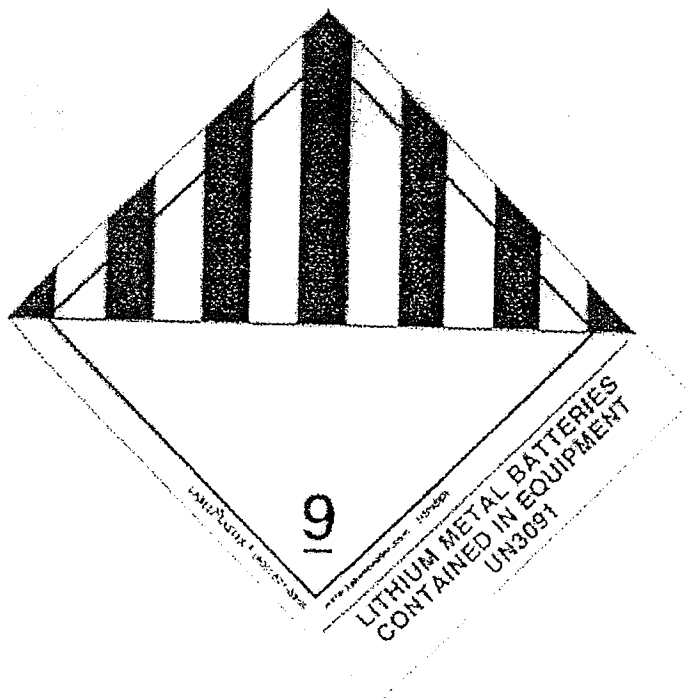
LITHIUM METAL BATTERIES", Hazard Class 9, UN3090, 100MM X 120MM SHIPPING NAME LABEL - PAPER LABEL - ROLLS OF 500

Figure 26. LITHIUM METAL BATTERIES PACKED WITH EQUIPMENT UN3091 label



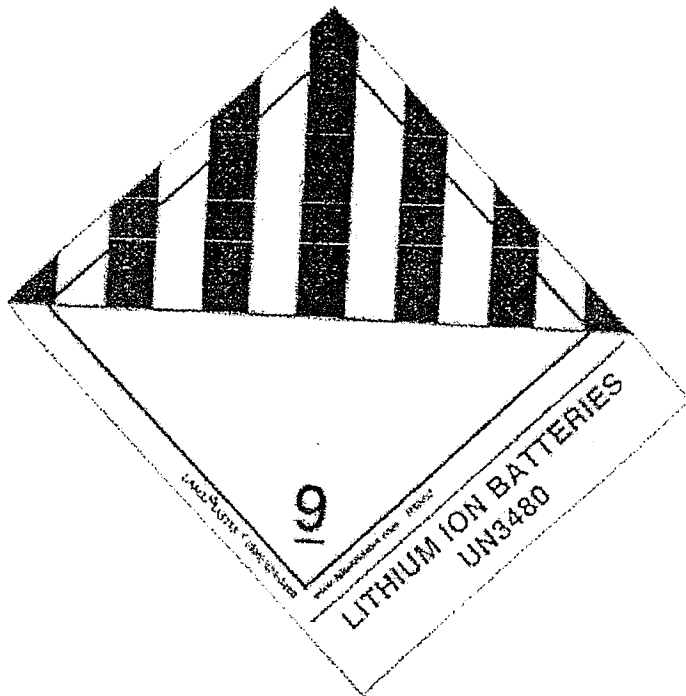
"LITHIUM METAL BATTERIES PACKED WITH EQUIPMENT", Hazard Class 9, UN3091, 100MM X 120MM Shipping Name Label - PAPER LABEL - ROLLS OF 500

Figure 27. LITHIUM METAL BATTERIES CONTAINED IN EQUIPMENT UN3091 label



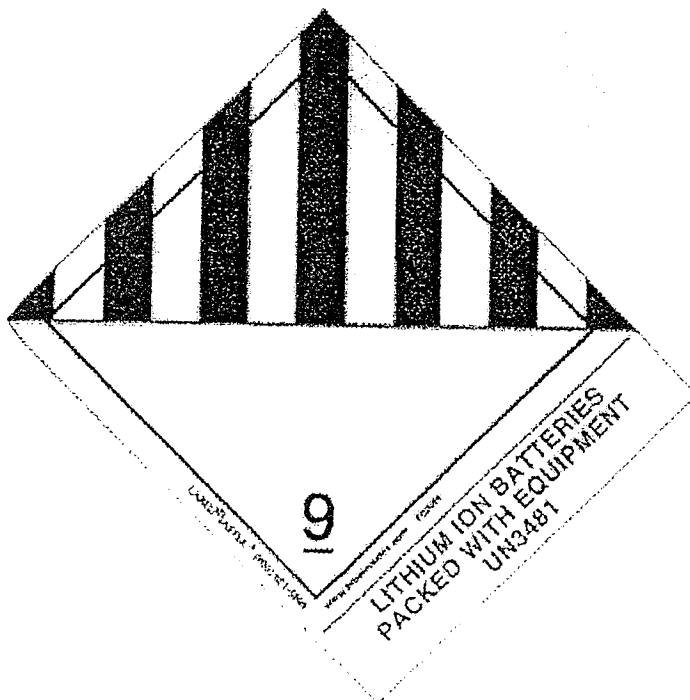
UN Number	UN3091
Proper Shipping Name	Lithium Metal Batteries, Contained In Equipment
Hazard Class Desc	Miscellaneous Dangerous Goods
Hazard Class No	9
Division Number	N/A
Text	9 Lithium Metal Batteries, Contained In Equipment UN3091
Format	Rolls
Quantity	500
Material	Paper
Label Size	100mm x 120mm
Color	White, Black

Figure 28. LITHIUM ION BATTERIES UN3480 Label



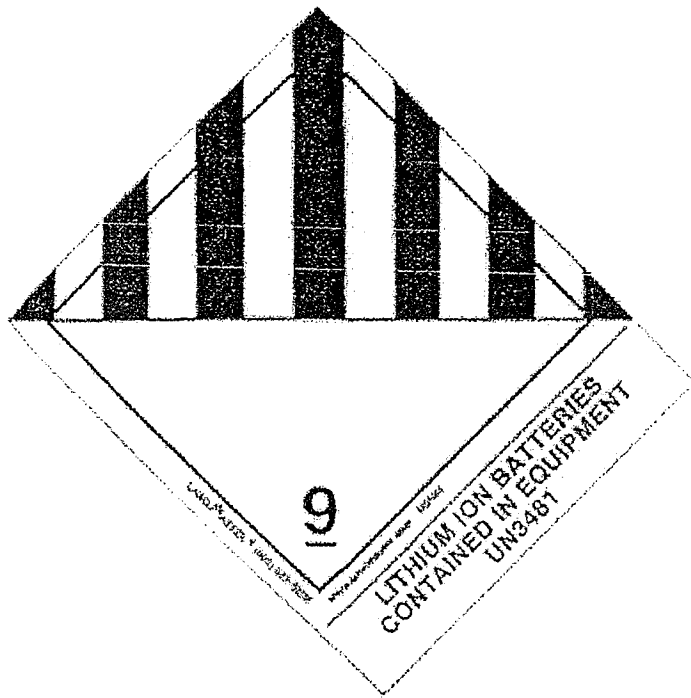
"LITHIUM ION BATTERIES" - HAZ CLASS 9, UN3480, 100MM X 120MM SHIPPING NAME LABEL - PAPER LABEL - ROLLS OF 500

Figure 29. LITHIUM ION BATTERIES PACKED WITH EQUIPMENT UN3481 Label



"LITHIUM ION BATTERIES PACKED WITH EQUIPMENT", Hazard Class 9, UN3481, 100MM X 120MM SHIPPING NAME LABEL - PAPER LABEL - ROLLS OF 500

Figure 30. LITHIUM ION BATTERIES CONTAINED IN EQUIPMENT UN3481 Label



LITHIUM ION BATTERIES CONTAINED
IN EQUIPMENT", Hazard Class 9,
UN3481, 100MM X 120MM SHIPPING
NAME LABEL - PAPER LABEL - ROLLS
OF 500

Figure 31. Lithium Batteries Inside label

LITHIUM BATTERIES INSIDE, PAPER,
5.5" X 2", 500/ROLL

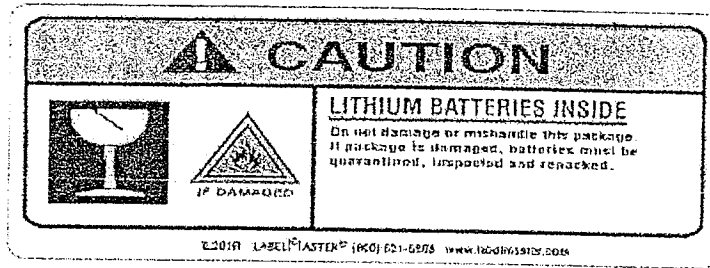


Figure 32. LITHIUM ION/POLYMER RECHARGEABLE BATTERIES INSIDE label

LITHIUM ION/POLYMER
RECHARGEABLE BATTERIES INSIDE,
PAPER, 5.5" X 2", 500/ROLL

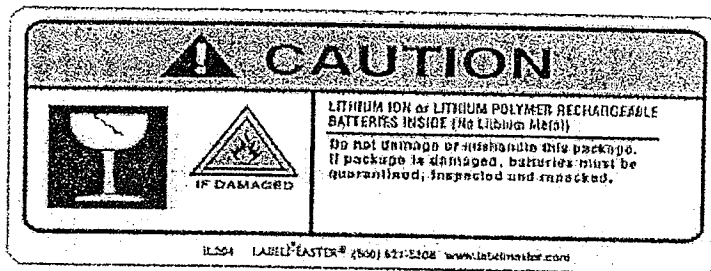


Figure 33. Lithium Battery Handling Label



The Lithium Battery Handling Label is required on all packagings carrying lithium ion batteries or lithium metal batteries by aircraft. The Lithium Battery Handling Label has space to designate whether the packaging contains a lithium ion battery or lithium metal battery and a contact phone number as required by the regulations. The red and black Lithium Battery Handling labels measure 120 mm x 110 mm and are designed in accordance with international air regulations.

Our Lithium Battery Label complies with IATA / ICAO January 1, 2009 requirements.

Use for the following UN Numbers:

UN 3090 Lithium Metal Batteries
UN 3480 Lithium Ion Batteries
UN 3091 Lithium Metal Batteries Contained in Equipment
UN 3481 Lithium Ion Batteries Contained in Equipment

Figure 34. Primary Lithium Battery Labels



Certain shipments of lithium batteries are banned from passenger aircraft beginning December 29, 2004. Use this marking on shipments of primary (non-rechargeable) lithium batteries that part of this ban. This 6" x 4" label is printed on paper with 12 mm red text. Sold on rolls of 500.



CITY COUNCIL AGENDA – SEPTEMBER 17, 2024

SUBJECT: Approval of Measure R Program Supplement to Cooperative Agreement - Santa Fe Byway

SOURCE: Engineering and Project Management

COMMENT: The Tulare County Association of Governments (TCAG), acting as the Local Transportation Authority ("Authority") is requesting that the City approve and submit a Supplemental Agreement (SA) Santa Fe Byway Revitalization & Beautification Project. This project includes improvements to the existing asphalt trail, installation of concrete edge bands along the trail, one (1) new picnic shelter, a new playground and workout equipment area with shelter, benches, water fountains, solar trail lighting, and new lights at intersections for improvements to public safety. The Santa Fe Byway (formerly known as Rails-to-Trails) runs north to south between Henderson Avenue and Walnut Avenue along the old Santa Fe Railway.

The Authority requires the processing of a SA for each project for the purpose of reimbursing one hundred percent (100%) of the design, construction management, quality control, and non-participating construction costs. The Clean California Grant will fund up to \$3,601,826.00 of the costs of the Santa Fe Byway Revitalization & Beautification Project, requiring a total amount of \$2,775,659.89 of the City's share of the Measure 'R' Alternate Transportation Funds to fully fund the project.

As stated above, a Supplemental Agreement, Resolution and Exhibit 'A' must be received by the Authority before the City can seek reimbursement for said design, non-participating construction, and construction management costs. Exhibit 'A' provides the project title, project scope, and estimate of probable cost for each project.

RECOMMENDATION: That the City Council:

1. Approve the attached draft Resolution in support of the Program Supplement to the Cooperative Agreement;
2. Authorize the Mayor and City Clerk to execute the Program Supplement, and
3. Authorize staff to forward the executed Program Supplement to TCAG for approval.

ATTACHMENTS:

1. Locator Map
2. Measure R Program Supplement to Cooperative Agreement
3. Draft Resolution

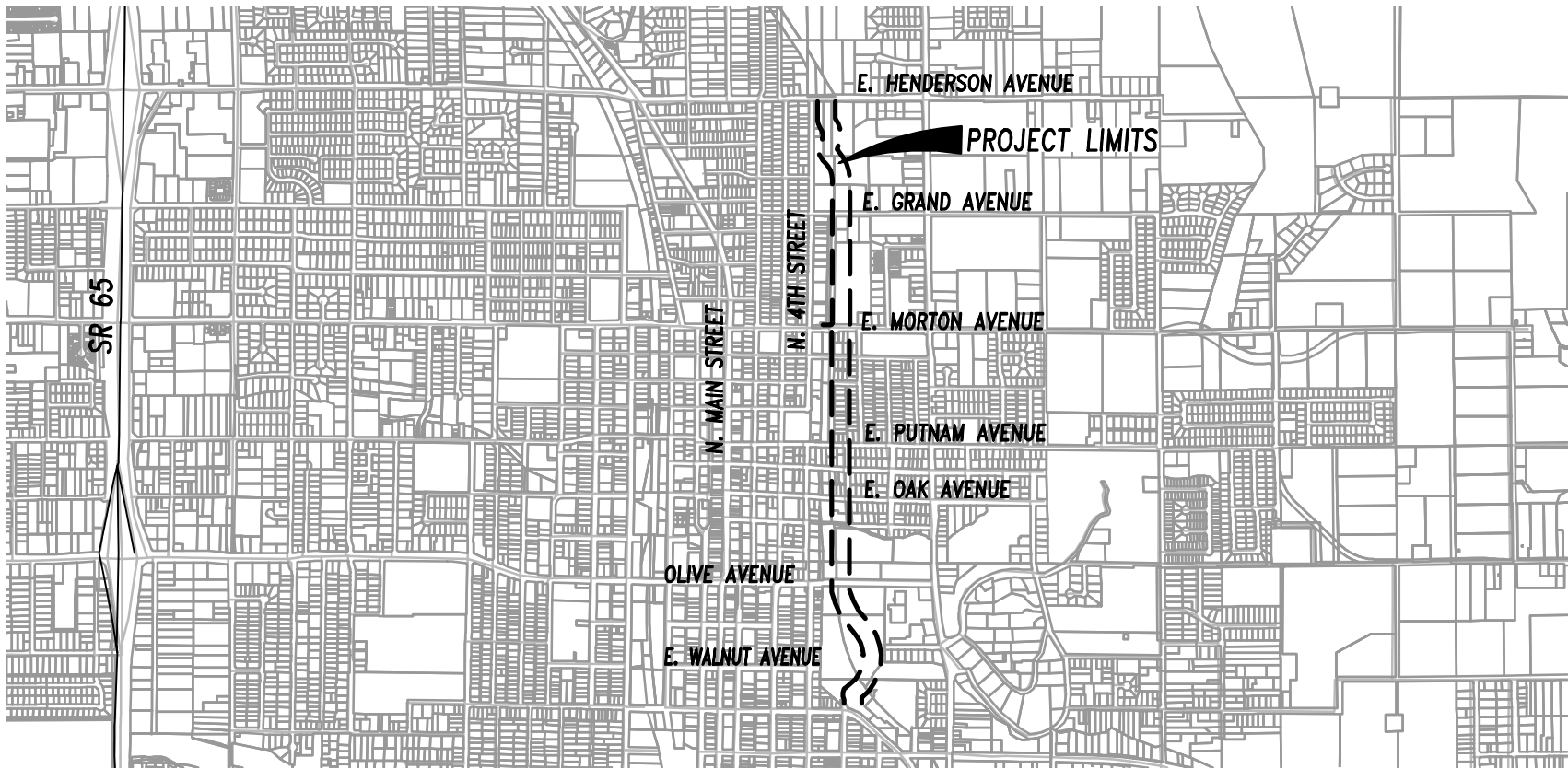
Appropriated/Funded:

Review By:

Department Director:

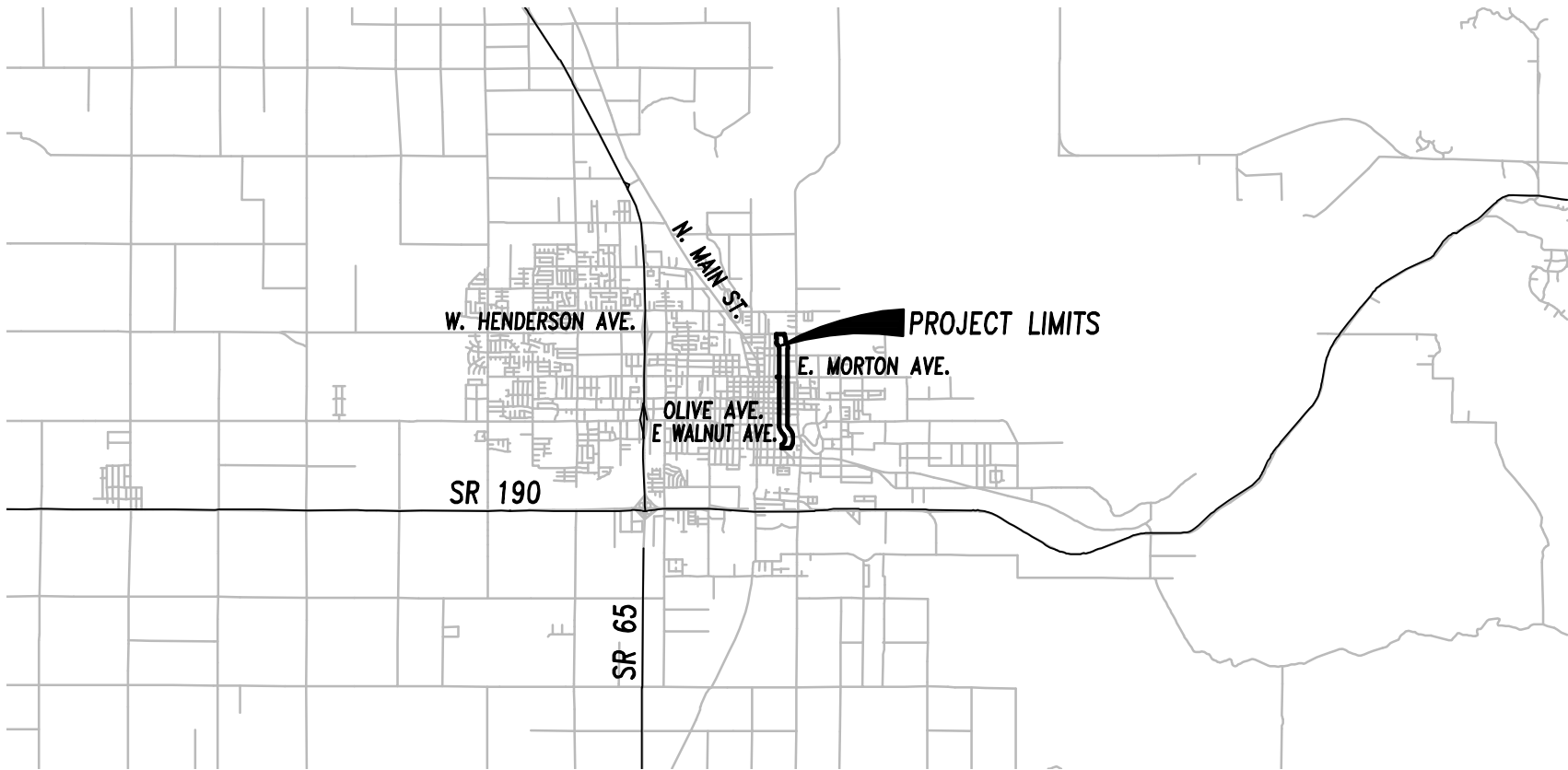
Javier Sanchez, Engineering & Project Management Director

Final Approver: Patrice Hildreth, City Manager



PROJECT MAP

SCALE 1" = 2,000'



VICINITY MAP

SCALE 1" = 2 mi.

MEASURE 'R' PROGRAM SUPPLEMENT TO COOPERATIVE AGREEMENT

This Program Supplement is made and entered into on **September 17, 2024**, by and between the City of Porterville ("Sponsor") and the TULARE COUNTY ASSOCIATION OF GOVERNMENTS, acting as the Local Transportation Authority ("Authority").

This Program Supplement hereby incorporates the "Measure 'R' Cooperative Agreement" for Measure 'R' expenditures, which was entered into between the Sponsor and the Authority on May 29, 2007, and is subject to all terms and conditions thereof. This Program Supplement is executed under authority of Resolution No. ____-2024, approved by the Sponsor on September 17, 2024 (see copy attached).

Project scope and costs are incorporated herein as Exhibit "A" and agreed upon by Sponsor and Authority.

Covenants of Sponsor

- 1.1. SPONSOR agrees that it will only proceed with work authorized for specific phase(s) with a written "Authorization to Proceed" or AUTHORITY action and will not proceed with future phase(s) of this project(s) prior to receiving a written "Authorization to Proceed" or AUTHORITY action.
- 1.2. The SPONSOR will advertise, award, and administer the project(s) in accordance with SPONSOR standards.
- 1.3. Award information shall be submitted by the SPONSOR to the AUTHORITY within 60 days after the project contract award.
- 1.4. Failure to submit award information in accordance with section 1.3 will cause a delay (without interest or penalties) in AUTHORITY processing invoices for the construction phase.
- 1.5. If no costs have been invoiced for a six-month period, SPONSOR agrees to submit for each phase a written explanation of the absence of project(s) activity along with target billing date and billing amount.

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

COUNTY OF TULARE
TRANSPORTATION AUTHORITY

CITY OF PORTERVILLE

By: _____
Authority Director

By: _____
Martha A. Flores, Mayor

Attest:

By: _____
Patrice Hildreth, City Clerk

EXHIBIT "A"

Santa Fe Byway Revitalization & Beautification Project

Project Scope

Revitalization of an existing trail (approximately 3.9 miles in length) to include new trail surface, solar lighting, water stations, wayfinding, benches, and new landscaping.

Project Costs

Santa Project Tasks	Engineer's Estimate
Construction	\$4,501,089.89
Construction Management and Quality Control	\$309,967.00
Right of Way	\$0.00
Preparation Plans, Specifications and Estimate, Environmental Documentation and Caltrans Project Approval	\$666,429.00
Total Estimated Costs	\$6,377,485.89
Current Funding Sources	
Clean CA Share	\$3,601,826.00
Measure 'R' Construction Match	\$118,420.00
Measure 'R' Preliminary Engineering, Non-Participating Construction and Construction Management	\$2,657,239.89
Total Funding Available	\$6,377,485.89

Project Schedule

Santa Fe Byway Project Tasks	Date
Environmental (PA/ED) complete	6/30/2022
Design (PS&E) complete	12/19/2023
Authorization to Advertise Project	12/19/2023
Award Construction Project	03/05/2024
Begin Construction	04/01/2024
End Construction	12/31/2024

RESOLUTION NO. _____ - 2024

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE
AFFIRMING AND APPROVING THE SUPPORT OF THE CITY COUNCIL FOR THE
SANTA FE BYWAY REVITALIZATION & BEAUTIFICATION PROJECT

WHEREAS, the City of Porterville Bike and Pedestrian Program is eligible to receive 100% reimbursement for the non-participating construction costs (\$118,420), construction management and quality control costs and reimbursement for the construction costs associated with the Santa Fe Byway Revitalization & Beautification Project (\$2,657,239.89), which meets the Measure 'R' guidelines and City General Plan for alternate modes of travel; and

WHEREAS, the Tulare County Association of Governments is requesting that the City of Porterville approve and submit a Supplemental Agreement that will allow the City to receive reimbursement for all applicable project costs incurred to date not covered by the Clean California Grant;

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Porterville does hereby affirm and approve support of the Santa Fe Byway Revitalization & Beautification Project (Clean CA Grant) and authorizes the Mayor and City Clerk to execute the Program Supplement and any other related documents as may be required.

PASSED, APPROVED and ADOPTED this 17th day of September, 2024.

Martha A. Flores, Mayor

ATTEST:
Patrice Hildreth, City Clerk

By: Fernando Gabriel-Moraga, Chief Deputy City Clerk



CITY COUNCIL AGENDA – SEPTEMBER 17, 2024

SUBJECT: Approval of Agreement with Enterprise Rent-A-Car Company of Sacramento, LLC for Rideshare Services

SOURCE: Public Works

COMMENT: On April 19, 2016, the City of Porterville adopted Resolution No. 18-2016, establishing the City's commitment to rideshare programs in an effort to reduce vehicle miles traveled, improve air quality, and generate additional funding for the City through Federal Transit Administration (FTA) Section 5307 funding. The rideshare services support the City's Short Range Transit Plan (SRTP), which aims to provide sustainable transportation options, reduce congestion, and meet air quality improvement targets.

In 2024, the City's rideshare program, in partnership with California Vanpool Authority (CalVans), successfully generated 2 Small Transit Intensive Cities (STIC) points, resulting in an additional \$1,006,772 in FTA Section 5307 funding (Table 6 Attachment). Each STIC point currently generates \$503,386 in federal funding, which has been instrumental in supporting the City's transit operations and improving mobility options.

The proposed agreement with Enterprise Rent-A-Car of Sacramento, LLC will expand the City's existing rideshare services, rather than replace the current CalVans agreement. This expansion aims to enhance mobility options, improve air quality, and generate additional National Transit Database (NTD) data to maximize federal funding under the STIC program.

The expansion of services through this agreement will complement the existing CalVans partnership, allowing the City to offer more flexible transportation options, such as vanpool and carpool services. These additional options will enable the City to better serve residents whose transportation needs are not fully met by traditional transit services or the current vanpool system provided by CalVans.

Staff recommends that by adding Enterprise Rent-A-Car's rideshare service to the existing program, the City could potentially generate 3 additional STIC points. This would raise the total number of points from 2 to 5, increasing the federal funding from \$1,006,772 to \$2,516,930, further supporting the City's transit operations and expanding transportation options for residents.

The attached draft agreement with Enterprise Rent-A-Car has the same terms and conditions as the current CalVans agreement, under which the City will contribute \$400 per vanpool per month to offset operational costs. This

financial support will incentivize the use of rideshare services, thus increasing the likelihood of generating additional STIC points. This expanded approach aligns with the City's commitment to sustainability and its ongoing efforts to qualify for increased federal funding, making this agreement a key part of the City's broader transportation strategy.

Local Transportation Funds (LTF) may continue to be used to support both the CalVans and Enterprise Rent-A-Car programs without impacting the City's operational revenue ratio, as rideshare services are excluded from traditional operating cost considerations.

RECOMMENDATION: That the City Council approve an Agreement between Enterprise Rent-A-Car Company of Sacramento, LLC and the City of Porterville for ridesharing services.

ATTACHMENTS:

1. Resolution 18-2016
2. April 18, 2016 Staff Report
3. Draft Agreement
4. Table-6-5307-STIC-Appportionments-FY-2024-Full-Year

Appropriated/Funded:

Review By:

Department Director:
Richard Tree, Director of Transportation

Final Approver: Patrice Hildreth, City Manager

RESOLUTION NO. 18-2016

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE CREATING
AND ESTABLISHING RIDESHARE PROGRAMS FOR THE CITY OF PORTERVILLE

WHEREAS, the city of Porterville is located in an area of non-attainment for air quality purposes; and,

WHEREAS, federal and state guidelines require the adoption of a plan for reduction of both ozone and PM2.5; and

WHEREAS, the City has adopted a Short Range Transit Plan that stresses the development of sustainable transportation principals and techniques that encourage public mobility, provide affordable transportation alternatives, reduce congestion, and improve air quality; and

WHEREAS, the City identifies ridesharing services as a means to reduce the number of vehicles on the highway during peak travel periods within the Porterville area by encouraging the planning and marketing of high-occupancy vehicle facilities, increases in the number of passengers per vehicles used for ridesharing, alternative work schedules, and other transportation demand management strategies among employers and commuters; and

WHEREAS, Tulare County has identified the retention, support and expansion of vanpools as a key strategy of their 2015 Coordinated Transportation Plan; and

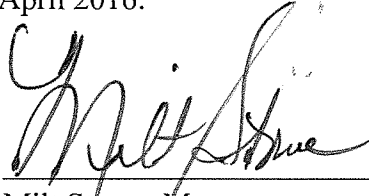
WHEREAS, the support of vanpools provides a means of addressing air quality and roadway congestion, while providing an alternate means of transportation for those whose trip cannot be accomplished on a traditional bus; and

WHEREAS, California Vanpool Authority presently provides vanpool services to the city of Porterville while submitting passenger data to the National Transit Database system on behalf of the City Transit Agency; and

WHEREAS, this submission of data to the National Transit Database system has and will generate additional federal 5307 funds that the City uses to fund transit operations or improvements; and

NOW, THERFORE, BE IT RESOLVED, that the City of Porterville desires to enter into an agreement with California Vanpool Authority for the purpose of providing rideshare services and support for vanpools entering or leaving the city of Porterville.

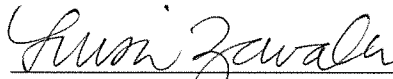
PASSED, APPROVED, AND ADOPTED, this 19th day of April 2016.



Milt Stowe, Mayor

ATTEST:

John D. Lollis, City Clerk

By: 

Luisa Zavala, Deputy City Clerk

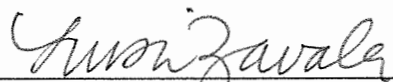
STATE OF CALIFORNIA)
CITY OF PORTERVILLE) SS
COUNTY OF TULARE)

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

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

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

JOHN D. LOLLIS, City Clerk


By: Luisa Zavala, Deputy City Clerk



CITY COUNCIL AGENDA – APRIL 19, 2016

SUBJECT: Agreement for Rideshare Service Between The City of Porterville and The California Vanpool Authority

SOURCE: Public Works

COMMENT: Transit agencies located in urbanized areas (UZAs) receive a Federal 5307 apportionment based on their annual reporting into the National Transit Database (NTD) system. This reporting includes how far buses travel, how long they spend traveling, how many riders are carried and the cost to provide the service. Generally, the larger the system, the more 5307 funds are received. The City's Transit system provides service located in the Porterville Urbanized Area and the City's 2016 Section 5307 Urbanized Area apportionment is \$1,618,892.

Transit agencies outside of a UZA, but serving the UZA area, may also report passenger data related to trips that began or ended in the UZA. Rideshare programs, such as a Vanpool, are examples of a type of transit trip that may contribute substantial ridership data to a UZA. The reporting of the trips is done by the vanpool provided on behalf of the UZA. 5307 funds generated by the additional reporting stays with the transit agency serving the UZA, it does not return to the agency that reported the passenger data. The California Vanpool Authority (CalVans) is an example of a transit agency that provides ridesharing services with trips traveling to or from the City on behalf of the Porterville UZA. Passenger data generated by CalVans supplemented the City's FY 2016 apportionment by \$192,016. This additional funding is generated by one (1) point in the Small Transit Intensive Cities Program (STIC).

In 1998, the TEA-21 transportation law necessitated a study by the Federal Transit Administration (FTA) to explore the varied ridership trends of small transit systems. In 2000, the FTA published The Urbanized Area Formula Program and the Needs of Small Transit Intensive Cities. This study identified 77 small UZAs that would qualify as having high ridership in comparison to the transit systems of larger UZAs.

The results were translated into a new approach to transit funding for small UZAs. The STIC Program was developed as an element of the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU).

The original STIC program allocated 1% of funds from the FTA's \$4.3 billion Urban Area 5307 Formula Program to incentivize greater transit service and ridership in smaller UZAs. Congressional leaders, through MAP-21, increased

the funding level for STIC from 1% to 1.5% beginning in FY 2013. In August of this year, the House Transportation and Infrastructure Committee requested that the funding for STIC apportionment's be increased from 1.5% to 3%.

To qualify for STIC funds, cities are evaluated on six factors: passenger miles traveled per vehicle revenue mile; passenger miles traveled per vehicle revenue hour; vehicle revenue miles per capita; vehicle revenue hours per capita; passenger miles traveled per capita; unlinked passenger trips per capita.

Ridesharing services is the most effective mode of service in achieving these six factors.

Ridesharing services, as defined within Section 99211.5 of the Transportation Development Act (TDA), is a comprehensive organizational effort which is designed to reduce the number of vehicles on the highways during peak travel periods within a defined area by encouraging the planning and marketing of high-occupancy vehicle facilities, increases in the number of passengers per vehicle in vehicles used for ridesharing, alternative work schedules, and other transportation demand management strategies among employers and commuters.

Rideshare programs typically provide a vanpool, vanshare, carpool, metropool, and/or trippool and focus on serving specific home to work travel markets.

They are demand responsive in the sense that the route of the vehicle is custom-tailored to the individual riders, and may change in response to rider turnover.

The vast majority of rideshare programs could be considered subscription services, wherein each commuter essentially rents a seat on the vehicle on a monthly or sometimes weekly basis, with no refund for times when the service is not used. This approach allows the service provider, be it an employer, an individual, or a transit operator or other third-party agency, to be assured of a steady income.

Currently, CalVans operates 18 vanpool vans that travel to or from the City generating one STIC point (\$192,016). Staff is recommending that the City establish a Rideshare Program in an effort to qualify for more STIC points and generate additional Federal funding. Each additional STIC point that the City qualifies for will generate \$192,016 in additional Section 5307 funding, with a maximum potential of \$1,152,096. In order to qualify for additional STIC points, staff is recommending that the City contribute \$400 per vanpool per month to CalVans to offset the cost and incentivize the use of rideshare services.

Staff has estimated that by offsetting the cost of operations the City will qualify for 5 STIC points generating an additional \$960,080 in 5307 funding. Should Congress increase the funding to 3%, the City would generate a maximum potential of \$1,920,160.

Staff is recommending that the City Council use Local Transportation Funds (LTF) to supplement the CalVans program. As defined within Section 99268.15 of the TDA, the use of LTF funds does not require an operating revenue ratio normally required for support of bus operation and the cost of providing rideshare services are excluded from operating costs.

RECOMMENDATION: That the City Council:

1. Approve Resolution setting forth Ridesharing Services for the City of Porterville; and
2. Approve Agreement between the California Vanpool Authority and the City of Porterville for ridesharing services.

ATTACHMENTS:

1. Resolution
2. CalVans Agreement

Appropriated/Funded:

Review By:

Department Director:
Mike Reed, City Engineer

Final Approver:

VANPOOL SERVICES AGREEMENT

This VANPOOL SERVICES AGREEMENT (this “Agreement”) is made and entered into effective as of September [17], 2024 (“Effective Date”), by and between the City of Porterville, a municipal corporation organized under the laws of the State of California, acting through the City’s public works department, offering the Porterville Transit service (“CITY”) and the Enterprise Rent-A-Car of Sacramento, LLC (“CONTRACTOR”).

WITNESSETH

WHEREAS, CITY is the recipient of additional U.S. Federal Transit Administration Urbanized Area Formula Funding program (49 U.S.C. §5307) funding (“5307 Funds”) through the reporting efforts of vanpool trips that travel to or from the Porterville Urbanized Area (“Area”), it is the desire of both parties to encourage local participation in the Program (as defined below) so as to increase 5307 Funds to Porterville; and

WHEREAS, CITY is committed to encouraging increased vanpool use in Tulare County through the financial support of vanpool groups traveling to or from Tulare County; and

WHEREAS, CONTRACTOR is qualified and experienced and has necessary technical and personnel resources to provide such services for the provision of vanpool services; and

NOW, THEREFORE, CITY and CONTRACTOR for the considerations hereinafter set forth, mutually agree as follows:

NOW, THEREFORE, the parties mutually agree as follows:

1. SCOPE OF WORK

CONTRACTOR shall perform those services described in Exhibit A: “SERVICES”, attached hereto and incorporated herein by this reference and shall comply with all relevant conditions as set forth in the Agreement.

2. TERM AND TERMINATION

The initial term of this Agreement will commence on the Effective Date and end on third anniversary of the Effective Date (the “Initial Term”). Following the Initial Term, this Agreement shall automatically renew for successive one (1) year periods (each, a “Renewal Term”, and collectively with the Initial Term, the “Term”) unless and until either Party provides the other Party with written notice at least 90 days prior to the end of the Initial Term or the then current Renewal Term of its desire not to renew this Agreement, in which case this Agreement shall terminate at the end of the Initial Term or such Renewal Term, as the case may be. All terms and conditions of this Agreement shall remain in effect during each Renewal Term.

This Agreement may be terminated by either party upon written notice to the other party in the event that: (i) such other party commits a breach, in any material respect, of any of the terms and conditions of this Agreement applicable to it and, if such breach is capable of being cured, fails to cure such breach within 30 days (or, if it is a payment-related breach, 15 days) after receipt of written notice from the terminating party specifying such breach; or (ii) such other party ceases its business operations or becomes the subject of a petition in bankruptcy or any proceeding related to its insolvency, receivership or liquidation, in any jurisdiction, that is not dismissed within 90 days of its commencement, or an assignment for the benefit of creditors.

If this Agreement expires or is terminated for any reason: (i) CITY will pay to CONTRACTOR any amounts that have accrued before, and remain unpaid as of, the effective date of the expiration or termination; (b) any and all liabilities of either party to the other party that have accrued before the effective date of the expiration or termination will survive; (c) CONTRACTOR's obligation to provide any further Services for CITY under this Agreement will immediately terminate; and (d) the parties' rights and obligations under this Agreement which by their nature are intended to survive termination will survive.

3. EXHIBITS

The Exhibits are incorporated into and form an integral part of this Agreement.

- a) Exhibit A. Services
- b) Exhibit B. Non-Collusion Affidavit for CONTRACTOR
- c) Exhibit C. Certification of Restrictions on Lobbying
- d) Exhibit D. Debarment and Suspension Certification

4. VANPOOL SUBSIDY ELIGIBILITY

The CITY Vanpool Program ("Program") shall be available to vanpools for persons whose commute begins or ends in the Area. At least 80% of the vehicle's mileage is reasonable expected to be for the purposes of transporting commuters in connection with travel between their residence and their place of employment. For purposes of this Agreement, the term "Active Van" refers to a vehicle that is in active service during a given month for at least 14 days, with a minimum average monthly ridership of 50% of the maximum seating capacity of such vehicle (such number to include the driver), eligible to receive financial assistance pursuant to this Agreement, and is operating in the Area with a signed agreement between CONTRACTOR and the driver displaying its effective dates. Each vehicle will be assigned to a qualified vanpool group. Under no circumstances shall Program vehicles be used for transporting goods or passengers for hire or compensation.

5. INDEPENDENT CONTRACTOR STATUS

The parties are independent contractor. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties. Except as set forth in this Agreement, nothing in this Agreement, expressed or implied is intended to give rise to any third-party beneficiary. The CONTRACTOR, and not CITY, is the employer of all the vanpool service provider employees, and the CONTRACTOR is responsible for their wages, hours, benefits, worker's compensation, social security, and all other incidents of employment.

6. SUBCONTRACTING

- A. Any contract between CONTRACTOR and any subcontractor shall comply with all provisions of this Agreement. CITY's approval of any assignment, sublet, or transfer shall not release CONTRACTOR of any obligation under this Agreement. As between CITY and CONTRACTOR, CONTRACTOR shall be fully responsible for the acts and omissions of the subcontractors and persons either directly or indirectly employed by CONTRACTOR. Nothing contained in this Agreement shall create any contractual relationship between any subcontractor and CITY.
- B. CONTRACTOR may use other companies within the Enterprise Holdings, Inc. corporate group, now or in the future (these companies are referred to as our "Affiliates") to perform CONTRACTOR's obligations or exercise CONTRACTOR's rights under this Agreement, including to manage the Services.

7. COORDINATION/STAFFING

Each party will designate a single point of contact within its organization to manage the Program ("Project Manager"). The Project Managers will communicate as necessary to manage the Services to be performed under this Agreement.

8. COMPENSATION

CITY shall pay CONTRACTOR on a firm-fixed subsidy base in accordance with Agreement, as well as the following provisions:

- A. The firm-fixed monthly subsidy to CONTRACTOR by CITY to provide the Services, shall be up to \$[400] USD per month, per vanpool enrolled in the Program and complying with the Program requirements.
- B. The CITY agrees and covenants that to the extent permitted by law and regulation, it will use its best efforts to obtain the authorization and appropriation of funds necessary to meet its obligations and fund performance under this Agreement, including, without limitation, the inclusion of such funds in its budgeting. The CITY further agrees to apply funds that are appropriated for the Program to the payment of its obligations under the Agreement.

- C. If funds are not appropriated for this the Program, CITY must promptly notify CONTRACTOR within 7 days of knowledge of non-appropriation, and this Agreement may be terminated without penalty to either party; provided, however, that any accrued but not yet paid amounts owed to CONTRACTOR will be paid within 10 days after such termination.

9. INVOICING

- A. CONTRACTOR shall invoice CITY monthly for payments of the financial assistance corresponding to actual number of approved vanpools by CONTRACTOR. Such vanpools shall be documented in a monthly report prepared by CONTRACTOR, which shall accompany each invoice submitted by CONTRACTOR. CONTRACTOR shall also furnish such other information as may be reasonably requested by CITY to substantiate the validity of an invoice. CITY's payment in full shall constitute CITY's final acceptance of CONTRACTOR's work.
- B. Invoices shall be submitted by CONTRACTOR on a monthly basis. Each invoice shall be accompanied by the monthly report specified in paragraph B. Effective Date shall remit payment within 30 calendar days of the receipt of each invoice. CONTRACTOR may (i) charge interest on overdue amounts at 1.5% per month (or the highest rate permitted by law, if less) from the payment due date until paid in full. CITY will submit any invoice dispute in good faith to CONTRACTOR before the payment due date. CITY will reimburse CONTRACTOR for all reasonable expenses (including attorneys' fees) incurred by CONTRACTOR in collecting overdue payments except where such payments are due to CONTRACTOR's billing inaccuracies. CITY will be obligated to pay the undisputed portion by the payment due date. The parties will seek to resolve such billing disputes within 30 days after providing written notice to CONTRACTOR. Any outstanding amounts previously subject to a dispute will be due to CONTRACTOR 7 days after the dispute is resolved.
- C. Each invoice shall include the following information:
- Agreement Number provided by CITY
 - Van unit number(s)
 - Driver's Name
 - Monthly Vanpool fee billed to vanpool
 - Amount of approved subsidy to be applied
 - The amount of payment(s) collected from each vanpool
 - The time period covered by the invoice
 - Any other information as agreed or reasonably requested by CITY to substantiate the validity of an invoice.

10. AMENDMENTS

Any amendment to the Agreement will be in writing, expressly state that it

is amending the Agreement, and be signed by both parties.

11. SPECIAL CONTRACT REQUIREMENTS

- A. Compliance with Law – Each party shall comply with all applicable federal and state laws, including maintaining any license, permit, operating authority, insurance, or regulatory authorization required to perform their respective obligations under this Agreement.
- B. Substitution of Vehicles – CONTRACTOR may replace vehicles used in the Vanpool Program at the sole discretion of CONTRACTOR.
- C. Vanpool Drivers Not Employees – Vanpool drivers are not employees of CITY or CONTRACTOR, nor are they agents, servants, or employees of either party.

12. DISPUTES

The parties shall attempt in good faith to resolve any dispute arising in connection with this Agreement, by negotiations between executives who have authority to settle the controversy. Any party may give the other party written notice of any dispute not resolved in the normal course of business (a “Dispute Notice”). Within 20 days after delivery of such notice, executives of both parties shall meet at a mutually acceptable time and place (including by telephone conference), and thereafter as often as they reasonably deem necessary, to exchange relevant information and to attempt to resolve the dispute in good faith. If the parties are unable to resolve any such dispute within 40 days after delivery of the applicable Dispute Notice, then thereafter either party may file suit in a court of competent jurisdiction in accordance with the governing law provisions of this Agreement. However, during such 40-day period after delivery of the applicable Dispute Notice, neither party may file suit with respect to such dispute, but nothing contained herein shall limit either party’s right to seek equitable relief at any time.

13. LIMITATION ON LIABILITY

CITY shall not be liable to CONTRACTOR for any amount owed to CONTRACTOR by participants in the Vanpool Program, including any excess mileage charges, towing, charges, roadside assistance charges, mechanical repair cost, maintenance cost, physical damage repair costs, or for the loss or theft of any CONTRACTOR owned vehicle. Notwithstanding the foregoing, any amounts paid by participants in the Vanpool Program does not reduce or limit CITY’s obligation to pay the financial assistance contemplated by and in accordance with this Agreement.

14. INTEREST OF OFFICIALS AND THE CONTRACTOR

- A. No officer, member, or employee of the CITY who exercises any functions or responsibilities in the review or approval of this Agreement shall:

1. (1) participate in any decision relating to this Agreement which affects his personal interest or the interest of any corporation, partnership, or association in which he has, directly or indirectly, any interest; or
 - (2) have any interest, direct or indirect, in this Agreement or the proceeds thereof during his tenure or for one year thereafter.
- B. CONTRACTOR hereby covenants that it has at the time of the execution of this Agreement, no interest, and that CONTRACTOR shall not acquire any interest in the future, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed pursuant to this Agreement. The CONTRACTOR further covenants that in the performance of this work, no person having any such interest shall be employed.

15. **[INTENTIONALLY OMITTED].**

16. **[INTENTIONALLY OMITTED].**

17. DOCUMENTS/DATA

CONTRACTOR shall remain owner of all documents, materials, data and products provided for CITY under this Contract. CONTRACTOR shall also retain all right, title and interest in any pre-existing intellectual property secured, developed, written, or produced by CONTRACTOR prior to the execution of this Agreement or developed concurrently with this Agreement but not specifically for this Agreement. CONTRACTOR will provide to CITY access to reports and data specific to this Agreement as necessary for CITY to comply with applicable law and in connection with federal, state and local transit funding efforts, upon request of CITY and within the time period set forth in Exhibit A. All reports and data will be provided at no additional charge to CITY and in a mutually agreeable electronic format.

18. IDEMNIFICATION AND INSURANCE

A. INDEMNITY.

1. CONTRACTOR at its own cost and expense, shall indemnify, defend and hold harmless CITY from, and against, any and all third-party claims, demands, actions, suits, damages, liabilities, losses and expenses, including reasonable attorney's fees and reimbursements, for personal injury or property damage asserted by third parties ("Third-Party Claims") to the extent caused by CONTRACTOR's gross negligence or willful misconduct in connection with CONTRACTOR's performance or failure to perform its obligations under this Agreement.
2. CITY shall promptly notify CONTRACTOR in writing of any allegation(s) that preceded the Third-Party Claims and cooperate reasonably with CONTRACTOR to resolve allegation(s) and the Third-Party Claims. If breach of this Section 18(B) prejudices the

defense of the Third-Party Claims, CONTRACTOR's obligations under 18(B) will be reduced in proportion to the prejudice.

3. CITY will tender sole control of the indemnified portion of the Third-Party Claims to CONTRACTOR, subject to the following: (i) CITY may appoint its own non-controlling counsel, at its own expense; and (ii) any settlement requiring CITY to admit liability, pay money, or take (or refrain from taking) any action, will require the indemnified party's prior written consent, not to be unreasonably withheld, conditioned, or delayed.
4. To the extent reasonable possible, CITY shall use its good faith efforts to mitigate any losses that CONTRACTOR is obligated to indemnify against, pursuant to this indemnifications provision.

B. INSURANCE.

1. Without limiting CITY's right to indemnification, it is agreed that CONTRACTOR shall secure prior to commencing any activities under this Agreement, and maintain during the term of this Agreement, insurance coverage as follows: (Please note that these coverages do not apply to the Vanpool Drivers).
2. Workers' Compensation: 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.
3. Commercial General Liability, to include Products/Completed Operations, Contractual Liability, and Personal Injury Liability, and Property Damage with a minimum limit of \$1,000,000.00 per occurrence and \$2,000,000.00 general aggregate.
4. Automobile Liability Insurance to include owned, hired and non-owned autos with a combined single limit of \$1,000,000.00 each accident.

C. VEHICLE INSURANCE.

CONTRACTOR shall maintain the following insurance for the Vanpool vehicles:

1. Automobile Liability Insurance (8 passengers and above) \$1,000,000 Combined single limit, Required State Minimum Uninsured Motorist Coverage, Required State Minimum Underinsured Motorist.
2. Automobile Liability Insurance (7 passenger vehicles) \$500,000 Combined single limit, Required State Minimum Uninsured Motorist Coverage, Required State Minimum Underinsured Motorist.
3. If a vanpool vehicle is used or operated for any purpose other than Commute to or from the Vanpool Driver's regular workplace

location, which shall include picking up and dropping off of other passengers

- In the case of Human Service Agency, transporting clients
- Movement of vehicle to a maintenance or repair facility
- Movement of vehicle to a CONTRACTOR location for replacement or return or
- Movement to a refueling or car wash facility in the normal course of a commute

A reduced insurance coverage for third-party bodily injury and property damage in the amount of \$250,000 combined single limit per claim and required state minimum uninsured motorist coverage and required state minimum underinsured motorist coverage will be implemented.

D. Insurance Policies are to contain, or be endorsed to contain, the following provisions:

1. CITY, its officers, agents, employees, representatives and volunteers are to be covered as additional insured on the CGL policy with respect to 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 operations. General liability coverage can be provided in the form of an endorsement to the CONTRACTOR's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37 forms if later revisions used).
2. Primary Coverage: For any claims related with respect to performance to the extent of the CONTRACTOR's contractual obligations under Section 18 "Indemnification", the CONTRACTOR's insurance coverage shall be primary insurance as respects the CITY, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the CITY, its officers, officials, employees, or volunteers shall be excess of the CONTRACTOR's insurance and shall not contribute with it.
3. Notice of Cancellation: Each insurance policy required above shall provide that coverage shall not be canceled, except by (30) days prior written notice of cancellation or material change in coverage provided to the CITY.
4. Waiver of Subrogation: CONTRACTOR hereby grants to CITY a waiver of any right to subrogation which any insurer of said CONTRACTOR may acquire against the CITY by virtue of the payment of any loss under such insurance to the extent of CONTRACTOR's indemnification obligation under this agreement. CONTRACTOR agrees to obtain any endorsement that may be

necessary to affect the waiver of subrogation, but this provision applies regardless of whether or not the CITY has received a waiver of subrogation endorsement from the insurer.

5. Acceptability of Insurers: Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the CITY.
6. Verification of Coverage: CONTRACTOR shall furnish the CITY's Transportation Director with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the CITY before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the CONTRACTOR's obligation to provide them. The CITY reserves the right to require complete, certified copies of all required certificates of insurance, except for the workers compensation policy, including endorsements required by these specifications, at any time provided however that the CONTRACTOR may redact policies of all copies requested by the CITY to prevent disclosure of confidential information not germane to the insurance coverage provided by the CONTRACTOR.

19. MISCELLANEOUS PROVISIONS

- A. **Successors and Assigns**: This Agreement shall be binding upon and shall inure to the benefit of any successors to or assigns of the parties. Except as specifically described otherwise in this Agreement, neither the CITY nor CONTRACTOR shall assign or otherwise transfer this Agreement, whether voluntarily, involuntarily, by operation of law or otherwise, without the other party's prior written consent, which consent shall not be unreasonably withheld or delayed. CONTRACTOR shall have the right to delegate the performance of certain obligations and duties under this Agreement to one or more affiliates of CONTRACTOR hereunder. No delegation or other transfer will relieve the affected party of any of its obligations or performance under this Agreement. Any purported assignment, delegation or transfer in violation of this Section 19 (A) is void.
- B. **Force Majeure**: Neither party shall be liable for failure to perform under this Agreement if such failure is caused by events beyond their reasonable control, including but not limited to acts of God, war, pandemic, government regulations, natural disasters, strikes, or other labor disputes. In such cases, performance of this Agreement shall be suspended until the event or condition ceases.
- C. **Notices**: Any notice or other communication permitted under this Agreement must be made in writing and sent to the appropriate party at the address(es) set forth below, using: (a) certified mail, registered mail

or a nationally recognized overnight courier, with such notice treated as given upon receipt or (b) email, with such notice treated as given when sent if sent during the recipient's normal business hours or, if not, at the beginning of the next business day.

If to CITY: City of Porterville
Attn: Transportation Department
291 N. Main Street
Porterville, CA 93257

If to CONTRACTOR: Enterprise Rent-A-Car
Company of Sacramento, LLC
150th Sunrise Avenue
Roseville, CA 95661
Attn: Maryam Amiri

With copies to: Commute with Enterprise
600 Corporate Park Drive
St. Louis, MO 63105
Attn: Vice President

c/o Enterprise Holdings, Inc.
600 Corporate Park Drive
St. Louis, MO 63105
Attn: Corporate Legal Group

- D. **Choice of Law; Jurisdiction; Venue; and Waiver Of Removal:** This Agreement shall be administered and interpreted under the laws of the State of California, without regard to the conflict of laws provisions thereof, and will be litigated exclusively in the federal or state courts of competent jurisdiction for Tulare County, California; the parties consent to personal jurisdiction in those courts. CONTRACTOR hereby expressly waives any right to remove any action to a county other than Tulare County as permitted pursuant to Section 394 of the California Code of Civil Procedure.
- E. **Entire Agreement:** This Agreement (including the exhibits hereto), represent the entire agreement between CITY and CONTRACTOR with respect to the subject matter of this Agreement and supersede any prior oral or written understandings, negotiations, agreements, or representations among the parties of any nature to the extent they relate in any way to the subject matter hereof.
- F. **Severability:** If any term or other provision of the Agreement is deemed invalid, illegal, or unenforceable by a court of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect any other

term or provision of the Agreement. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the parties shall negotiate in good faith to modify this Agreement as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

- G. **Counterparts:** This Agreement may be executed in counterparts, including via exchange by facsimile or attached as a PDF, or other electronic file type or by DocuSign, Adobe Sign, or other electronic signature, each of which is deemed an original, but all of which together are deemed to be one and the same agreement.
- H. **Relationship of parties:** Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint consultant, employment or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.
- I. **No Third-party Beneficiaries:** This Agreement is for the sole benefit of the parties and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other party any legal or equitable right, benefit or remedy of any nature whatsoever, under or by reason of the Agreement.
- J. **Construction:** This Agreement is the product of negotiation and compromise on the part of each party and the parties agree, notwithstanding Civil Code Section 1654, that in the event of uncertainty the language will not be construed against the party causing the uncertainty to exist.
- K. **Authority:** Each signatory to this Agreement represents that it is authorized to enter into this Agreement and to bind the party to which its signature represents.
- L. **Headings:** Section headings are provided for organizational purposes only and do not in any manner affect the scope or intent of the provisions thereunder.
- M. **EEOC:** CONTRACTOR will not discriminate against any employee, or applicant for employment, because of race, color, religion, sex, marital status, or national origin. CONTRACTOR will take affirmative action to insure those applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, marital status, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment, or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- N. **Tax Liability and Felony Convictions:** CONTRACTOR certifies:

(i) it has no unpaid Federal tax liability that have been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and (ii) it has not been convicted of a felony criminal violation under any federal law within the preceding 24 months.

20. COMPLIANCE WITH FEDERAL LAWS AND REGULATIONS

This Agreement may be financed in part with Federal funding, including 5307 Funds. CONTRACTOR's services under this Agreement shall be performed in accordance and full compliance with all applicable federal laws and requirements including, but not limited to:

A. No Government Obligation to Third parties: 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 Agreement, absent the express written consent by the Federal Government, the Federal Government is not a party to this Agreement and shall not be subject to any obligations or liabilities to the CITY, CONTRACTOR, or any other party (whether or not a party to that Agreement) pertaining to any matter resulting from this Agreement.

B. Program Fraud and False or Fraudulent Statements and Related Acts:

1. CONTRACTOR acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §3801 et seq. and United States Department of Transportation ("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 this Agreement, 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 this Agreement or the FTA assisted project for which this 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.
2. 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 this Agreement that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. §5307, the Government reserves the right to

impose the penalties of 18 U.S.C §1001 on CONTRACTOR, to the extent the Federal Government deems appropriate.

3. 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.

C. Access to Records:

The following access to records requirements applies to this Agreement:

1. Where a purchaser is not a State but a local government and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 18.36(i), the CONTRACTOR agrees to provide the purchaser, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the CONTRACTOR which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. CONTRACTOR also agrees, pursuant to 49 C.F.R. 633.17 to provide the FTA Administrator or their authorized representatives including any PMO CONTRACTOR access to CONTRACTOR's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.
2. Where any purchaser which is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)1) through other than competitive bidding, the CONTRACTOR shall make available records related to the contract to the purchaser, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.
3. The CONTRACTOR agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
4. The CONTRACTOR agrees to maintain all books, records, accounts and reports required under this Agreement for a period of not less than three years after the date of termination or expiration of this Agreement, 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 the Purchaser, 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)(11). Each contract year during the Term will be treated as a separate term of this Agreement for recordkeeping purposes under this portion of this Agreement.

5. FTA does not require the inclusion of these requirements in subcontracts.

D. Lobbying: CONTRACTOR 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. Language in Lobbying Certification is mandated by 49CFR Part 19, Appendix A, Section 7, which provides that CONTRACTORS file the certification required by 49 CFR 20.110(d)

E. Government-Wide Debarment and Suspension: This Agreement is a covered transaction for purposes of 49 CFR Part 29. As such, the CONTRACTOR is required to verify that none of the CONTRACTOR, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The CONTRACTOR is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

In connection with its bid or proposal, CONTRACTOR certifies as follows:

The certification in this clause is a material representation of fact relied upon by CITY. If it is later determined that CONTRACTOR knowingly rendered an erroneous certification, in addition to remedies available to CITY the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. CONTRACTOR agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. CONTRACTOR further agrees

to include a provision requiring such compliance in its lower tier covered transactions.

F. [INTENTIONALLY OMITTED]

G. Bonus or Commission: CONTRACTOR affirms that it has not paid, and agrees that it will not pay, any bonus or commission to obtain federal assistance for any project or related activities supported under the Agreement or Underlying Agreement (as defined in the FTA Master Agreement).

H. Trafficking in Persons:

1. CONTRACTOR agrees that it and its employees that participate on the CONTRACTOR Vanpool Program at issue in the Agreement may not:
 - A. Engage in severe forms of trafficking in persons (as defined by 22 U.S.C. § 7102), during the period of time that the Agreement is in effect;
 - B. Procure a commercial sex act (as defined at 22 U.S.C. § 7102) during the period of time that the Agreement is in effect, or
 - C. Use forced labor in the performance of the Agreement or subagreements thereunder.
2. CONTRACTOR agrees to comply and assures the compliance of each subrecipient, with federal requirements and guidance, including:
 - A. Section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended 22 U.S.C. § 7104 (g), and
 - B. The terms of this section 4.g, which have been derived from U.S. OMB regulatory guidance, “Award Term for Trafficking in Persons,” 2 C.F.R. Part 175 per U.S. OMB’s direction.
3. CONTRACTOR agrees to, and assures that each subrecipient or subcontractor will:
 - A. Provide Information: Inform FTA immediately of any information it receives from any source alleging a violation of the prohibitions listed in this clause; and
 - B. Flow-down: Include the substance of this clause in all agreements or subcontracts with recipients, subrecipients, contractors, and subcontractors at every tier, including this requirement to flow down the clause.

I. Awards Involving Commerce – Fair Labor Standards Act: CONTRACTOR agrees to comply with the Fair Labor Standards Action (“FLSA”), 29 U.S.C. § 201, et seq., to the extent that the FLSA applies.

J. Safe Operation of Motor Vehicles:

1. **Seat Belt Use:** Pursuant to Executive Order No. 13043, “Increasing Seat Belt Use in the United States,” April 16, 1997, 23 U.S.C. § 402 note, (62 Fed. Reg. 19217), CONTRACTOR is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company rented vehicles, or personally operated vehicles. The terms “company-owned” and Company-Leased” refer to vehicles owned or leased either by CONTRACTOR or CITY.
2. **Distracted Driving:** Pursuant to (1) Executive Order No. 13513, “Federal Leadership on Reducing Text Messaging While Driving,” October 1, 2009, 23 U.S.C. § 402 note, (74 Fed. Reg. 51225); (2) U.S. DOT Order 3902.10, “Text Messaging While Driving,” December 30, 2009, CONTRACTOR is encouraged to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by and employer, and driving a vehicle the driver owns or rents, a vehicles CONTRACTOR owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this agreement.

K. Substance Abuse: To the extent CONTRACTOR is engaged in operations requiring compliance with 49 C.F.R. Part 655, CONTRACTOR agrees to establish and implement a drug and alcohol testing program that complies with 49 C. F. R. 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 administration, the State Oversight Agency of California, or AGENCY, to inspect the facilities and records associated with implementation of the required drug and alcohol testing program and to review the testing process. To the extent applicable, CONTRACTOR agrees to certify annually its compliance with Part 665 before March 1st and to submit the Management Information System reports before March 10 to CITY’s Transportation Director. To the extent applicable, CONTRACTOR shall use “Substance Abuse Certifications” in the “Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements,” published annually in the Federal Register, to certify compliance.

L. Access Requirements for Individuals with Disabilities: CITY and contractors are required to comply with all applicable requirements of the Americans with Disabilities Act of 1990 (ADA), 42 U.S.C. §§12101

et seq. and 49 U.S.C. §322; Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794; Section 16 of the Federal Transit Act, as amended, 49 U.S.C. app §1612; and the following regulations and any amendments thereto:

1. U.S. DOT regulations, “Transportation Services for Individuals with Disabilities (ADA)”, 49 C.F.R. Part 37;
2. U.S. DOT regulations, “Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance”, 49 C.F.R. Part 27;
3. U.S. DOT regulations, “Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles”, 49 C.F.R. Part 38;
4. Department of Justice (DOJ) regulations, “Nondiscrimination on the Basis of Disability in State and Local Government Services”, 28 C.F.R. Part 35;
5. DOJ regulation, “Nondiscrimination of the Bases of Disability by Public Accommodations and in Commercial Facilities”, 28 C.F.R. Part 36;
6. General Services Administration regulations, “Construction and Alteration of Public Buildings”, “Accommodations for the Physically Handicapped”, 41 C.F.R. Part 101-19;
7. Equal Employment Opportunity Commission (EEOC) “Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act”, 29 C.F.R. Part 1630;
8. Federal Communications Commission regulations, “Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled”, 49 C.F.R. Part 64, Subpart F; and
9. FTA regulations, “Transportation for Elderly and Handicapped Persons”, 49 C.F.R. Part 609.

M. Contract Work Hours and Safety Standards Act:

To the extent the Contract Work Hours and Safety Standards Act apply CONTRACTOR agrees:

1. 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 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 forty hours in such work week.

2. Violation; Liability for Unpaid Wages; Liquidated Damages. In the event of any violation of the clause set forth in paragraph (1) of this section the 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 and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard work week of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
3. Withholding for Unpaid Wages and Liquidated Damages. CITY shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys 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 Hourly 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 paragraph (2) of this section.
4. Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section 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 clause set forth in this section.
5. Payrolls and Basic Records (Non-Construction). Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three (3) years thereafter for all laborers and mechanics working at the site for work. Such records shall contain the name, address, and social security number of each such worker, his or her classification, hourly rates of wages paid, daily and weekly number of hours worked, deductions made and actual wages paid. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

N. [INTENTIONALLY OMITTED].

O. Prompt Payment

The CONTRACTOR is required to pay its subcontractors performing work related to this Agreement for satisfactory performance of that work no later than 30 days after the CONTRACTOR's receipt of payment for that work. In addition, the CONTRACTOR is required to return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this Agreement is satisfactorily completed.

The CONTRACTOR must promptly notify the CITY, whenever a DBE subcontractor performing work related to this Agreement is terminated or fails to complete its work and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The CONTRACTOR may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the Agency.

CONTRACTOR agrees to include the Prompt Payment Clause in each subcontract.

P. Simplified Acquisition Threshold

Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. § 1908, or otherwise set by law, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(Note that the simplified acquisition threshold determines the procurement procedures that must be employed pursuant to 2 C.F.R. §§ 200.317-200.327. The simplified acquisition threshold does not exempt a procurement from other eligibility or processes requirements that may apply. For example, Buy America's eligibility and process requirements apply to any procurement in excess of \$150,000 49 U.S.C. § 53230)(13)).

CONTRACTOR agrees to include the Simplified Acquisition Clause in each subcontract greater than the \$250,000.

Signature page follows.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed the Effective Date.

Enterprise Rent-A-Car Sacramento, LLC

Authorized signature:

Print name:

Title:

Date:

City of Porterville

Authorized signature:

Print name:

Martha A. Flores

Title:

Mayor

Date:

Approved as to Form, City Attorney

Authorized signature:

Print name:

Title:

EXHIBIT A

SERVICES

- A. **Vehicle Rental** - CONTRACTOR will rent vanpool vehicles that it owns and to which it retains ownership and control consistent with ownership during performance, each seating seven (7) to fifteen (15) passengers (such vehicles are referred to as “vehicles”), to vanpool groups enrolled in the Vanpool Program. Vehicles that accommodate individuals with disabilities may require modifications. The CITY and CONTRACTOR will mutually agree on price. CONTRACTOR will comply with the Americans with Disabilities Act to the extent applicable.
- B. **Vanpool Marketing** - CONTRACTOR will market and promote the Program and provide ride matching assistance to facilitate formation of vanpool groups. It is acknowledged that while CONTRACTOR will encourage all eligible vanpools to participate in the Program, CONTRACTOR may operate non- Porterville Transit vanpools in the same geographic service area.
- C. **Vanpool Agreements and Eligibility Requirements** - Each vanpool driver must (a) sign CONTRACTOR’s then-current driver agreement and/or vanpool coordinator agreements, (b) authorize CONTRACTOR, or its designee, to obtain records related to their driving history, and (c) meet certain minimum automobile insurance and continuing eligibility requirements. CITY acknowledges and agrees that CONTRACTOR reserves the right to decline or terminate any vanpool driver who fails to comply with the Program, driver eligibility or insurance requirements of the Program or otherwise.
- D. **Vehicle Servicing & Maintenance** - CONTRACTOR will arrange for preventative maintenance and inspections of vanpool vehicles. According to Original Equipment Manufacturer (“OEM”) standards, each vehicle will be eligible for a regular, routine service and safety inspection including lubrication, and oil and filter change. During this service visit, a comprehensive safety inspection will be performed and may include monitoring all major and mechanical systems including wear/air pressure of tires, brakes, belts, hoses, water pump, fluids, suspension, wheel bearings and exhaust. Maintenance and inspections will be in accordance with the OEM recommendations and ASE-certified technicians’ discretion.
- E. **Reporting** - CONTRACTOR will provide the CITY with certain data and reports identified by the CITY to enable it to comply with its NTD Reporting requirements. Until the end of the Term, CONTRACTOR will cause to be prepared and provided to CITY the following:
 - (i) Within 20 days after the end of each month (starting with the first full calendar month after the Effective Date), an unaudited report as of the end of such month; and

- (ii) Within 60 days after the end of each calendar year (starting after December 21 of the calendar year of the Effective Date), an unaudited report as of the end of such month; and
 - (iii) Each report provided to the CITY pursuant to Section E will be consistent with the requirements of the United States Federal Transit Administration and consist of the following items: (1) the number of vanpool groups added or discontinued as of the end of such month or calendar year, as appropriate; (2) the number of current active vanpools; and
- (3) route and group information such as origin and destination, vehicle driver (name) and vehicle passenger capacity.

EXHIBIT B
NON-COLLUSION AFFIDAVIT FOR PROPOSER

[attached]

STATE OF CALIFORNIA

**BEFORE THE CITY OF PORTERVILLE,
CALIFORNIA PUBLIC WORKS DEPARTMENT**

_____	X	
In re	:	
	:	
	:	
ENTERPRISE RENT-A-CAR COMPANY	:	
OF SACRAMENTO, LLC	:	September [●], 2024
	:	
_____	X	

**CERTIFICATION OF ERIC J. SCHONOFF IN SUPPORT OF PROPOSAL OF
ENTERPRISE RENT-A-CAR COMPANY OF SACRAMENTO, LLC FOR THE
PROVISION OF VANPOOL SERVICES TO THE CITY OF PORTERVILLE,
CALIFORNIA, PUBLIC WORKS DEPARTMENT, FOR THE PORTERVILLE
TRANSIT SERVICE VANPOOL PROGRAM**

I, Eric J. Schonoff, hereby certify that:

1. I am a Vice President and General Manager Vice President and General Manager of Enterprise Rent-A-Car Company of Sacramento, LLC (“**Enterprise**”), which maintains an office at 150 North Sunrise Avenue, Roseville, CA 95661. I am familiar with the matters contained in this certification and Enterprise’s proposal for the vanpool services. I am familiar with the work to be performed by Enterprise on behalf of the City of Porterville, California (the “**City**”).

2. To the best of my knowledge, information and belief, the following statements are true and accurate in all material respects: (i) that Enterprise has not either directly or indirectly, (i) entered into any agreement, (ii) participated in any collusion, or (iii) otherwise taken any action, and the pricing in the proposal (“Proposal”) submitted to the City, are fair, appropriate, and not impaired by any activity in restraint of free competition in connection with the Proposal.

Pursuant to 31 U.S.C. § 3801, I certify or affirm that the foregoing statements are true and correct to the best of my knowledge, information and belief.

Dated: September [●], 2024
Roseville, California

Eric J. Schonoff
Vice President, General Manager

EXHIBIT C
CERTIFICATION OF RESTRICTIONS ON LOBBYING

This certification does not apply to contracts and subcontracts under \$100,000. Offers that do not include this completed certification, if applicable, will be rejected as nonresponsive.

The CONTRACTOR certifies that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the CONTRACTOR, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the CONTRACTOR shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The CONTRACTOR shall require that the language of this certification be included in the contract documents for all subcontractors and material suppliers at all tiers, and that all subcontractors and material suppliers shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The CONTRACTOR certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification. In addition, the CONTRACTOR understands and agrees that the provisions of 31 U.S.C. §§ 3801 et al. are applicable to this certification.

Enterprise Rent-A-Car of Sacramento, LLC

By: _____

Name: Eric J. Schnohoff

Title: Vice President, General Manager

Date:

EXHIBIT D
DEBARMENT AND SUSPENSION CERTIFICATION

This certification does not apply to contracts and subcontracts under \$25,000. Offers that do not include this completed certification, if applicable, will be rejected as nonresponsive.

Check one box below (and provide explanation if necessary):

X The CONTRACTOR certifies that the CONTRACTOR and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily or involuntarily excluded from covered transactions by any federal department or agency;
2. Have not, within the preceding three years, 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 or private agreement or transaction; violation of federal or state antitrust statutes, including those proscribing price fixing between competitors, allocation of customers between competitors, and bid rigging; commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice; or commission of any other offense indicating a lack of business integrity or business honesty;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any offense described in Paragraph 2 of this certification;
4. Have not, within the preceding three years, had one or more public transactions (federal, state, or local) terminated for cause or default.

The CONTRACTOR shall require that the language of this certification be included in the contract documents for all subcontractors and material suppliers at all tiers, and that all subcontractors and material suppliers shall certify and disclose accordingly.

The CONTRACTOR certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification. In addition, the CONTRACTOR understands and agrees that the provisions of 31 U.S.C. §§ 3801 et al. are applicable to this certification.

Enterprise Rent-A-Car of Sacramento, LLC

By: _____

Name: Eric J. Schnohoff

Title: Vice President, General Manager

Date:

FEDERAL TRANSIT ADMINISTRATION

TABLE 6

FY 2024 FULL YEAR SMALL TRANSIT INTENSIVE CITIES PERFORMANCE DATA AND APPORTIONMENTS

The amount apportioned in this notice includes funding authorized under the Bipartisan Infrastructure Law, enacted as the Infrastructure Investment and Jobs Act (Pub. L. 117-58), and is based on funding made available under the Consolidated Appropriations Act, 2024 (H.R. 4366 / Public Law 118-42, March 9, 2024).

Note: For bi- or multi-state UZAs in the table below, the data and apportionment amounts shown are displayed for the State with the highest population share of each applicable UZA. However, the data and apportionment amounts provided correspond to the UZA as a whole rather than to the specific State to which they are attributed in the table. Further, STIC apportionments to UZAs in more than one State are divided among the applicable States based on their respective population shares.

State	State Name	Urbanized Area (UZA) Description	Passenger Miles per Vehicle Revenue Mile	Passenger Miles per Vehicle Revenue Hour	Vehicle Revenue Mile per Capita	Vehicle Revenue Hour per Capita	Passenger Miles per Capita	Passenger Trips per Capita	Number of Performance Factors Met or Exceeded	STIC Funding: @ ≈ \$503,386 per Factor Met or Exceeded
Average for UZAs with Populations 200,000 - 999,999			3.72050	61.71731	9.77602	0.61914	42.03430	6.79234		
AL	Alabama	Anniston-Oxford, AL	0.00000	0.00000	3.52510	0.29362	0.00000	1.48759	0	\$0
AL	Alabama	Auburn, AL	0.00000	0.00000	3.36933	0.20060	0.00000	0.46045	0	\$0
AL	Alabama	Decatur, AL	1.72212	24.51099	2.85965	0.20092	4.92466	0.93913	0	\$0
AL	Alabama	Dothan, AL	0.00000	0.00000	8.31773	0.41437	0.00000	0.70378	0	\$0
AL	Alabama	Fairhope-Daphne, AL	1.58030	36.53651	0.94819	0.04101	1.49843	0.10181	0	\$0
AL	Alabama	Florence, AL	1.80236	24.98232	2.73091	0.19702	4.92208	0.49814	0	\$0
AL	Alabama	Gadsden, AL	0.00000	0.00000	3.40223	0.27405	0.00000	1.10241	0	\$0
AL	Alabama	Tuscaloosa, AL	0.00000	0.00000	2.60270	0.24728	0.00000	1.20584	0	\$0
AK	Alaska	Fairbanks, AK	19.10822	217.18513	8.95773	0.57709	2.16893	3.14355	2	\$1,006,772
AK	Alaska	Wasilla-Knik-Fairview-North Lakes, AK	11.69520	351.37585	8.38627	0.33194	6.80477	0.50206	2	\$1,006,772
AZ	Arizona	Bullhead City, AZ-NV	0.00000	0.00000	8.10946	0.49210	0.00000	3.67957	0	\$0
AZ	Arizona	Casa Grande, AZ	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0	\$0
AZ	Arizona	Flagstaff, AZ	5.12142	65.41779	12.79656	1.00182	65.53660	16.46613	6	\$3,020,316
AZ	Arizona	Lake Havasu City, AZ	0.00000	0.00000	1.50616	0.17429	0.00000	2.08794	0	\$0
AZ	Arizona	Maricopa, AZ	0.00000	0.00000	0.62057	0.04298	0.00000	0.31924	0	\$0
AZ	Arizona	Prescott-Prescott Valley, AZ	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0	\$0
AZ	Arizona	Sierra Vista, AZ	0.00000	0.00000	2.05771	0.18736	0.00000	1.29117	0	\$0
AZ	Arizona	Yuma, AZ-CA	9.92442	278.95251	32.93717	1.17182	326.88235	11.80081	6	\$3,020,316
AR	Arkansas	Conway, AR	0.89400	13.61995	0.36224	0.02378	0.32384	0.06037	0	\$0
AR	Arkansas	Fort Smith, AR-OK	0.00000	0.00000	3.59186	0.23732	0.00000	1.63308	0	\$0
AR	Arkansas	Hot Springs, AR	0.00000	0.00000	3.59728	0.30048	0.00000	1.72164	0	\$0
AR	Arkansas	Jonesboro, AR	0.00000	0.00000	5.02292	0.34017	0.00000	1.16561	0	\$0
CA	California	Arroyo Grande-Grover Beach-Pismo Beach, CA	6.22080	142.81361	12.89920	0.56187	80.24337	4.86133	4	\$2,013,544
CA	California	Camarillo, CA	11.79110	265.86175	7.66257	0.38323	33.27712	2.60497	2	\$1,006,772
CA	California	Chico, CA	2.21508	29.49748	9.40860	0.70653	20.84080	4.35595	1	\$503,386
CA	California	Davis, CA	6.10766	78.15626	13.10970	1.03418	76.62021	27.64701	6	\$3,020,316
CA	California	El Centro, CA	6.15555	131.81456	14.97214	0.69918	92.16173	7.98500	6	\$3,020,316
CA	California	El Paso de Robles (Paso Robles)-Atascadero, CA	5.07967	104.87483	6.67545	0.34800	30.13968	2.72158	2	\$1,006,772
CA	California	Fairfield, CA	3.81125	60.79561	5.73229	0.35935	21.84717	2.47727	1	\$503,386
CA	California	Gilroy-Morgan Hill, CA	2.11206	26.22381	1.34690	0.10848	2.84474	0.66633	0	\$0
CA	California	Hanford, CA	4.55681	100.06903	18.45690	0.84047	84.10466	6.23589	5	\$2,516,930
CA	California	Hemet, CA	6.53983	137.87095	8.48338	0.40240	55.47985	2.69395	3	\$1,510,158

State	State Name	Urbanized Area (UZA) Description	Passenger Miles per Vehicle Revenue Mile	Passenger Miles per Vehicle Revenue Hour	Vehicle Revenue Mile per Capita	Vehicle Revenue Hour per Capita	Passenger Miles per Capita	Passenger Trips per Capita	Number of Performance Factors Met or Exceeded	STIC Funding: @ ≈ \$503,386 per Factor Met or Exceeded
CA	California	Lodi, CA	4.96433	172.19206	7.62512	0.49383	19.16046	2.84277	2	\$1,006,772
CA	California	Lompoc, CA	8.74096	196.45400	8.32514	0.58152	39.96607	2.66913	2	\$1,006,772
CA	California	Madera, CA	0.00000	0.00000	2.99498	0.19608	0.00000	0.63899	0	\$0
CA	California	Manteca, CA	7.07547	287.06126	16.80994	0.54707	101.85286	2.85868	4	\$2,013,544
CA	California	Merced, CA	1.75456	27.11097	9.65696	0.62498	16.94373	2.34076	1	\$503,386
CA	California	Napa, CA	3.13470	45.47040	13.05716	0.90015	40.93029	4.45848	2	\$1,006,772
CA	California	Petaluma, CA	2.43387	30.52193	6.12691	0.48857	14.91212	3.91513	0	\$0
CA	California	Porterville, CA	11.99754	289.36634	4.44096	0.43360	0.41834	2.60631	2	\$1,006,772
CA	California	Redding, CA	1.79563	29.93517	6.25171	0.37500	11.22575	2.04710	0	\$0
CA	California	Salinas, CA	2.58192	40.65480	7.95325	0.50510	20.53465	3.97715	0	\$0
CA	California	San Luis Obispo, CA	6.95788	141.97994	20.75490	1.01712	144.41015	13.02072	6	\$3,020,316
CA	California	Santa Cruz, CA	5.50693	78.79507	12.91829	0.90285	71.14015	11.94799	6	\$3,020,316
CA	California	Santa Maria, CA	5.03955	91.29716	8.38853	0.46304	42.27442	3.52692	3	\$1,510,158
CA	California	Seaside-Monterey-Pacific Grove, CA	2.56454	40.37143	16.11760	1.02385	41.33417	8.12174	3	\$1,510,158
CA	California	Simi Valley, CA	0.00000	0.00000	4.00948	0.27129	0.00000	1.29259	0	\$0
CA	California	Tracy-Mountain House, CA	5.65756	242.13076	14.40166	0.53287	65.36281	2.14016	4	\$2,013,544
CA	California	Tulare, CA	2.30846	37.17646	8.18357	0.50816	18.89142	3.14585	0	\$0
CA	California	Turlock, CA	2.65592	34.58489	10.48890	0.80549	27.85768	4.29686	2	\$1,006,772
CA	California	Vacaville, CA	2.99541	99.53378	4.33501	0.30304	1.92512	2.58401	1	\$503,386
CA	California	Vallejo, CA	3.07101	54.33318	8.57713	0.48479	26.34042	3.32758	0	\$0
CA	California	Visalia, CA	2.05592	32.67335	13.26224	0.83450	27.26605	3.56750	2	\$1,006,772
CA	California	Watsonville, CA	8.48709	153.03276	26.32318	1.45986	223.40715	18.39950	6	\$3,020,316
CA	California	Woodland, CA	4.40764	80.23595	8.43773	0.46351	37.19049	3.20761	2	\$1,006,772
CA	California	Yuba City, CA	2.61955	38.12286	7.07366	0.48605	18.52980	3.49151	0	\$0
CO	Colorado	Boulder, CO	5.93691	76.39557	25.36645	1.97130	150.59843	34.76695	6	\$3,020,316
CO	Colorado	Castle Rock, CO	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0	\$0
CO	Colorado	Grand Junction, CO	0.00000	0.00000	6.80895	0.45018	0.00000	3.58702	0	\$0
CO	Colorado	Greeley, CO	4.06407	192.73982	5.62752	0.41139	0.62083	4.02811	2	\$1,006,772
CO	Colorado	Lafayette-Erie-Louisville, CO	2.85202	37.01892	2.16832	0.16705	6.18408	1.51094	0	\$0
CO	Colorado	Longmont, CO	3.53282	44.25396	8.43505	0.67337	29.79950	7.39983	2	\$1,006,772
CO	Colorado	Pueblo, CO	2.97700	42.53383	9.95397	0.59626	17.64751	4.74380	1	\$503,386
CT	Connecticut	Danbury, CT-NY	13.85769	352.05098	36.96206	1.45493	512.20875	27.68884	6	\$3,020,316
CT	Connecticut	Norwich-New London, CT	4.05323	61.03048	7.51343	0.48886	28.19186	4.89590	1	\$503,386
CT	Connecticut	Waterbury, CT	13.60113	308.49406	33.49213	1.47663	455.53086	29.40277	6	\$3,020,293
DE	Delaware	Dover, DE	2.31343	40.16129	19.14531	1.10283	44.29125	6.60493	3	\$1,510,158
FL	Florida	Beverly Hills-Homosassa Springs-Pine Ridge, FL	3.40904	136.98238	3.92949	0.19611	2.89319	0.34433	1	\$503,386
FL	Florida	Fernandina Beach-Yulee, FL	0.00000	0.00000	3.62970	0.26029	0.00000	0.44801	0	\$0
FL	Florida	Four Corners, FL	3.27340	49.51862	2.99028	0.19767	9.78839	1.78019	0	\$0
FL	Florida	Leesburg-Eustis-Tavares, FL	1.71951	27.03370	4.58995	0.29195	7.89247	1.06949	0	\$0
FL	Florida	Ocala, FL	0.00000	0.00000	5.04391	0.33495	0.00000	1.28415	0	\$0
FL	Florida	Panama City-Panama City Beach, FL	3.21734	43.44926	4.50858	0.33385	14.50561	2.13175	0	\$0
FL	Florida	Poinciana, FL	2.67582	37.99878	7.42259	0.52269	19.86149	3.41162	0	\$0
FL	Florida	Port Charlotte-North Port, FL	1.30319	20.47798	5.46176	0.34758	7.11771	1.02240	0	\$0
FL	Florida	Sebring-Avon Park, FL	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0	\$0
FL	Florida	Spring Hill, FL	3.00922	86.65935	3.78610	0.18447	3.29106	0.71972	1	\$503,386

State	State Name	Urbanized Area (UZA) Description	Passenger Miles per Vehicle Revenue Mile	Passenger Miles per Vehicle Revenue Hour	Vehicle Revenue Mile per Capita	Vehicle Revenue Hour per Capita	Passenger Miles per Capita	Passenger Trips per Capita	Number of Performance Factors Met or Exceeded	STIC Funding: @ ≈ \$503,386 per Factor Met or Exceeded
FL	Florida	St. Augustine, FL	0.00000	0.00000	7.11997	0.48333	0.00000	1.21532	0	\$0
FL	Florida	The Villages-Lady Lake, FL	1.71920	27.02660	1.35032	0.07836	0.65337	0.18587	0	\$0
FL	Florida	Titusville, FL	3.90500	76.58215	7.00013	0.34988	24.20236	3.52534	2	\$1,006,772
FL	Florida	Vero Beach-Sebastian, FL	4.76131	80.98014	6.24522	0.36719	29.73543	6.39128	2	\$1,006,772
FL	Florida	Zephyrhills, FL	2.11208	39.13112	3.05231	0.16475	6.44674	0.83944	0	\$0
GA	Georgia	Albany, GA	3.31103	55.99545	5.61595	0.33207	18.59458	3.48224	0	\$0
GA	Georgia	Athens-Clarke County, GA	5.33495	54.77989	8.72776	0.84999	46.56212	24.43961	4	\$2,013,544
GA	Georgia	Brunswick-St. Simons, GA	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0	\$0
GA	Georgia	Cartersville, GA	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0	\$0
GA	Georgia	Dalton, GA	0.00000	0.00000	1.66774	0.11194	0.00000	0.20806	0	\$0
GA	Georgia	Gainesville, GA	0.00000	0.00000	2.24751	0.11335	0.00000	0.40212	0	\$0
GA	Georgia	Hinesville, GA	0.00000	0.00000	2.65063	0.20082	0.00000	0.34559	0	\$0
GA	Georgia	Macon-Bibb County, GA	0.00000	0.00000	8.71568	0.85895	0.00000	3.41563	1	\$503,386
GA	Georgia	Rome, GA	2.06206	32.21244	6.36828	0.40766	13.13178	2.73182	0	\$0
GA	Georgia	Valdosta, GA	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0	\$0
GA	Georgia	Warner Robins, GA	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0	\$0
GA	Georgia	Winder, GA	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0	\$0
GU	Guam	Dededo-Apotgan-Tamuning, GU	0.00000	0.00000	2.53520	0.18784	0.00000	0.13537	0	\$0
HI	Hawaii	Kahului-Wailuku, HI	4.69893	71.05412	34.17518	2.26006	160.58686	16.97482	6	\$3,020,316
HI	Hawaii	Kailua (Honolulu County)-Kaneohe, HI	5.67174	78.09555	6.09293	0.44250	34.55747	6.88197	3	\$1,510,158
ID	Idaho	Coeur d'Alene, ID	0.00000	0.00000	2.55582	0.15712	0.00000	1.17517	0	\$0
ID	Idaho	Idaho Falls, ID	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0	\$0
ID	Idaho	Lewiston, ID-WA	0.00000	0.00000	8.28983	0.47693	0.00000	1.91600	0	\$0
ID	Idaho	Nampa, ID	2.05901	36.49220	4.35473	0.24847	7.70265	1.59206	0	\$0
ID	Idaho	Pocatello, ID	0.00000	0.00000	5.44975	0.33455	0.00000	2.07333	0	\$0
ID	Idaho	Twin Falls, ID	0.00000	0.00000	0.31582	0.04209	0.00000	0.06567	0	\$0
IL	Illinois	Alton, IL	2.08987	35.20400	5.56423	0.33032	11.62851	1.79878	0	\$0
IL	Illinois	Bloomington-Normal, IL	2.69831	32.17644	11.85512	0.99417	31.98881	13.39119	3	\$1,510,158
IL	Illinois	Champaign, IL	3.96322	42.72219	22.07959	2.04403	87.15267	49.81850	5	\$2,516,930
IL	Illinois	Decatur, IL	2.28829	31.39560	12.07521	0.88011	27.63157	10.46512	3	\$1,510,158
IL	Illinois	DeKalb, IL	1.53093	19.18642	16.14771	1.28783	24.57046	9.98991	3	\$1,510,158
IL	Illinois	Kankakee, IL	3.49373	51.22862	12.91151	0.88055	45.10936	5.86399	3	\$1,510,158
IL	Illinois	Springfield, IL	1.76423	24.70778	14.08726	1.00588	24.85314	6.46764	2	\$1,006,772
IN	Indiana	Anderson, IN	0.00000	0.00000	5.63622	0.38767	0.00000	1.28571	0	\$0
IN	Indiana	Bloomington, IN	4.62850	48.84506	9.11586	0.86381	42.19282	17.75844	4	\$2,013,544
IN	Indiana	Columbus, IN	0.00000	0.00000	5.30701	0.48231	0.00000	2.76505	0	\$0
IN	Indiana	Elkhart, IN-MI	2.41809	39.46791	5.67120	0.34746	13.71346	2.47786	0	\$0
IN	Indiana	Kokomo, IN	2.00967	26.17213	8.49260	0.65212	17.06734	4.14466	1	\$503,386
IN	Indiana	Lafayette, IN	5.31797	67.38176	11.57483	0.91352	61.55459	23.04359	6	\$3,020,316
IN	Indiana	Michigan City-La Porte, IN-MI	11.63108	628.72783	9.16665	0.45712	52.85870	2.72529	3	\$1,510,158
IN	Indiana	Muncie, IN	3.63162	49.28125	10.05846	0.74122	36.52847	9.93963	3	\$1,510,158
IN	Indiana	Terre Haute, IN	0.42760	5.30724	5.28194	0.42556	2.25855	1.64826	0	\$0
IN	Indiana	Valparaiso-Shorewood Forest, IN	0.00000	0.00000	6.89228	0.45960	0.00000	2.14979	0	\$0
IA	Iowa	Ames, IA	4.42508	45.21337	20.33971	1.99067	90.00488	55.32049	5	\$2,516,930
IA	Iowa	Cedar Rapids, IA	3.33515	56.29405	7.18514	0.46407	20.26153	4.14429	0	\$0

State	State Name	Urbanized Area (UZA) Description	Passenger Miles per Vehicle Revenue Mile	Passenger Miles per Vehicle Revenue Hour	Vehicle Revenue Mile per Capita	Vehicle Revenue Hour per Capita	Passenger Miles per Capita	Passenger Trips per Capita	Number of Performance Factors Met or Exceeded	STIC Funding: @ ≈ \$503,386 per Factor Met or Exceeded
IA	Iowa	Dubuque, IA-IL	0.00000	0.00000	9.00225	0.70398	0.00000	4.73735	1	\$503,386
IA	Iowa	Iowa City, IA	3.60070	48.65426	19.02663	1.40808	68.50923	28.63944	4	\$2,013,544
IA	Iowa	Sioux City, IA-NE-SD	3.89593	54.17931	6.94918	0.48511	25.63054	5.55943	1	\$503,386
IA	Iowa	Waterloo, IA	0.00000	0.00000	6.41248	0.45320	0.00000	1.87502	0	\$0
KS	Kansas	Lawrence, KS	2.19794	24.88497	16.27130	1.44422	34.79752	19.36524	3	\$1,510,158
KS	Kansas	Manhattan, KS	0.00000	0.00000	5.41524	0.49314	0.00000	2.08745	0	\$0
KS	Kansas	Topeka, KS	2.97803	43.79440	6.55737	0.44590	19.52808	4.81362	0	\$0
KY	Kentucky	Bowling Green, KY	0.00000	0.00000	2.17569	0.18137	0.00000	0.63427	0	\$0
KY	Kentucky	Elizabethtown-Radcliff, KY	1.26150	25.00821	15.15553	0.76450	19.11873	1.18877	2	\$1,006,772
KY	Kentucky	Owensboro, KY	1.36641	17.94838	9.83328	0.74519	6.51945	3.24813	2	\$1,006,772
KY	Kentucky	Paducah, KY-IL	0.00000	0.00000	12.05030	0.75447	0.00000	2.82212	2	\$1,006,772
LA	Louisiana	Alexandria, LA	0.00000	0.00000	6.16360	0.41177	0.00000	3.25450	0	\$0
LA	Louisiana	Hammond, LA	0.00000	0.00000	1.57876	0.07954	0.00000	0.17124	0	\$0
LA	Louisiana	Houma, LA	0.00000	0.00000	1.50226	0.07503	0.00000	0.29189	0	\$0
LA	Louisiana	Lake Charles, LA	0.00000	0.00000	1.02167	0.09818	0.00000	0.50522	0	\$0
LA	Louisiana	Mandeville-Covington, LA	0.00000	0.00000	0.66905	0.07316	0.00000	0.12619	0	\$0
LA	Louisiana	Monroe, LA	0.00000	0.00000	3.52995	0.23243	0.00000	3.11191	0	\$0
LA	Louisiana	Slidell, LA	0.00000	0.00000	1.43298	0.15670	0.00000	0.27027	0	\$0
ME	Maine	Bangor, ME	0.00000	0.00000	11.40599	0.81841	0.00000	6.57872	2	\$1,006,772
ME	Maine	Lewiston, ME	1.11844	18.00099	5.51007	0.40553	1.80445	3.66661	0	\$0
MD	Maryland	Frederick, MD	2.52459	35.15954	5.00742	0.35969	12.59822	2.33090	0	\$0
MD	Maryland	Hagerstown, MD-WV-PA-VA	0.00000	0.00000	5.59386	0.33478	0.00000	2.04337	0	\$0
MD	Maryland	Lexington Park-California-Chesapeake Ranch Estates, MD	0.00000	0.00000	8.11700	0.57713	0.00000	2.46194	0	\$0
MD	Maryland	Salisbury, MD-DE	3.72014	80.58443	17.31851	0.79950	64.42729	1.98934	4	\$2,013,544
MD	Maryland	Waldorf, MD	1.84342	32.66134	11.07575	0.62512	20.41730	2.82092	2	\$1,006,772
MA	Massachusetts	Amherst Town-Northampton-Easthampton Town, MA	3.48924	48.58529	11.09532	0.79683	38.71428	11.09044	3	\$1,510,158
MA	Massachusetts	Leominster-Fitchburg, MA	1.25360	30.09838	31.70678	1.32059	39.74769	5.54967	2	\$1,006,772
MA	Massachusetts	New Bedford, MA	3.01796	41.76072	7.58662	0.54827	22.89614	6.81605	1	\$503,386
MA	Massachusetts	Pittsfield, MA	1.86962	30.78406	13.44144	0.81634	25.13040	5.39941	2	\$1,006,772
MI	Michigan	Battle Creek, MI	3.33403	164.92400	7.90710	0.48115	2.01151	3.22713	1	\$503,386
MI	Michigan	Bay City, MI	1.57225	29.40689	11.15827	0.59658	17.54355	2.27253	1	\$503,386
MI	Michigan	Benton Harbor-Lincoln-St. Joseph, MI	0.00000	0.00000	6.90302	0.57509	0.00000	2.69530	0	\$0
MI	Michigan	Holland, MI	1.52571	18.82018	5.94756	0.48216	9.07425	2.14574	0	\$0
MI	Michigan	Jackson, MI	1.65421	24.28362	6.93674	0.47253	11.47486	3.73543	0	\$0
MI	Michigan	Midland, MI	3.33403	164.96576	8.81827	0.49916	2.66958	1.78945	1	\$503,386
MI	Michigan	Monroe, MI	1.53561	18.79347	7.09001	0.57932	10.88748	2.97157	0	\$0
MI	Michigan	Muskegon-Norton Shores, MI	0.00000	0.00000	7.40293	0.51293	0.00000	2.23339	0	\$0
MI	Michigan	Port Huron, MI	2.37921	32.72981	18.82130	1.36817	44.77989	8.29964	4	\$2,013,544
MI	Michigan	Saginaw, MI	3.95794	67.49911	7.86873	0.46140	31.14400	3.92262	2	\$1,006,772
MI	Michigan	South Lyon-Hamburg-Genoa, MI	3.33404	164.83874	6.63826	0.24821	1.42859	0.72665	1	\$503,386
MI	Michigan	Traverse City-Garfield, MI	0.00000	0.00000	14.91473	1.00345	0.00000	2.52786	2	\$1,006,772
MN	Minnesota	Duluth, MN-WI	3.64501	45.47877	17.19651	1.37826	62.68142	15.91177	4	\$2,013,544
MN	Minnesota	Mankato, MN	0.00000	0.00000	8.76514	0.66993	0.00000	6.33306	1	\$503,386
MN	Minnesota	Rochester, MN	2.05319	30.17050	13.97381	0.95096	28.69085	7.69940	3	\$1,510,158
MN	Minnesota	St. Cloud, MN	1.62935	22.20356	13.76205	1.00989	22.42326	6.17590	2	\$1,006,772

State	State Name	Urbanized Area (UZA) Description	Passenger Miles per Vehicle Revenue Mile	Passenger Miles per Vehicle Revenue Hour	Vehicle Revenue Mile per Capita	Vehicle Revenue Hour per Capita	Passenger Miles per Capita	Passenger Trips per Capita	Number of Performance Factors Met or Exceeded	STIC Funding: @ ≈ \$503,386 per Factor Met or Exceeded
MS	Mississippi	Hattiesburg, MS	0.00000	0.00000	3.91763	0.26471	0.00000	0.59650	0	\$0
MS	Mississippi	Pascagoula-Gautier, MS	4.32543	145.29722	2.37439	0.07068	10.27026	0.22583	2	\$1,006,772
MO	Missouri	Cape Girardeau, MO-IL	0.00000	0.00000	14.71719	0.98075	0.00000	3.55532	2	\$1,006,772
MO	Missouri	Columbia, MO	4.42844	51.82132	5.34672	0.43526	19.64943	7.78409	2	\$1,006,772
MO	Missouri	Jefferson City, MO	3.49190	56.64823	10.13156	0.69542	0.72630	4.16140	2	\$1,006,772
MO	Missouri	Joplin, MO	0.00000	0.00000	2.61211	0.20410	0.00000	0.95859	0	\$0
MO	Missouri	Lee's Summit, MO	0.00000	0.00000	1.83571	0.11317	0.00000	0.20753	0	\$0
MO	Missouri	St. Joseph, MO-KS	0.00000	0.00000	10.80069	0.86785	0.00000	3.50265	2	\$1,006,772
MT	Montana	Billings, MT	1.89195	26.75578	5.94505	0.41388	10.99342	2.62578	0	\$0
MT	Montana	Bozeman, MT	0.00000	0.00000	7.15802	0.53651	0.00000	2.36528	0	\$0
MT	Montana	Great Falls, MT	1.43559	17.97291	9.92611	0.79285	14.24986	4.77847	2	\$1,006,772
MT	Montana	Helena, MT	0.00000	0.00000	3.17108	0.30363	0.00000	0.63660	0	\$0
MT	Montana	Missoula, MT	2.88263	36.48415	10.54106	0.83285	30.38600	10.85137	3	\$1,510,158
NE	Nebraska	Grand Island, NE	0.00000	0.00000	2.26454	0.29503	0.00000	0.78187	0	\$0
NV	Nevada	Carson City, NV	4.92952	209.50702	5.70550	0.36408	11.37808	2.90086	2	\$1,006,772
NH	New Hampshire	Dover-Rochester, NH-ME	2.70774	46.14360	4.30386	0.25974	9.65439	2.44504	0	\$0
NH	New Hampshire	Manchester, NH	0.00000	0.00000	4.23517	0.39187	0.00000	1.62264	0	\$0
NH	New Hampshire	Portsmouth, NH-ME	2.98721	51.35040	6.30719	0.37262	15.01523	3.32436	0	\$0
NJ	New Jersey	Vineland, NJ	1.45103	25.37436	5.13230	0.38717	0.11345	0.85134	0	\$0
NM	New Mexico	Farmington, NM	4.14900	238.57800	6.36615	0.43630	2.80691	1.27410	2	\$1,006,772
NM	New Mexico	Las Cruces, NM	4.14901	238.58105	12.22103	0.58486	25.33098	3.24598	3	\$1,510,158
NM	New Mexico	Los Lunas, NM	0.79197	14.00594	4.96196	0.28058	3.92975	0.47021	0	\$0
NM	New Mexico	Santa Fe, NM	1.23737	13.48281	8.17910	0.74988	9.89297	3.70849	1	\$503,386
NY	New York	Binghamton, NY	3.02767	38.01894	9.26749	0.73802	28.05891	7.75229	2	\$1,006,772
NY	New York	Elmira, NY	0.00000	0.00000	8.96416	0.46325	0.00000	3.94109	0	\$0
NY	New York	Glens Falls, NY	0.00000	0.00000	4.65595	0.26925	0.00000	2.91017	0	\$0
NY	New York	Ithaca, NY	6.63786	93.74413	22.22629	1.57380	147.53494	32.87538	6	\$3,020,316
NY	New York	Kingston, NY	1.23519	20.84610	11.12676	0.65929	13.74364	3.21535	2	\$1,006,772
NY	New York	Kiryas Joel, NY	19.87218	624.63287	19.87656	0.92537	303.28490	18.18664	6	\$3,020,316
NY	New York	Middletown, NY	19.37023	636.71737	6.22898	0.38783	50.75853	2.83902	3	\$1,510,158
NY	New York	Riverhead-Southold, NY	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0	\$0
NY	New York	Saratoga Springs, NY	0.57874	11.01683	11.14825	0.58565	6.45196	1.05532	1	\$503,386
NY	New York	Utica, NY	2.14160	24.33668	6.51136	0.57299	13.94475	4.51402	0	\$0
NY	New York	Watertown, NY	0.00000	0.00000	2.58090	0.22648	0.00000	1.48704	0	\$0
NC	North Carolina	Burlington, NC	4.75483	147.10081	6.56931	0.41185	7.97301	1.46182	2	\$1,006,772
NC	North Carolina	Clayton, NC	0.00000	0.00000	0.28886	0.01669	0.00000	0.02231	0	\$0
NC	North Carolina	Gastonia, NC	0.00000	0.00000	3.41330	0.24307	0.00000	1.28580	0	\$0
NC	North Carolina	Goldsboro, NC	0.00000	0.00000	6.84084	0.42945	0.00000	2.66953	0	\$0
NC	North Carolina	Greenville, NC	0.00000	0.00000	5.32133	0.31885	0.00000	2.07184	0	\$0
NC	North Carolina	High Point, NC	2.64964	70.61184	4.90930	0.29187	3.22787	4.01349	1	\$503,386
NC	North Carolina	Jacksonville, NC	0.00000	0.00000	6.67485	0.38017	0.00000	1.45398	0	\$0
NC	North Carolina	Pinehurst-Southern Pines, NC	0.00000	0.00000	2.31265	0.11691	0.00000	0.17977	0	\$0
NC	North Carolina	Rocky Mount, NC	4.15230	185.64045	13.92510	0.74146	0.26102	3.52627	4	\$2,013,544
ND	North Dakota	Bismarck, ND	0.00000	0.00000	7.69138	0.51589	0.00000	1.68054	0	\$0
ND	North Dakota	Grand Forks, ND-MN	2.10079	21.44507	8.96339	0.87807	18.83019	4.23250	1	\$503,386

State	State Name	Urbanized Area (UZA) Description	Passenger Miles per Vehicle Revenue Mile	Passenger Miles per Vehicle Revenue Hour	Vehicle Revenue Mile per Capita	Vehicle Revenue Hour per Capita	Passenger Miles per Capita	Passenger Trips per Capita	Number of Performance Factors Met or Exceeded	STIC Funding: @ ≈ \$503,386 per Factor Met or Exceeded
ND	North Dakota	Minot, ND	0.00000	0.00000	7.94610	0.75142	0.00000	2.41267	1	\$503,386
OH	Ohio	Lima, OH	0.00000	0.00000	8.03973	0.58467	0.00000	2.96837	0	\$0
OH	Ohio	Lorain-Elyria, OH	0.00000	0.00000	1.75234	0.13005	0.00000	0.22876	0	\$0
OH	Ohio	Mansfield, OH	0.00000	0.00000	3.88083	0.30683	0.00000	1.57550	0	\$0
OH	Ohio	Middletown, OH	0.00000	0.00000	2.26043	0.16527	0.00000	1.87604	0	\$0
OH	Ohio	Newark, OH	0.88909	16.99804	5.04356	0.26380	4.48416	0.57410	0	\$0
OH	Ohio	Sandusky-Port Clinton, OH	0.00000	0.00000	15.17683	1.02757	0.00000	6.28201	2	\$1,006,772
OH	Ohio	Springfield, OH	0.00000	0.00000	2.92218	0.22423	0.00000	1.45475	0	\$0
OH	Ohio	Steubenville-Weirton, OH-WV-PA	0.00000	0.00000	7.69548	0.58974	0.00000	2.75611	0	\$0
OK	Oklahoma	Enid, OK	0.00000	0.00000	3.49406	0.26902	0.00000	0.76525	0	\$0
OK	Oklahoma	Lawton, OK	0.00000	0.00000	6.49824	0.46794	0.00000	2.30138	0	\$0
OK	Oklahoma	Norman, OK	0.00000	0.00000	3.36013	0.30607	0.00000	2.21403	0	\$0
OR	Oregon	Albany, OR	0.00000	0.00000	3.11641	0.21532	0.00000	0.53649	0	\$0
OR	Oregon	Bend, OR	2.03197	28.79997	3.40147	0.23999	6.91169	2.04673	0	\$0
OR	Oregon	Corvallis, OR	0.00000	0.00000	11.68666	0.89142	0.00000	11.52089	3	\$1,510,158
OR	Oregon	Grants Pass, OR	0.00000	0.00000	4.63554	0.39577	0.00000	1.65218	0	\$0
OR	Oregon	Medford, OR	2.52808	35.91373	8.96577	0.63113	22.66620	4.02376	1	\$503,386
PA	Pennsylvania	Altoona, PA	3.59681	42.72481	12.06425	0.96881	27.28094	6.71984	2	\$1,006,772
PA	Pennsylvania	Chambersburg, PA	1.12101	22.19694	7.69913	0.38883	8.63081	0.78113	0	\$0
PA	Pennsylvania	Erie, PA	1.83150	25.68740	12.19416	0.86944	22.33362	5.82330	2	\$1,006,772
PA	Pennsylvania	Hanover, PA	1.25881	23.78180	6.12352	0.32413	7.70837	1.02737	0	\$0
PA	Pennsylvania	Hazleton, PA	0.00000	0.00000	7.35053	0.57198	0.00000	2.52291	0	\$0
PA	Pennsylvania	Johnstown, PA	2.65568	30.56809	12.65080	1.09907	33.59653	10.42281	3	\$1,510,158
PA	Pennsylvania	Lebanon, PA	1.85206	30.45062	9.57194	0.58218	17.72780	2.99796	0	\$0
PA	Pennsylvania	State College, PA	5.19427	92.06740	29.33739	1.64737	145.41596	41.69649	6	\$3,020,316
PA	Pennsylvania	Williamsport, PA	4.29002	73.87025	19.54980	1.04535	65.81638	12.46075	6	\$3,020,316
PR	Puerto Rico	Arecibo, PR	2.20341	27.47483	1.00865	0.09340	1.18650	0.37180	0	\$0
PR	Puerto Rico	Barceloneta-Florida-Bajadero, PR	2.86282	34.45727	4.99631	0.53862	5.73229	1.93854	0	\$0
PR	Puerto Rico	Fajardo, PR	2.35343	27.92445	7.45542	0.63452	17.02452	5.13090	1	\$503,386
PR	Puerto Rico	Guayama, PR	2.32304	31.28031	6.99499	0.52968	15.91832	4.15466	0	\$0
PR	Puerto Rico	Juana Díaz, PR	2.44790	25.30645	1.68720	0.16320	4.13011	1.37530	0	\$0
PR	Puerto Rico	Mayagüez, PR	3.28255	72.33427	12.32688	0.78053	28.81507	3.50686	3	\$1,510,158
PR	Puerto Rico	Ponce, PR	2.22353	17.01202	2.68960	0.29894	0.72924	2.45747	0	\$0
PR	Puerto Rico	San Germán-Cabo Rojo-Sabana Grande, PR	2.24223	26.35015	0.11976	0.01019	0.26854	0.07337	0	\$0
PR	Puerto Rico	Yauco, PR	2.46542	34.94826	5.50605	0.41243	12.09581	3.28825	0	\$0
SC	South Carolina	Anderson-Clemson, SC	15.91915	239.63633	5.45972	0.36331	71.69513	4.77290	3	\$1,510,158
SC	South Carolina	Beaufort-Port Royal, SC	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0	\$0
SC	South Carolina	Bluffton East-Hilton Head Island, SC	0.00000	0.00000	4.01416	0.26988	0.00000	2.31293	0	\$0
SC	South Carolina	Florence, SC	0.00000	0.00000	4.07487	0.23380	0.00000	1.22020	0	\$0
SC	South Carolina	Mauldin-Simpsonville, SC	1.57660	25.48255	2.04091	0.12627	3.21771	0.55549	0	\$0
SC	South Carolina	Spartanburg, SC	0.99959	21.09169	4.96692	0.27786	3.59380	1.63772	0	\$0
SC	South Carolina	Sumter, SC	1.63669	27.61381	2.81960	0.16712	4.61481	0.57655	0	\$0
SD	South Dakota	Rapid City, SD	0.00000	0.00000	5.70073	0.43308	0.00000	2.45920	0	\$0
SD	South Dakota	Sioux Falls, SD	2.20330	23.15004	4.70656	0.46717	9.10592	2.51026	0	\$0
TN	Tennessee	Bristol, TN-VA	0.86794	19.70310	6.28047	0.50391	1.07946	1.37712	0	\$0

State	State Name	Urbanized Area (UZA) Description	Passenger Miles per Vehicle Revenue Mile	Passenger Miles per Vehicle Revenue Hour	Vehicle Revenue Mile per Capita	Vehicle Revenue Hour per Capita	Passenger Miles per Capita	Passenger Trips per Capita	Number of Performance Factors Met or Exceeded	STIC Funding: @ ≈ \$503,386 per Factor Met or Exceeded
TN	Tennessee	Cleveland, TN	0.00000	0.00000	2.88169	0.28679	0.00000	0.67055	0	\$0
TN	Tennessee	Jackson, TN	2.31807	35.33476	9.44603	0.61969	21.89659	3.97625	1	\$503,386
TN	Tennessee	Johnson City, TN	0.86793	16.90257	7.48197	0.49794	2.81988	2.56778	0	\$0
TN	Tennessee	Kingsport, TN-VA	0.86793	20.43055	6.50397	0.38313	2.79332	1.09568	0	\$0
TN	Tennessee	Morristown, TN	0.00000	0.00000	12.03162	0.45907	0.00000	0.86805	1	\$503,386
TN	Tennessee	Murfreesboro, TN	4.88230	59.80046	2.08166	0.16268	1.17973	0.89832	1	\$503,386
TN	Tennessee	Spring Hill, TN	0.00000	0.00000	1.48331	0.08191	0.00000	0.12905	0	\$0
TX	Texas	Abilene, TX	0.00000	0.00000	6.38703	0.47028	0.00000	2.76107	0	\$0
TX	Texas	Beaumont, TX	1.11730	15.39422	5.63225	0.40879	6.29294	1.66699	0	\$0
TX	Texas	Eagle Pass, TX	0.00000	0.00000	7.55648	0.46000	0.00000	1.26729	0	\$0
TX	Texas	Galveston-Texas City, TX	0.00000	0.00000	5.05821	0.28247	0.00000	1.96402	0	\$0
TX	Texas	Harlingen, TX	1.33195	29.95400	4.24538	0.18878	5.65466	0.56916	0	\$0
TX	Texas	Lake Jackson, TX	0.00000	0.00000	7.25854	0.36295	0.00000	1.71461	0	\$0
TX	Texas	Longview, TX	0.00000	0.00000	3.97264	0.23947	0.00000	1.28378	0	\$0
TX	Texas	Midland, TX	0.00000	0.00000	3.85922	0.22723	0.00000	0.81166	0	\$0
TX	Texas	New Braunfels, TX	0.93177	20.09421	2.44738	0.11348	2.28039	0.21064	0	\$0
TX	Texas	Odessa, TX	0.00000	0.00000	2.90999	0.19384	0.00000	0.64790	0	\$0
TX	Texas	Port Arthur, TX	0.00000	0.00000	3.35112	0.21004	0.00000	0.87749	0	\$0
TX	Texas	San Angelo, TX	2.52077	43.81456	7.16991	0.41250	18.07369	1.97015	0	\$0
TX	Texas	San Marcos, TX	6.99985	79.45232	14.29480	1.15851	68.36282	29.85721	6	\$3,020,316
TX	Texas	Sherman-Denison, TX	4.20544	126.85864	7.96709	0.26411	33.50509	0.93882	2	\$1,006,772
TX	Texas	Temple, TX	2.40863	27.32501	1.94488	0.17144	4.68448	0.81462	0	\$0
TX	Texas	Texarkana, TX-AR	0.00000	0.00000	4.31902	0.32820	0.00000	2.42565	0	\$0
TX	Texas	Tyler, TX	0.00000	0.00000	4.88808	0.30917	0.00000	1.27864	0	\$0
TX	Texas	Victoria, TX	2.11379	33.71731	8.72132	0.54675	18.43502	4.07480	0	\$0
TX	Texas	Waco, TX	2.08121	32.82728	6.41728	0.40685	13.35568	3.92643	0	\$0
TX	Texas	Wichita Falls, TX	0.00000	0.00000	5.67844	0.38815	0.00000	2.46092	0	\$0
UT	Utah	Logan, UT	2.47430	38.70003	10.28603	0.65764	25.45070	7.81916	3	\$1,510,158
UT	Utah	St. George, UT	0.00000	0.00000	3.54641	0.26243	0.00000	2.26406	0	\$0
VT	Vermont	Burlington, VT	3.55976	48.86506	14.92845	1.07904	52.21307	14.88929	4	\$2,013,544
VI	Virgin Islands, VI	Virgin Islands, VI	0.00000	0.00000	9.10541	0.73650	0.00000	2.13529	1	\$503,386
VA	Virginia	Blacksburg-Christiansburg, VA	4.94986	55.48232	19.52870	1.74771	94.59812	48.26229	5	\$2,516,930
VA	Virginia	Charlottesville, VA	1.02196	11.72880	9.59349	0.92173	4.77421	9.00739	2	\$1,006,772
VA	Virginia	Fredericksburg, VA	5.48701	305.26042	3.80106	0.23199	2.62153	1.05318	2	\$1,006,772
VA	Virginia	Harrisonburg, VA	3.63885	36.79254	10.27074	1.01580	37.37369	18.53541	3	\$1,510,158
VA	Virginia	Lynchburg, VA	2.14877	30.90425	8.50951	0.59167	18.28503	3.55604	0	\$0
VA	Virginia	Staunton-Waynesboro, VA	0.00000	0.00000	5.54743	0.38766	0.00000	2.23808	0	\$0
VA	Virginia	Williamsburg, VA	3.55482	55.47146	9.89173	0.71116	30.59491	15.65663	3	\$1,510,158
VA	Virginia	Winchester, VA	0.00000	0.00000	2.22168	0.20761	0.00000	1.60983	0	\$0
WA	Washington	Bellingham, WA	3.20231	43.72428	24.48786	1.79587	77.48865	24.11141	4	\$2,013,544
WA	Washington	Longview, WA-OR	2.02654	23.06913	6.92015	0.60791	14.02394	3.38591	0	\$0
WA	Washington	Marysville, WA	3.68498	56.42852	5.53722	0.35868	20.03452	3.40153	0	\$0
WA	Washington	Mount Vernon, WA	2.75015	50.83059	29.69037	1.60637	81.65299	6.02348	3	\$1,510,158
WA	Washington	Walla Walla, WA-OR	0.00000	0.00000	9.47518	0.69094	0.00000	6.54200	1	\$503,386
WA	Washington	Wenatchee, WA	3.18025	61.17146	29.69769	1.54396	94.44619	11.76238	4	\$2,013,544

State	State Name	Urbanized Area (UZA) Description	Passenger Miles per Vehicle Revenue Mile	Passenger Miles per Vehicle Revenue Hour	Vehicle Revenue Mile per Capita	Vehicle Revenue Hour per Capita	Passenger Miles per Capita	Passenger Trips per Capita	Number of Performance Factors Met or Exceeded	STIC Funding: @ ≈ \$503,386 per Factor Met or Exceeded
WA	Washington	Yakima, WA	2.28757	26.55184	8.21177	0.69727	18.15185	3.82506	1	\$503,386
WV	West Virginia	Beckley, WV	0.00000	0.00000	3.86236	0.28891	0.00000	1.00682	0	\$0
WV	West Virginia	Charleston, WV	2.13379	37.01285	17.08827	0.98514	36.46275	7.21151	3	\$1,510,158
WV	West Virginia	Morgantown, WV	5.30216	26.82824	25.11310	2.21171	32.68953	24.12720	4	\$2,013,544
WV	West Virginia	Parkersburg, WV-OH	0.00000	0.00000	7.74234	0.59933	0.00000	3.49339	0	\$0
WV	West Virginia	Wheeling, WV-OH	1.26091	17.31128	13.46125	0.98048	16.97343	4.81692	2	\$1,006,772
WI	Wisconsin	Beloit, WI-IL	0.99554	14.35968	6.67910	0.44607	1.89511	1.87148	0	\$0
WI	Wisconsin	Eau Claire, WI	1.80322	25.47275	10.71371	0.79380	16.23349	6.09107	2	\$1,006,772
WI	Wisconsin	Fond du Lac, WI	0.00000	0.00000	4.33316	0.36581	0.00000	2.20213	0	\$0
WI	Wisconsin	Janesville, WI	0.00000	0.00000	6.24278	0.42561	0.00000	4.62983	0	\$0
WI	Wisconsin	Kenosha, WI	3.87692	52.11371	8.16607	0.60630	31.46862	9.65851	2	\$1,006,772
WI	Wisconsin	La Crosse, WI-MN	1.86761	27.90873	14.29601	0.96682	19.12275	6.62405	2	\$1,006,772
WI	Wisconsin	Oshkosh, WI	0.00000	0.00000	9.46351	0.62002	0.00000	8.05919	2	\$1,006,772
WI	Wisconsin	Racine, WI	1.65577	20.56625	7.80427	0.62831	12.92205	4.34814	1	\$503,386
WI	Wisconsin	Sheboygan, WI	0.00000	0.00000	8.58422	0.63022	0.00000	6.89137	2	\$1,006,772
WI	Wisconsin	Wausau, WI	0.00000	0.00000	4.85553	0.35064	0.00000	4.40606	0	\$0
WY	Wyoming	Casper, WY	0.00000	0.00000	6.33780	0.50094	0.00000	2.30255	0	\$0
WY	Wyoming	Cheyenne, WY	0.00000	0.00000	4.46642	0.28727	0.00000	0.89025	0	\$0
Total:									386	\$194,306,973



CITY COUNCIL AGENDA – SEPTEMBER 17, 2024

SUBJECT: Request for Authorization to Extend the Zero-Fare Program for Public Transportation Services

SOURCE: Public Works

COMMENT: On June 18, 2024, the City Council approved a 90-day zero-fare program for fixed-route and ADA paratransit services, set to conclude on September 29, 2024. This initiative was introduced as part of the City of Porterville's transition to directly managing its public transportation services.

During the first two months of the program, ridership increased significantly. Compared to the same period in 2023, fixed-route services saw a 46% rise in ridership in July 2024, and a 50% increase in August 2024, with a total of 57,597 riders across both months. ADA paratransit services also experienced a 31% growth in July 2024, and a 17% rise in August 2024, totaling 808 riders for both months. Additionally, staff is seeing similar positive trends for the first week of September 2024. These figures demonstrate the program's success in promoting public transportation and improving access to essential services for the community.

As the initial zero-fare period nears its end, staff recommends extending the program for an additional 90 days, from September 30, 2024, to December 31, 2024. This extension will provide continued support for operational, logistical, and administrative adjustments as the city transitions to full oversight of transit services.

Staff is actively collaborating with the Tulare County Association of Governments (TCAG) to develop a regional fare collection system. This effort includes seeking grant funding to support the future system's implementation. Extending the zero-fare program will allow time to complete this planning process and ensure a smooth transition to fare collection once the new system is ready.

The estimated cost of extending the zero-fare program is approximately \$100,000, based on current fare revenue data. This shortfall will be covered by Local Transportation Funds (LTF), ensuring no negative impact on the overall transportation budget.

RECOMMENDATION: That the City Council:

1. Approve the extension of the Zero-Fare Program for an additional 90 days, effective September 30, 2024, and ending

December 31, 2024;

2. Authorize staff to make necessary adjustments and communicate the program extension details to the public; and
3. Direct staff to monitor the program's ongoing impact and provide an updated report to the City Council at the end of the extended period.

ATTACHMENTS: 1. June 18, 2024 Staff Report

Appropriated/Funded:

Review By:

Department Director:
Richard Tree, Director of Transportation

Final Approver: Patrice Hildreth, City Manager



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



CITY COUNCIL AGENDA – SEPTEMBER 17, 2024

SUBJECT: Approval of Community Civic Event - Word of Victory Church - Community Outreach - September 28, 2024

SOURCE: Finance

COMMENT: The Word of Victory Church is requesting approval to hold a Community Outreach event on Saturday, September 28, 2024, located in the church parking lot, sidewalk, and the street on the east side of the Word of Victory Church, located at 163 W. Orange, from 2:00 PM to 7:00 PM. The applicant has requested the closure of South E Street from West Orange Avenue, where the front of the church begins, moving south, down South E Street to where the church ends. The event will feature games and food.

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 listed 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 Word of Victory Church, to hold the Community Outreach event on September 28, 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, 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: 8/26/24 Event date: 9-28-24
Event time: 2PM-7PM

Name of Event: Word of Victory Church Community Outreach

Sponsoring organization: Word of Victory Church Phone # 559 793 6865
Address: 163 W. Orange

Authorized representative: ANGEL SEGURA Phone # (559) 793 6565
Address: 1184 W. Brown Ave

Event chairperson: ANGEL SEGURA Phone # SAME

Location of event: 163 W. Orange
(Location map must be attached)

Description of event: GAMES, Hamburger, Water Nachos

Purpose of event: Bless the Community

Non-profit organization status: NON Profit Church
(IRS Determination)

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

Barricades (quantity): 12	Street sweeping	Yes	No
Police protection Yes No	Refuse pickup	Yes	No
Other:			

Parks facility application required: Yes No Attached

Assembly permit required: Yes No Attached

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

Appr. Deny

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

CITY OF PORTERVILLE

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

What constitutes a Community Civic Event?

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

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

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

Authorized Representative Initial

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

Authorized Representative Initials

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

Authorized Representative Initials

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

Authorized Representative Initials

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

Authorized Representative Initials

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

(Name of Organization)

Word of Victory Church

(Signature)

Joe C. D.

(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

Sponsoring organization: Word of Victory Church Community Outreach

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]

3 of 4

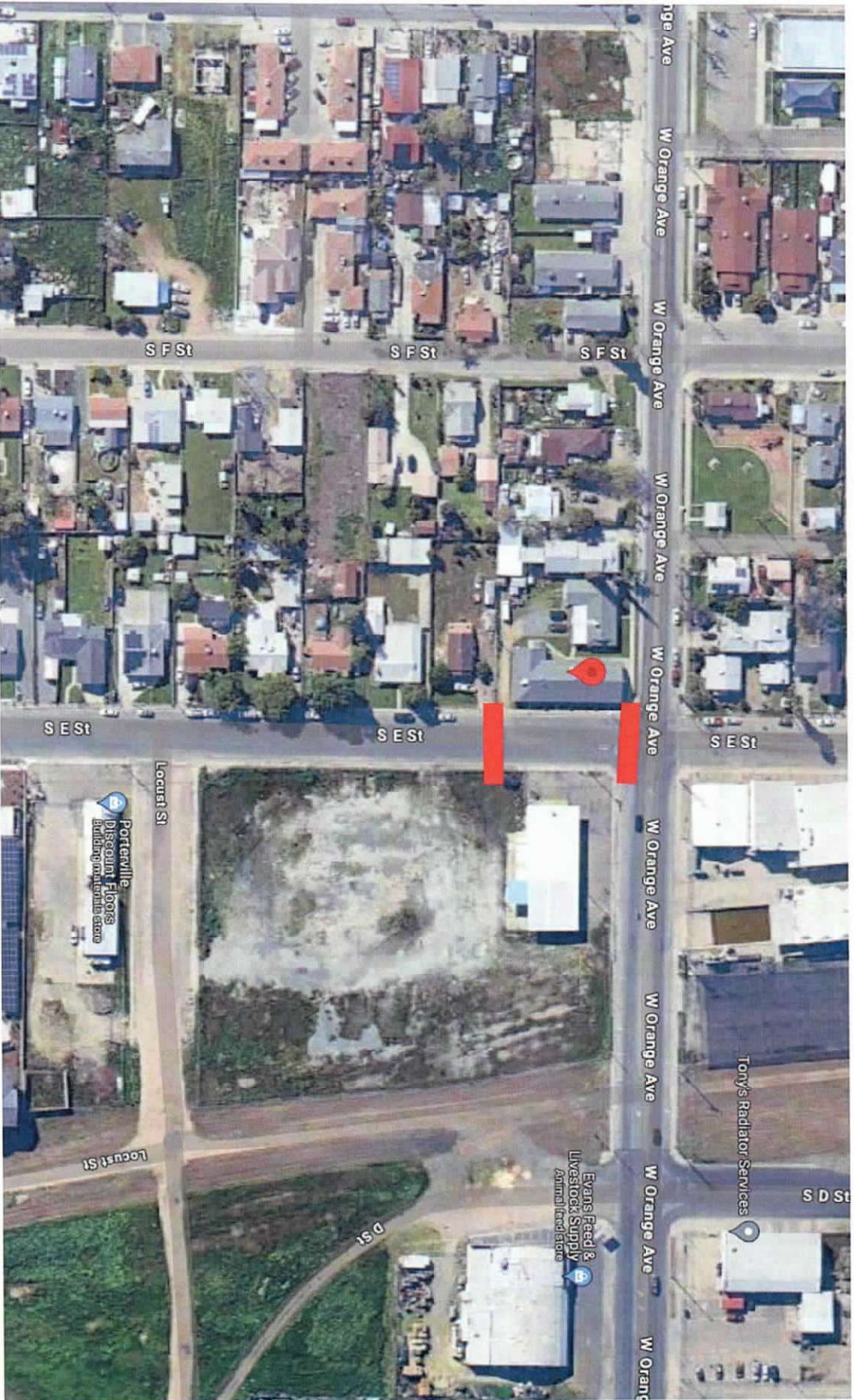
REQUEST FOR STREET CLOSURES AND PUBLIC PROPERTY USAGE IN CONNECTION WITH THE
APPLICATION AND AGREEMENT FOR A PERMIT TO HOLD A COMMUNITY CIVIC EVENT OR OTHER ACTIVITY
TO BE HELD ON PUBLIC PROPERTY

Sponsoring organization: Word of Victory Church

ATTACH MAP MARKING AREAS TO BE CLOSED OR USED:

4 of 4

— Road Block-Off



Requirements for Community Civic Event
Word of Victory Church
Word of Victory Church Community Outreach
September 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>	Road barricades need to be filled, road closure to through traffic and detour signs should be installed to route traffic around event. Southbound E St. at Orange should be split into right and left turn only lanes for duration of event.
Parks and Leisure Services Director: <i>D. Moore</i>	No comments.
Police Lieutenant: <i>M. Acevedo</i>	Please see Exhibit B.
Administrative Service Director: <i>Y. Andrade</i>	Risk Management requires \$1M in general commercial liability coverage, naming the City of Porterville as an additional insured. The certificate of insurance must include the attached endorsement page evidencing the named insured. No bounce houses or inflatable amusement slides/etc. are permitted. In the event he has a bounce house, the City would require \$2M in general commercial liability coverage, naming the City as an additional insured. Also, the City requires that the event organizer sign a waiver of liability acknowledging the dangers of bounce houses and assuming any and all risk associated therewith.

Exhibit A, Page1

Field Services Superintendent:
B. Spry

No comments.

Field Services Superintendent – Streets:
J. Baeza

They will need to reach out to my department to schedule a time to pick up and return the 12 barricades.

Requirements for Community Civic Event

Sponsor: Word of Victory Church
Event: Word of Victory Church Community Outreach
Event Chairman: Jose A. Segura
Location: 163 W. Orange Ave, Porterville CA
Date of Event: September 28, 2024 (2:00 p.m.- 7:00 p.m.)

RISK MANAGEMENT: Conditions of Approval

That the Word of Victory Church provide a Certificate of Commercial General Liability Insurance Coverage evidencing coverage of not less than \$1,000,000 per occurrence, and having the appropriate Endorsement naming the City of Porterville, its Officers, Employees, Agents and Volunteers as 'Additional Insured' against all claims arising from, or in connection with, the 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**

**World of Victory Church Community Outreach Event
September 28, 2024 / 2pm-7pm
163 W. Orange Avenue**

Proposed Conditions/Requirements:

- All street, alley, and/or sidewalk closures require City Council approval.
- If a sidewalk closure is approved, a safe, posted, alternate pedestrian route should be made available for all pedestrian traffic.
- At the conclusion of the event, event organizers shall ensure all streets, alleys, and sidewalks are promptly cleared of any equipment, barricades, or anything that could present a hazard to pedestrians or vehicles traveling through this area.
- An Outside Amplifier Permit has been approved. However, event organizers shall not allow music to be played so loud as to unreasonably disturb the peace and good order of any residents or business establishments in the surrounding area.

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:

JOSE A. SEGURA
1184 W. BROWN AVE Portville Ca 93257

2 Address where amplification equipment is to be used:

163 W. ORANGE Portville Ca

3 Names and addresses of all persons who will use or operate the amplification equipment:

RICARDO STEVENS 890 W. MCINTIRE AVE

4 Type of event for which amplification equipment will be used:

Community Outreach

5 Dates and hours of operation of amplification equipment:

9-28-24 2PM-7PM

6 A general description of the sound amplifying equipment to be used:

SPEAKER CD Player

Section 18-9

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

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

Section 18-14

It shall be unlawful for any person to maintain, operate, connect, or suffer or permit to be maintained, operated, or operated, or connected any or sound amplifier in such a manner as to cause any sound to be projected outside of any building or out of doors in any part of the city, except as maybe 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

08/28/24
Date



CITY COUNCIL AGENDA – SEPTEMBER 17, 2024

SUBJECT: Conflict of Interest Code Amendment

SOURCE: Administrative Services

COMMENT: The Political Reform Act requires every local government to review its Conflict of Interest Code on a biennial basis. A Conflict of Interest Code identifies which public officials, governmental employees, and consultants must file Fair Political Practices Commission (FPPC) economic disclosure forms and sets forth the level of such disclosures. Government Code Section 87300 requires that the agencies' code reviewing body submit a biennial report identifying whether changes are warranted, and if so, what those changes entail.

The City Council, as the code reviewing body, accepted the City's Biennial Report for 2024 at its regular meeting of September 3, 2024. Said report concluded that an amendment to the City's Conflict of Interest Code was necessary. The recommended revisions pertain to changes in the list of designated employees only.

RECOMMENDATION: That the City Council adopt the draft Resolution approving the amended City of Porterville Conflict of Interest Code for 2024.

ATTACHMENTS:

1. Draft Resolution
2. Draft Conflict of Interest Code 2024
3. California Government Code 87300

Appropriated/Funded:

Review By:

Department Director:
Yuliana Andrade, Administrative Services Director

Final Approver: Patrice Hildreth, City Manager

RESOLUTION NO. ____-2024

**A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF PORTERVILLE ADOPTING AMENDMENT NO. 13 TO THE
CITY'S CONFLICT OF INTEREST CODE**

WHEREAS, Government Code Sections 87300 et seq. require that local agencies biennially review their Conflict of Interest Codes and submit to their code reviewing body a report identifying whether changes are warranted, and if so, what the proposed changes are; and

WHEREAS, at its regular meeting of September 3, 2024, the City Council of the City of Porterville's code reviewing body accepted the City's 2024 Biennial Report which concluded that an amendment to the City's Conflict of Interest Code was necessary.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Porterville that the Conflict of Interest Code for the City of Porterville, attached hereto as Exhibit A is hereby adopted; and

BE IT FURTHER RESOLVED by the City Council of the City of Porterville that the City Manager, as Administrative Supervisor, is hereby authorized to execute said document.

PASSED, APPROVED AND ADOPTED this 17th day of September, 2024.

Martha A. Flores, Mayor

ATTEST:
Patrice Hildreth, City Clerk

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

2024 CONFLICT OF INTEREST CODE OF THE
"CONFLICTS AND DISCLOSURE MONITOR AGENCY" OF THE
CITY OF PORTERVILLE

SECTION 1. Establishment. The City Council of the City of Porterville has heretofore established a Conflicts and Disclosure Monitor Agency (hereinafter "Agency") having jurisdiction as set forth herein over all officers, officials, and employees of the City. The City Manager shall be the Administrative Supervisor of such Agency with authority to act for and on behalf of such Agency. Such Agency shall not affect the duties, responsibilities, or chain of command of any Department, Board, or Commission except to administer and enforce the requirements, rules, and regulations set forth herein. The City Council shall be deemed the "Code Reviewing Body" of said Agency pursuant to the provisions of Section 87300 et seq. of the Government Code.

SECTION 2. Purpose. The Conflicts and Disclosure Monitor Agency of the City of Porterville hereby adopts this document as its "Conflict of Interest Code" in accordance with the requirements of the Political Reform Act of 1974.

SECTION 3. Designated Positions. The positions listed on Exhibit "A" attached hereto are designated positions. Officers and employees holding those positions are designated employees and are deemed, for the purposes of this Code, to make, or participate in the making of, decisions which may foreseeably have a material effect on any financial interest and for each such enumerated position, the specific types of investments, business positions, interests in real property, and sources of income which are reportable. An investment, business position, interest in real property, or source of income shall be made reportable by the Conflict of Interest Code if the business entity in which the investment or business position is held, the interest in real property, or the income or source of income may foreseeably be affected materially by any decision made or participated in by the designated employees by virtue of his or her position.

SECTION 4. Disclosure Statements. Each such designated employee shall file disclosure statements disclosing reportable investments, business positions, interests in real property, and income, to the

extent required by the Act, and on forms prescribed by the Fair Political Practices Commission and supplied by the City Clerk.

SECTION 5. Place and Time of Filing.

- A. All designated employees required to file disclosure statements shall file same with the City Clerk, as Secretary to the Code Reviewing Body.
- B. A designated employee required to submit a disclosure statement shall file their initial statement within thirty (30) days after the effective date of this Code disclosing reportable investments, business positions, and interests in real property held on the effective date of the Conflict of Interest Code and income received during the 12-months before the effective date of the Conflict of Interest Code.
- C. Individuals hereafter appointed to designated positions shall file his or her initial statement within thirty (30) days after assuming office disclosing reportable investments, business positions, and interests in real property held on, and income received during the twelve (12) months before, the date of assuming office.
- D. After the initial filing, each person holding a designated position, shall, on or before the first day of April of each calendar year, file an annual disclosure statement disclosing reportable investments, business positions, interests in real property and income held or received at any time during the previous calendar year, or since the date the designated employee took office if during the calendar year. Such annual statements shall cover the period of the preceding calendar year.
- E. Every designated employee who leaves office shall file, within thirty (30) days of leaving office, a statement disclosing reportable investments, business positions, interests in real property and income held or received at any time during the period between the closing date of the last statement required to be filed and the date of leaving office.

F. Any designated employee who resigns their position within twelve (12) months following initial appointment or within thirty (30) days of the date of a notice mailed by the filing officer of the individual's filing obligation, whichever is earlier, is not deemed to assume or leave office, provided that during the period between appointment and resignation, the individual does not make, participate in making, or use the position to influence any decision of the agency or receive, or become entitled to receive, any form of payment by virtue of being appointed to the position. Within thirty (30) days of the date of a notice mailed by the filing officer, the individual shall do both of the following:

1. File a written resignation with the appointing power.
2. File a written statement with the filing officer on a form prescribed by the Commission and signed under the penalty of perjury stating that the individual during the period between appointment and resignation, did not make, participate in the making, or use the position to influence any decision of the agency or receive, or become entitled to receive, any form of payment by virtue of being appointed to the position.

G. A designated employee required to file a statement of economic interest with any other public agency whose disclosure requirements are comparable hereto, may comply with the provisions of this Code by filing a duplicate copy of the statement filed with such other agency, in lieu of an entirely separate statement.

SECTION 6. Contents of Disclosure Statements. Disclosure statements shall be submitted on forms supplied by the City Clerk, and shall contain the following information:

A. Disclosure of Investment or Interest in Real Property.

1. When an investment or an interest in real property is required to be disclosed the statement shall contain:
 - a. A statement of the nature of the investment or interest;

- b. The name of the business entity in which each investment is held, and a general description of the business activity in which the business entity is engaged;
- c. The address or other precise location of the real property;
- d. A statement whether the fair market value of the investment or interest in real property equals or exceeds two thousand dollars (\$2,000) but does not exceed ten thousand dollars (\$10,000), whether it exceeds ten thousand dollars (\$10,000) but does not exceed one hundred thousand dollars (\$100,000), whether it exceeds one hundred thousand dollars (\$100,000) but does not exceed one million dollars (\$1,000,000), or whether it exceeds one million dollars (\$1,000,000);
- e. In the case of a statement filed under Government Code Sections 87203 or 87204, if the investment or interest in real property was partially or wholly acquired or disposed of during the period covered by the statement, the date of acquisition or disposal.
- f. For purposes of disclosure, interest in real property does not include the principal residence of the filer or any other property which the filer utilizes exclusively as a personal residence of the filer.

B. Disclosure of Income.

- 1. When income is required to be reported the statement shall contain, except as provided in Government Code Section 87207(b):
 - a. The name and address of each source of income aggregating five hundred (\$500) or more in value, or fifty dollars (\$50) or more in value if the income was a gift, and a general description of the business activity, if any, of each source;
 - b. A statement whether the aggregate value of income from each source, or in the case of a loan, the highest amount owed to each source, was at least five hundred (\$500) but did not exceed one thousand dollars (\$1,000), whether it was in excess of one thousand dollars (\$1,000) but not greater than ten thousand dollars (\$10,000), whether it was in excess

of ten thousand dollars (\$10,000) but not greater than one hundred thousand dollars (\$100,000), or whether it was greater than one hundred thousand dollars (\$100,000);

- c. A description of the consideration, if any, for which the income was received;
 - d. In the case of a gift, the amount and the date on which the gift was received;
 - e. In the case of a loan, the annual interest rate and the security, if any, given for the loan, and the term of the loan.
2. When the filer's pro rata share of income to a business entity, including income to a sole proprietorship, is required to be reported, the statement shall contain:
- a. The name, address, and a general description of the business activity of the business entity;
 - b. The name of every person from whom the business entity received payments if the filer's pro rata share of gross receipts from such person was equal to or greater than ten thousand dollars (\$10,000) during a calendar year.
3. When a payment, including an advance or reimbursement, for travel is required to be reported pursuant to this section, it may be reported on a separate travel reimbursement schedule which shall be included in the filer's statement of economic interest. A filer who chooses not to use the travel schedule shall disclose payments for travel as a gift, unless it is clear from all surrounding circumstances that the services provided were equal to or greater in value than the payments for the travel, in which case the travel may be reported as income.
4. When business positions are required to be reported, a designated employee shall list the name and address of each business entity in which he or she is a director, officer, partner, trustee, employee, or in which he or she holds any position of management, or as to which he or she is a paid consultant, a

description of the business activity in which the business entity is engaged, and the designated employee's position with the business entity. If the business entity or any parent, subsidiary, or otherwise related business entity has an interest in real property in the jurisdiction, or has done business, or plans to do business in the jurisdiction at any time during the two years prior to the date of the statement, it is required to be filed.

5. In the case of an annual or leaving office statement, if an investment or an interest in real property was partially or wholly acquired to disposed of during the period covered by the statement, the statement shall contain the date of acquisition or disposal;

SECTION 7. Prohibition on Receipt of Honoraria. No member of the City Council or candidate for the office of City Council shall accept any honorarium. No designated employee shall accept any honorarium from any source if the employee would be required to report the receipt of income or gifts from that source on his or her statement of economic interests. Subdivisions (b) of Government Code Section 89502 shall apply to the prohibitions in this section. This section shall not limit or prohibit payments, advances, or reimbursements for travel and related lodging and subsistence authorized by Government Code Section 89506.

SECTION 8. Prohibition on Receipt of Gifts in Accordance with Government Code Section 89503. No member of the City Council, candidate for the office of City Council, or designated employee shall accept any gifts with a total value of more than the statutory annual limit in a calendar year from any single source, as adjusted biennially pursuant to Section 89503(f).

SECTION 9. Disqualification. No designated employee shall make, participate in making, or in any way attempt to use his or her official position to influence the making of any governmental decision which he or she knows or has reason to know will have a reasonably foreseeable material financial effect, distinguishable from its effect on the public generally, on the employee or a member of his or her immediate family or on:

- A. Any business entity in which the designated employee has a direct or indirect investment worth two thousand dollars (\$2,000) or more;
- B. Any real property in which the designated employee has a direct or indirect interest worth two thousand dollars (\$2,000) or more;
- C. Any source of income, other than gifts or loans by a commercial lending institution in the regular course of business on terms available to the public without regard to official status, aggregating five hundred dollars (\$500) or more in value provided to, received by or promised to the designated employee within twelve (12) months prior to the time when the decision is made;
- D. Any business entity in which the designated employee is a director, officer, partner, trustee, employee, or holds any position of management; or
- E. Any donor of, or any intermediary or agent for a donor of, a gift or gifts in an aggregate amount of the limit or more as specified in Government Code Section 89503 (as adjusted biennially by State law) provided to, received by, or promised to the designated employee within twelve (12) months prior to the time when the decision is made.
- F. No designated employee shall be prevented from making or participating in the making of any decision to the extent his or her participation is legally required for the decision to be made. The fact that the vote of a designated employee who is on a voting body is needed to break a tie does not make his or her participation legally required for purposes of this section.
- G. For purposes of this Section, indirect investment or interest means any investment or interest owned by the spouse or dependent child of a designated employee, by an agent on behalf of a designated employee, or by a business entity or trust in which the

employee, the employee's agents, spouse, and dependent children own directly, indirectly, or beneficially a 10-percent interest or greater.

1. Notwithstanding subdivision (c) of Government Code Section 87103, a retail customer of a business entity engaged in retail sales of goods or services to the public generally is not a source of income to a designated employee who owns a 10-percent or greater interest in the entity if the retail customers of the business entity constitute a significant segment of the public generally, and the amount of income received by the business entity from the customer is not distinguishable from the amount of income received from its other retail customers.

SECTION 10. Manner of Disqualification. When a designated employee determines that he or she should not make a governmental decision because he or she has a disqualifying interest in it, the determination not to act must be accompanied by disclosure of the disqualifying interest. In the case of a designated employee who is the head of an agency, this determination and disclosure shall be made in writing to his or her appointing authority; and in the case of other designated employees, this determination and disclosure shall be made in writing to the designated employee's supervisor. This notice shall be forwarded to the Administrative Supervisor, who shall record the employee's disqualification. Upon receipt of such statement, the Administrative Supervisor shall immediately arrange for the matter to be reassigned to another employee.

SECTION 11. Interpretation. In the event of any ambiguity in these rules as to interpretation, construction, or applicability, the Administrative Supervisor shall, by written instrument, clarify such ambiguity. Any designated employee who is unsure of his or her duties under this Code may request assistance from the Fair Political Practices Commission pursuant to Government Code Section 83114, or from the City Attorney, provided that nothing in this section requires the attorney for the City to issue any formal or informal opinion.

SECTION 12. Violation. Violation of any provision of this Code, including: (1) willful failure to file, or timely file, any requisite Disclosure Statement, (2) willful failure to disclose any financial or other

interest required to be disclosed in such Disclosure Statement, or (3) filer's willful failure to disqualify himself or herself as required herein, shall be grounds for discipline or removal from office, pursuant to Government Code Section 91003.5. Upon ascertaining any such violation, the Administrative Supervisor shall report the same to the appointing official for appropriate proceedings. Such violation shall not, however, invalidate or otherwise affect any decision or action to which such violations might relate. Designated employees violating any provision of this Code are subject to the administrative, criminal and civil sanctions provided in the Act, Government Code Sections 81000-91014. In addition, a decision in relation to which a violation of the disqualification provisions of this Code or of Government Code Section 87100 or 87450 has occurred may be set aside as void pursuant to Government Code Section 91003.

SECTION 13. Effective Date. The City of Porterville Conflict of Interest Code, and any amendments to said Code, shall become effective immediately upon passage and approval by the City Council.

Adopted this ____ day of September, 2024.

CONFLICTS AND DISCLOSURE MONITOR AGENCY

Patrice Hildreth, Administrative Supervisor

GOVERNMENT CODE - GOV

TITLE 9. POLITICAL REFORM [81000 - 91014] (Title 9 added June 4, 1974, by initiative Proposition 9.)

CHAPTER 7. Conflicts of Interest [87100 - 87505] (Chapter 7 added June 4, 1974, by initiative Proposition 9.)

ARTICLE 3. Conflict of Interest Codes [87300 - 87314] (Article 3 added June 4, 1974, by initiative Proposition 9.)

87300. Every agency shall adopt and promulgate a Conflict of Interest Code pursuant to the provisions of this article. A Conflict of Interest Code shall have the force of law and any violation of a Conflict of Interest Code by a designated employee shall be deemed a violation of this chapter.

(Added June 4, 1974, by initiative Proposition 9.)

87301. It is the policy of this act that Conflict of Interest Codes shall be formulated at the most decentralized level possible, but without precluding intra-departmental review. Any question of the level of a department which should be deemed an "agency" for purposes of Section 87300 shall be resolved by the code reviewing body.

(Added June 4, 1974, by initiative Proposition 9.)

87302. Each conflict of interest code shall contain the following provisions:

(a) Specific enumeration of the positions within the agency, other than those specified in Section 87200, that involve the making or participation in the making of decisions which may foreseeably have a material effect on any financial interest and for each such enumerated position, the specific types of investments, business positions, interests in real property, and sources of income which are reportable. An investment, business position, interest in real property, or source of income shall be made reportable by the conflict of interest code if the business entity in which the investment or business position is held, the interest in real property, or the income or source of income may foreseeably be affected materially by any decision made or participated in by the designated employee by virtue of the designated employee's position.

(b) Requirements that each designated employee, other than those specified in Section 87200, file statements at times and under circumstances described in this section, disclosing reportable investments, business positions, interests in real property, and income. The information disclosed with respect to reportable investments, interests in real property, and income shall be the same as the information required by Sections 87206 and 87207. The first statement filed under a conflict of interest code by a designated employee shall disclose any reportable investments, business positions, interests in real property, and income. An initial statement shall be filed by each designated employee within 30 days after the effective date of the conflict of interest code, disclosing investments, business positions, and interests in real property held on the effective date of the conflict of interest code and income received during the 12 months before the effective date of the conflict of interest code. Thereafter, each new designated employee shall file a statement within 30 days after assuming office, or, if subject to State Senate confirmation, 30 days after being appointed or nominated, disclosing investments, business positions, and interests in real property held on, and income received during the 12 months before, the date of assuming office or the date of being appointed or nominated, respectively. Each designated employee shall file an annual statement, at the time specified in the conflict of interest code, disclosing reportable investments, business positions, interest in real property, and income held or received at any time during the previous calendar year or since the date the designated employee took office if during the calendar year. Every designated employee who leaves office shall file, within 30 days of leaving office, a statement disclosing reportable investments,

business positions, interests in real property, and income held or received at any time during the period between the closing date of the last statement required to be filed and the date of leaving office.

(c) Specific provisions setting forth any circumstances under which designated employees or categories of designated employees must disqualify themselves from making, participating in the making, or using their official position to influence the making of any decision. Disqualification shall be required by the Conflict of Interest Code when the designated employee has a financial interest as defined in Section 87103, which it is reasonably foreseeable may be affected materially by the decision. A designated employee shall not be required to disqualify the employee's own self with respect to any matter that could not legally be acted upon or decided without the designated employee's participation.

(d) For any position enumerated pursuant to subdivision (a), an individual who resigns the position within 12 months following initial appointment or within 30 days of the date of a notice mailed by the filing officer of the individual's filing obligation, whichever is earlier, is not deemed to assume or leave office, provided that during the period between appointment and resignation, the individual does not make, participate in making, or use the position to influence any decision of the agency or receive, or become entitled to receive, any form of payment by virtue of being appointed to the position. Within 30 days of the date of a notice mailed by the filing officer, the individual shall do both of the following:

(1) File a written resignation with the appointing power.

(2) File a written statement with the filing officer on a form prescribed by the commission and signed under the penalty of perjury stating that the individual, during the period between appointment and resignation, did not make, participate in the making, or use the position to influence any decision of the agency or receive, or become entitled to receive, any form of payment by virtue of being appointed to the position.

(Amended by Stats. 2021, Ch. 50, Sec. 203. (AB 378) Effective January 1, 2022. Note: This section was added on June 4, 1974, by initiative Prop. 9.)

87302.3. (a) Every candidate for an elective office that is designated in a conflict of interest code shall file a statement disclosing the candidate's investments, business positions, interests in real property, and income received during the immediately preceding 12 months, as enumerated in the disclosure requirements for that position. The statement shall be filed with the election official with whom the candidate's declaration of candidacy or other nomination documents to appear on the ballot are required to be filed and shall be filed no later than the final filing date for the declaration or nomination documents.

(b) This section does not apply to either of the following:

(1) A candidate for an elective office designated in a conflict of interest code who has filed an initial, assuming office, or annual statement pursuant to that conflict of interest code within 60 days before the deadline specified in subdivision (a).

(2) A candidate for an elective office who has filed a statement for the office pursuant to Section 87302.6 within 60 days before the deadline specified in subdivision (a).

(Amended by Stats. 2021, Ch. 50, Sec. 204. (AB 378) Effective January 1, 2022.)

87302.6. Notwithstanding Section 87302, a member of a board or commission of a newly created agency shall file a statement at the same time and in the same manner as those individuals required to file pursuant to Section 87200. A member shall file the member's statement pursuant to Section 87302 once the agency adopts an approved conflict of interest code.

(Amended by Stats. 2021, Ch. 50, Sec. 205. (AB 378) Effective January 1, 2022.)

87303. No conflict of interest code shall be effective until it has been approved by the code reviewing body. Each agency shall submit a proposed conflict of interest code to the code reviewing body by the deadline established for the agency by the code reviewing body. The deadline for a new agency shall be not later than six months after it comes into existence. Within 90 days after receiving the proposed code or receiving any proposed amendments or revisions, the code reviewing body shall do one of the following:

(a) Approve the proposed code as submitted.

(b) Revise the proposed code and approve it as revised.

(c) Return the proposed code to the agency for revision and resubmission within 60 days. The code reviewing body shall either approve the revised code or revise it and approve it. When a proposed conflict of interest code or amendment is approved by the code reviewing body, it shall be deemed adopted and shall be promulgated by the agency.

(Amended by Stats. 1997, Ch. 455, Sec. 4. Effective September 24, 1997. Note: This section was added on June 4, 1974, by initiative Prop. 9.)

87304. If any agency fails to submit a proposed conflict of interest code or amendments, or if any state agency fails to report amendments pursuant to subdivision (b) of Section 87306 within the time limits prescribed pursuant to Section 87303 or 87306, the code reviewing body may issue any appropriate order directed to the agency or take any other appropriate action, including the adoption of a conflict of interest code for the agency. If the code reviewing body does not issue an appropriate order or take other action within 90 days of the deadline imposed on the agency as prescribed in Section 87303 or 87306, the commission may issue any appropriate order directed to the agency or take any other appropriate action, including the adoption of a conflict of interest code for the agency. The commission shall consult with the agency before ordering the adoption of a conflict of interest code for the agency.

(Amended by Stats. 1991, Ch. 491, Sec. 4. Note: This section was added on June 4, 1974, by initiative Prop. 9.)

87305. If after six months following the deadline for submission of the proposed Conflict of Interest Code to the code reviewing body no Conflict of Interest Code has been adopted and promulgated, the superior court may, in an action filed by the commission, the agency, the code reviewing body, any officer, employee, member or consultant of the agency, or any resident of the jurisdiction, prepare a Conflict of Interest Code and order its adoption by the agency or grant any other appropriate relief. The agency and the code reviewing body shall be parties to any action filed pursuant to this section.

(Amended by Stats. 1980, Ch. 765. Note: This section was added on June 4, 1974, by initiative Prop. 9.)

87306. (a) Every agency shall amend its Conflict of Interest Code, subject to the provisions of Section 87303, when change is necessitated by changed circumstances, including the creation of new positions which must be designated pursuant to subdivision (a) of Section 87302 and relevant changes in the duties assigned to existing positions. Amendments or revisions shall be submitted to the code reviewing body within 90 days after the changed circumstances necessitating the amendments have become apparent. If after nine months following the occurrence of those changes the Conflict of Interest Code has not been amended or revised, the superior court may issue any appropriate order in an action brought under the procedures set forth in Section 87305.

(b) Notwithstanding subdivision (a), every state agency shall submit to the code reviewing body a biennial report identifying changes in its code, including, but not limited to, all new positions designated pursuant to subdivision (a) of Section 87302, changes in the list of reportable sources

of income, and relevant changes in the duties assigned to existing positions. These reports shall be submitted no later than March 1 of each odd-numbered year.

(Amended by Stats. 1991, Ch. 491, Sec. 5. Note: This section was added on June 4, 1974, by initiative Prop. 9.)

87306.5. (a) No later than July 1 of each even-numbered year, the code reviewing body shall direct every local agency which has adopted a Conflict of Interest Code in accordance with this title to review its Conflict of Interest Code and, if a change in its code is necessitated by changed circumstances, submit an amended Conflict of Interest Code in accordance with subdivision (a) of Section 87302 and Section 87303 to the code reviewing body.

(b) Upon review of its code, if no change in the code is required, the local agency head shall submit a written statement to that effect to the code reviewing body no later than October 1 of the same year.

(Added by Stats. 1990, Ch. 1075, Sec. 5.)

87307. An agency may at any time amend its Conflict of Interest Code, subject to the provisions of Section 87303, either upon its own initiative or in response to a petition submitted by an officer, employee, member or consultant of the agency, or a resident of the jurisdiction. If the agency fails to act upon such a petition within ninety days, the petition shall be deemed denied. Within thirty days after the denial of a petition, the petitioner may appeal to the code reviewing body. The code reviewing body shall either dismiss the appeal or issue an appropriate order to the agency within ninety days.

(Added June 4, 1974, by initiative Proposition 9.)

87308. Judicial review of any action of a code reviewing body under this chapter may be sought by the commission, by the agency, by an officer, employee, member or consultant of the agency, or by a resident of the jurisdiction.

(Amended by Stats. 1980, Ch. 765. Note: This section was added on June 4, 1974, by initiative Prop. 9.)

87309. A conflict of interest code or amendment shall not be approved by the code reviewing body or upheld by a court if it:

(a) Fails to provide reasonable assurance that all foreseeable potential conflict of interest situations will be disclosed or prevented;

(b) Fails to provide to each affected person a clear and specific statement of that person's duties under the code; or

(c) Fails to adequately differentiate between designated employees with different powers and responsibilities.

(Amended by Stats. 2021, Ch. 50, Sec. 206. (AB 378) Effective January 1, 2022.)

87310. If the duties of a designated employee are so broad or indefinable that the requirements of Section 87309 cannot be complied with, the Conflict of Interest Code shall require the designated employee to comply with the requirements of Article 2 of this chapter.

(Added June 4, 1974, by initiative Proposition 9.)

87311. The review of proposed Conflict of Interest Codes by the Commission and by the Attorney General and the preparation of proposed Conflict of Interest Codes by state agencies shall be subject to the Administrative Procedure Act. The review and preparation of Conflict of Interest Codes by local government agencies shall be carried out under procedures which guarantee to

officers, employees, members, and consultants of the agency and to residents of the jurisdiction adequate notice and a fair opportunity to present their views.

(Added June 4, 1974, by initiative Proposition 9.)

87311.5. (a) Notwithstanding the provisions of Section 87311, the review of the Conflict of Interest Code of an agency in the judicial branch of government shall not be subject to the provisions of the Administrative Procedure Act. The review and preparation of Conflict of Interest Codes by these agencies shall be carried out under procedures which guarantee to officers, employees, members, and consultants of the agency and to residents of the jurisdiction adequate notice and a fair opportunity to present their views.

(b) Conflict of Interest Codes of the Judicial Council, the Commission on Judicial Performance, and the Board of Governors and designated employees of the State Bar of California shall not be subject to the provisions of subdivision (c) of Section 87302.

(Added by Stats. 1984, Ch. 727, Sec. 8. Operative July 1, 1985, by Sec. 12 of Ch. 727.)

87312. The Commission shall, upon request, provide technical assistance to agencies in the preparation of Conflict of Interest Codes. Such assistance may include the preparation of model provisions for various types of agencies. Nothing in this section shall relieve each agency of the responsibility for adopting a Conflict of Interest Code appropriate to its individual circumstances.

(Added June 4, 1974, by initiative Proposition 9.)

87313. A person shall not make a gift of fifty dollars (\$50) or more in a calendar month on behalf of another, or while acting as the intermediary or agent of another to a person whom the intermediary or agent knows or has reason to know may be required to disclose the gift pursuant to a conflict of interest code, without disclosing to the recipient of the gift both the intermediary or agent's own full name, street address, and business activity, if any, and the full name, street address, and business activity, if any, of the actual donor. The recipient of the gift shall include in the recipient's Statement of Economic Interests the full name, street address, and business activity, if any, of the intermediary or agent and the actual donor.

(Amended by Stats. 2021, Ch. 50, Sec. 207. (AB 378) Effective January 1, 2022.)

87314. (a) A board, commission, or agency of a public pension or retirement system shall attach to its Conflict of Interest Code an appendix entitled "Agency Positions that Manage Public Investments for Purposes of Section 87200 of the Government Code." The appendix shall list each position with the board, commission, or agency for which an individual occupying the position is required to file a Statement of Economic Interests as a public official who manages public investments within the meaning of Section 87200. The board, commission, or agency shall post the appendix on its Internet Web site in a manner that makes it easily identifiable and accessible by persons who view that Web site.

(b) (1) For purposes of this section, "public official who manages public investments" includes a salaried or unsalaried member of a committee, board, commission, or other entity that exists as, or within, a governmental agency and that possesses decisionmaking authority.

(2) A committee, board, commission, or other entity possesses decisionmaking authority for purposes of this section if any of the following apply:

(A) The entity may make a final governmental decision.

(B) The entity may compel a governmental decision or prevent a governmental decision, either by virtue of possessing exclusive power to initiate the decision or by having veto authority that may not be overridden.

(C) The entity makes substantive recommendations that are, and over an extended period of time have been, regularly approved, without significant amendment or modification, by another public official or governmental agency.

(3) A committee, board, commission, or other entity does not possess decisionmaking authority for purposes of this section if it is formed for the sole purpose of researching a subject and preparing a report or recommendation for submission to another governmental entity that has final decisionmaking authority.

(Added by Stats. 2010, Ch. 702, Sec. 1. (SB 1271) Effective January 1, 2011.)



CITY COUNCIL AGENDA – SEPTEMBER 17, 2024

SUBJECT: Appointment In-Lieu of Election for District 5 - City Council Member Stan Green

SOURCE: Administrative Services

COMMENT: At its meeting on June 18, 2024, the City Council adopted Resolution 38-2024 ordering a Municipal Election to be held on Tuesday, November 5, 2024, to fill the following three 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

As of the close of the nomination period on August 9, 2024, only one candidate, Stan Green, filed qualified nomination papers and a Declaration of Candidacy for the one available four-year term office of District 5 City Council Member.

Two candidates qualified for the District 3 office, and two candidates qualified for the District 4 office, and as such those qualified candidates for Districts 3 and 4 will appear on the November 5, 2024, ballot.

Due to there being only one qualified candidate for a particular office, in this case, the office of City Council Member in District 5, the Elections Code allows the governing body to appoint in lieu of holding the election, and if no appointment is made, the election will be held. If appointed, Mr. Stan Green will qualify and take office and serve exactly as if elected at the municipal election for the office. A draft Resolution has been prepared for Council's consideration, and a public notice was published pursuant to Government Code Section 6061 concerning said appointment in lieu.

RECOMMENDATION: That the City Council appoint in-lieu of election Mr. Stan Green to the seat of the Office City Council Member representing District 5.

ATTACHMENTS:

1. Draft Resolution_Appt in Lieu
2. Certificate of Facts - District 5
3. List of Qualified Candidates_Nov 5 2024 Election

Appropriated/Funded:

Review By:

Department Director:
Patrice Hildreth, City Manager

Final Approver: Patrice Hildreth, City Manager

RESOLUTION NO. ____-2024

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
PORTERVILLE APPOINTING STAN GREEN IN LIEU OF ELECTION
TO A FOUR-YEAR TERM OFFICE OF CITY COUNCIL DISTRICT 5

WHEREAS, the City Council of the City of Porterville duly called a Municipal Election for Tuesday, November 5, 2024, to fill one four-year term District 3 city council office, one four-year term District 4 city council office, and one four-year term District 5 city council office; and

WHEREAS, pursuant to California Elections Code Section 10400 et seq., the City Council ordered the consolidation of the November 5, 2024, election with other elections being held in the jurisdiction, and requested that Tulare County Elections Office provide services for said election; and

WHEREAS, only one individual, Stan Green, filed a declaration of candidacy for the one available four-year term District 5 city council office, thereby permitting an appointment in lieu of an election.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Porterville that Stan Green is appointed in lieu of election to a four-year term District 5 city council office of the City of Porterville.

PASSED, APPROVED, and ADOPTED this ____ day of September, 2024.

Martha A. Flores, Mayor

ATTEST:
Patrice Hildreth, City Clerk

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



CERTIFICATE OF FACTS CONCERNING APPOINTMENT-IN-LIEU

I, Fernando Gabriel-Moraga, Chief Deputy City Clerk of the City of Porterville of the County of Tulare, State of California, do hereby certify, that during the nomination period for the General Municipal Election, consolidated with the General Election of November 5, 2024, only one candidate, Stan Green, filed qualified nomination papers and a Declaration of Candidacy with the Tulare County Registrar of Voters for the one available four-year term office of District 5 City Council Member. Because only one candidate qualified for the one available office, the governing body may take action to cancel the election for District 5 and make an appointment-in-lieu.

I HEREBY CERTIFY the above to be true and correct and have hereunto affixed my hand and official seal this 12th day of September, 2024.



Patrice Hildreth, City Clerk

By: 

Fernando Gabriel-Moraga, Chief Deputy City Clerk



**LIST OF CITY COUNCIL CANDIDATES
GENERAL MUNICIPAL/PRIMARY ELECTION
NOVEMBER 5, 2024**

DISTRICT 3 (FOUR YEAR TERM)

- 1 **AJ Rivas**
Date Issued: 07/15/2024
Date Filed: 07/24/2024
Date Qualified: 07/24/2024

2. **Timothy Vanni**
Date Issued: 08/12/2024
Date Filed: 08/14/2024
Date Qualified: 08/14/2024

DISTRICT 4 (FOUR YEAR TERM)

- 1 **Ed McKervey**
Date Issued: 07/15/2024
Date Filed: 07/19/2024
Date Qualified: 07/22/2024

- 2 **Donald "Don" Weyhrauch**
Date Issued: 07/25/2024
Date Filed: 08/05/2024
Date Qualified: 08/06/2024

DISTRICT 5 (FOUR YEAR TERM)

- 1 **Stan Green**
Date Issued: 08/12/2024
Date Filed: 08/12/2024
Date Qualified: 08/12/2024



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:

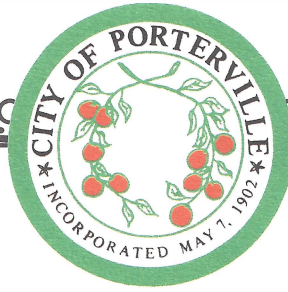
Fernando Gabriel-Moraga, Deputy City Clerk

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](https://www.tularecounty.ca.gov/emergencies).

A Temporary Evacuation point has been set up at Porterville College, 100 E College Avenue. Thank you.

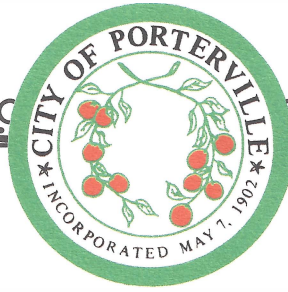
Jake Castellow
Chief of Police

Police Department

350 North "D" Street
Porterville, CA 93257
(559) 782-7400/FAX (559) 784-1070
www.PortervillePolice.com

Jake Castellow

Chief of Police



March 19, 2023

This is a message from Tulare County & the City of Porterville. Due to the recent storm events, there is erosion to the banks of the Tule River.

An **Evacuation Order** has been issued for the north bank and south bank of the Tule River, from Westwood Street, to the Plano bridge, but does not include the south bank from Westwood Street, east to the bridge of State Route 65. This evacuation order does not include permanent structures with a designated address, other than those for which a previous evacuation order has been issued.

An evacuation order, also known as a mandatory evacuation, means that all residents and visitors should leave immediately due to the unsafe conditions of the river banks. If you are unable to evacuate and require assistance, please call 9-1-1. For additional resources or information, please call 2-1-1. Please refer to the map on the Tulare County website, emergencies page, at TulareCounty.CA.gov/emergencies.

A Temporary Evacuation point has been set up at Porterville College, 100 E College Avenue.

Jake Castellow

Chief of Police

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.

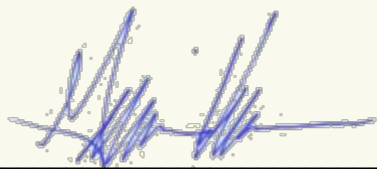
The Water Board shall post on its internet website all reports received pursuant to this subparagraph.

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).

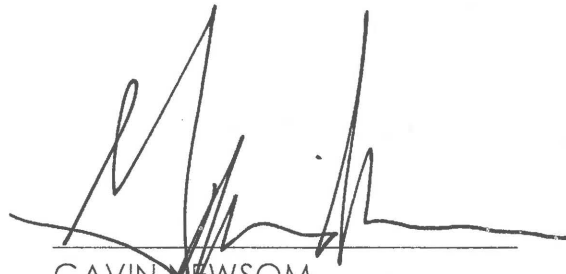
- f. The project proponent shall keep all repairs and construction to the minimum necessary to alleviate the emergency caused by the 2022- 2023 Winter Storm Events and limited to in-kind replacement or refurbishment of on-site features, although the project may undertake minor upgrading if bioremediation 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.

###



LICENSE NUMBER	1221
----------------	------

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

//

//

//

//

//

electronically or by facsimile as if the original had been received.

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

Date: _____

CITY OF PORTERVILLE

By: _____

John Lollis

City Manager

Approved as to form:

City Attorney

By: _____

**COUNTY
COUNTY OF TULARE**

By: _____

Jason T. Britt

Tulare County Emergency Services Director

Approved as to form:

County Counsel

By: A. Zahseen

Matter No. 2023359



Office of Emergency Services

5957 South Mooney Boulevard, Visalia, California 93277
(559) 624-7495 Telephone (559) 737-4692 Facsimile

April 14, 2023

Ms. Nancy Ward
Director, Governor's Office of Emergency Services
3650 Schriever Avenue
Mather, CA 95655

Dear Director Ward,

Tulare County appreciates the Office of Emergency Services' tireless work to support the response to and recovery from DR-4699 in our County and the surrounding region. Specifically, your negotiation of an ongoing incident period and the expeditious approval of individual assistance programs have been particularly valuable to the affected communities as we continue to recover from storm damages, repair distressed and weakened waterways, and prepare for the impending historic snowmelt runoff.

As current snow moisture content in local watersheds is estimated at over 300% of the historical average, total inflows to local reservoirs through April and July are expected to exceed three times the reservoir capacity. Local reservoir and waterway operators continue to aggressively release water at or near full capacity to make space for the anticipated inflows and prevent a return to spillway flows, while balancing needs of downstream operators to conduct emergency repairs. As a result, a number of homes, agricultural properties, and public spaces remain inundated with floodwater, and more homes may be affected because of the new snowmelt conditions. Specifically, we anticipate similar or worse conditions as a result of the snowmelt.

Tulare County is concerned that current sheltering for individuals affected by inundation and/or evacuation orders, including previously displaced individuals who remain under an evacuation order, may be limited in duration, especially during the current intervening period between storm and snowmelt-induced flooding incidents within the disaster.

Tulare County has entered into an agreement with the City of Porterville to maintain the last remaining emergency evacuation shelter site in the County. The California Department of Social Services and Volunteer Emergency Services Team have pledged support to provide staff and services for only two weeks at this shelter. Forty Tulare County residents who have been displaced due to flood activities are staying at this site. Because the support from CDSS and VEST is limited, the County is concerned that it may not be able to continually fund and staff the ongoing shelter projects. Our concern is the ongoing financial and logistical burden to the County and the incorporated cities therein.

As we are sure that you are aware, emergency protective measures, flood control activities, and damage assessments are being conducted because of the flood conditions in Tulare County. These efforts go hand-in-hand with ensuring that County residents are safe,



Office of Emergency Services

5957 South Mooney Boulevard, Visalia, California 93277
(559) 624-7495 Telephone (559) 737-4692 Facsimile

fed, and warm. The State's cooperation in keeping funding and support from the Department of Social Services and VEST beyond the initial two weeks available for emergency sheltering of Tulare County Residents is vital. Your support in ensuring ongoing funding and logistical support for these critical emergency protective measures is greatly appreciated.

Sincerely,

A handwritten signature in black ink, reading "Andrew Lockman", with a stylized flourish at the end.

Andrew Lockman
Office of Emergency Services Manager



LICENSE NUMBER	1221
----------------	------

LICENSE TO USE STATE MILITARY PROPERTY

BETWEEN

CALIFORNIA MILITARY DEPARTMENT

AND

The City of Porterville

FOR

USE OF READINESS CENTER IMPROVEMENTS AND GROUNDS

This AGREEMENT, dated for reference the 10th day of April 2023, by and between the California Military Department (CMD), hereinafter called STATE, and the City of Porterville, 291 North Main Street, Porterville, CA 93257, hereinafter called LICENSEE, without distinction as to number or gender, and effective upon execution by STATE. STATE and LICENSEE are sometimes referred to individually as a "party" or collectively as the "parties".

RECITALS

WHEREAS, the STATE has under its jurisdiction, certain real property known as the Porterville armory, located at 29 N. Plano St. Porterville, CA 93257, hereinafter called PREMISES, identified in **Exhibit "B"**, consisting of one (1) page and attached hereto and incorporated herein by this reference.; and,

WHEREAS, it is essential that STATE have a secure facility and surrounding grounds; and,

WHEREAS, PREMISES may be made available to meet the needs of the local civil authority when not required to meet immediate operational requirements;

NOW THEREFORE, STATE and LICENSEE agree as follows:

WITNESSETH

I.

GENERAL PROVISIONS

1. AGREEMENT is for non-exclusive weekday or weekend use throughout the license term.
2. Upon declaration of emergency by the STATE or federal government, STATE reserves the right to reoccupy PREMISES, including all parking areas, with twenty-four (24) hours written or electronic (voice or email) notice to LICENSEE at the notification address/number below in Section III; "Notification".

3. LICENSEE shall comply with all applicable statutes, laws, ordinances and rules or regulations adopted by the Federal, State or any City, City and County, County or other body politic pertaining to use of said premises or any provisions of the License.
4. LICENSEE shall comply with such reasonable rules and regulations as may be prescribed by STATE for the reasonable use and occupation of State Facilities.
5. LICENSEE understands and agrees the California Legislature may impose additional restrictions, limitations or conditions affecting AGREEMENT provisions or terms; however, any such changes become effective no sooner than 30 days after the legislature has acted.
6. This agreement shall not be assigned or sublet or otherwise encumbered, in whole or in part, without STATE'S prior written consent.
7. STATE infrastructure shall supply PREMISES with utilities, but LICENSEE will transfer utility accounts into its name for payment: electric, sewer, water, refuse collection.
8. LICENSEE shall have use of the offices, storage areas, drill floor, latrines, showers, parking areas for placement of storage containers (if required), and kitchen counters solely for food preparation or distribution (no oven or stove top use). All food will be stored and surfaces cleaned on a daily basis when shelter operations are underway.
9. STATE is not responsible for losses or damage to personal property, equipment or materials of LICENSEE, its employees, agents or clients. LICENSEE shall report to STATE all losses immediately upon discovery.
10. LICENSEE shall not drive any nails, tacks, pins or other objects into the walls, ceilings, partitions, windows, woodwork, or any other part of PREMISES, nor in any manner move or change any fixture, nor make any alterations to PREMISES without STATE'S prior written consent.
11. Upon completion of use, LICENSEE shall remove all decorations, display, signs, and equipment on PREMISES.
12. Upon license expiration, LICENSEE will surrender PREMISES to STATE with appurtenances and fixtures in good order, condition, and repair, reasonable use and wear thereof, or Acts of God excepted.
13. LICENSEE shall not permit any alcoholic beverage to be offered for sale, stored, given away or otherwise disposed or consumed on any part of PREMISES, nor shall LICENSEE permit any use of tobacco products on any part of PREMISES or within twenty (20) feet of entrances, doorways or opening windows, except in a sufficiently distanced controlled area under LICENSEE supervision.
14. LICENSEE acknowledges PREMISES may not be fully ADA compliant and agrees to implement or improve, at its sole cost and expense, those necessary compliance measures required for the duration of its use. Furthermore, LICENSEE agrees to provide any and all required temporary emergency lighting required by State, County or City laws or ordinances.

II.

AUTHORIZED ACTIVITIES

1. In order to provide a variety of health, medical or other services to homeless citizens, LICENSEE may provide on-site program management through either LICENSEE employees, agents, volunteers or contracted services.
2. The armory facility will be available twenty-four (24) hours each day unless otherwise amended in writing by the STATE.
3. LICENSEE is solely responsible for protecting employees, patrons, agents, clients, or invitees from acts of third parties, and agrees to notify STATE and appropriate law enforcement agencies as required.
4. LICENSEE agrees to maintain PREMISES in a clean and habitable condition, which includes exterior landscape maintenance and removal of all litter, trash, cans, bottles, etc. from the site not less than once per day.
5. Any damage to PREMISES will be inspected by STATE representatives (CMD Area Coordinator) and LICENSEE to determine the character and extent of damage (with photographs). Repairs should be completed within twenty-four (24) hours if an emergency or seventy-two (72) hours if urgent.
6. The STATE Area Coordinator will contract for necessary repair or restoration services using appropriate state or federal guidance, while coordinating and collaborating closely with LICENSEE. LICENSEE may not undertake repairs or restoration using its own forces or contract services without the prior written consent of STATE'S Area Coordinator.
7. Within thirty (30) days of being presented a demand (invoice) for payment, LICENSEE shall make STATE whole for the cost of repairing or restoring any improvement or utility damaged as a result of PREMISES use.
8. If significant plumbing issues occur due to continued actions of clients, LICENSEE will provide portable latrines, at its sole cost and expense, for the duration of the contract.
9. LICENSEE shall take all necessary steps to ensure clients do not constitute a nuisance in the immediate vicinity of the facility during hours of operation. If at any time the STATE is dissatisfied with the LICENSEE efforts, the LICENSEE and STATE shall meet to explore means and methods of compliance.
10. LICENSEE shall supply consumable sanitary items and paper products, which include, but not limited to: cleaning/sanitizing supplies and equipment, liquid soap, paper towels, and toilet paper. If requested (necessary), the County Health Department shall provide periodic health screenings and consultation on issues pertaining to sanitation
11. Pets of clients occupying PREMISES or participating in provided services are prohibited inside the PREMISES, with the exception of those meeting the definition of "service animal" in Section XV below.
12. LICENSEE shall ensure clients provide valid vehicle registration and insurance BEFORE parking their vehicle in PREMISES parking area.
13. Vehicles parked on PREMISES without appropriate approval shall be towed away by STATE's order and at LICENSEE's risk and expense.

III.

NOTIFICATION

All notices or other communications required or permitted hereunder shall be in writing, and shall be personally delivered (including by means of professional messenger service) or sent by overnight courier, or sent by registered or certified mail, postage prepaid, return receipt requested to the addresses set forth below. All such notices or other communications shall be deemed received upon the earlier of (i) if personally delivered or sent by overnight courier, the date of delivery to the address of the person to receive such notice, (ii) if mailed as provided above, on the date of receipt or rejection, when received by the other party if received Monday through Friday between 6:00 a.m. and 5:00 p.m. Pacific Standard Time, so long as such day is not a State or Federal holiday and otherwise on the next day provided that if the next day is Saturday, Sunday, or a state or federal holiday, such notice shall be effective on the following business day.

To LICENSEE:

City of Porterville
Attn: City Manager
291 North Main Street
Porterville, CA 93257
(559) 782-7466

To STATE:

California Military Department
9800 Goethe Road, Box 18
Sacramento, CA 95826
(916) 854-3788

PROGRAM MANAGER:

SSG Monica Estrada
(916) 541-8160

Notice of change of address or telephone number shall be given by written notice in the manner described in this section. LICENSEE is obligated to notice State offices listed above and the failure to provide notice to do so shall constitute a lack of notice. Nothing contained herein shall preclude the giving of any such notice by personal service.

IV.

INSURANCE REQUIREMENTS

LICENSEE is a public entity, which is self-insured and will be responsible for any damage caused to PREMISES. Additionally, LICENSEE shall indemnify STATE against any injuries caused by use of PREMISES. LICENSEE has furnished the necessary Certificate of Self-Insurance, **Exhibit "D"** attached hereto and incorporated herein by this reference, demonstrating the required insurance coverage will be in effect during the complete term of AGREEMENT, and shall include, but not be limited to:

- Combined single limit liability of \$2,000,000, or
- Special event coverage with a limit of \$2,000,000, and
- A statement naming the United States, State of California, its officers, agents, employees, and servants as additional insured, but only with respect to the activities of the named insured.

V.

HOLD HARMLESS INDEMNIFICATION

The PREMISES are provided in "AS-IS" and "WITH ALL FAULTS" condition, and STATE and its employees, representatives and agents disclaim all warranties, expressed or implied, regarding the PREMISES, including, but not limited to, all implied warranties of merchantability or fitness for a particular purpose or compliance with Applicable Law. LICENSEES acknowledges and agrees that STATE and its employees, representatives and agents have made no representations or warranties for the PREMISES, including, without limitation, any representations or warranties regarding, (a) the condition or repair of the PREMISES, (b) whether such PREMISES are sufficient for the purposes of LICENSEE, or (c) whether the PREMISES comply with Applicable Laws (as defined below), including without limitation the Americans with Disabilities Act (ADA) or other accessibility laws, (d) whether there are any facts or conditions affecting the PREMISES that might, individually or in the aggregate, interfere with the use or occupancy of the PREMISES or any portion thereof by LICENSEE.

The use of the PREMISES by LICENSEE shall be conclusive evidence that LICENSEE accepts the same "AS IS and WITH ALL FAULTS" and that the PREMISES are suited for the use intended by LICENSEE and are in good and satisfactory condition at the time such possession was taken. LICENSEE represents and warrants to STATE that (a) its sole intended use of the PREMISES is for temporary sheltering (the "Permitted Use") and (b) prior to using the PREMISES it has made such investigations as it deems appropriate with respect to the suitability of the PREMISES for its intended use and has determined that the PREMISES are suitable for such intended use.

LICENSEE shall comply with all applicable statutes, laws, ordinances and rules and regulations adopted by the Federal, State or any City, City and County, County or other body politic, including without limitation all building codes, the ADA or other accessibility laws ("Applicable Laws") and which pertains to use of the PREMISES or any provisions of the License, and will indemnify, defend and hold STATE free and harmless from and against any violations thereof and any and all liabilities, suits, causes of action, judgments, demands and claims for damages, including all reasonable costs of any litigation and attorney's fees and expenses, arising out or by reason of any such violation.

LICENSEE shall indemnify, defend and hold STATE its employees, representatives and agents free and harmless from and against any and all suits, causes of action, demands, proceedings, claims, damages, judgments, obligations liabilities, liens, fines, costs, and expenses (including, but not limited to, attorneys' fees and costs) (collectively "Losses") which arise from or are related to (a) use or occupancy of the PREMISES by LICENSEE or its Representatives, including, but not limited to, damage to property of any kind whatsoever and to whomsoever belonging, including LICENSEE, from any cause or causes whatsoever during the term of this License or any occupancy hereunder, holdover periods or any other occupancy of the PREMISES during the term of this License, except (i) those Losses that are ultimately determined by a court or administrative tribunal of competent jurisdiction to be caused by sole gross negligence of the STATE or its employees, or (ii) to the extent any such Losses are ultimately determined by a court or administrative tribunal of competent jurisdiction to be caused by the willful misconduct of the STATE or its employees; provided, however, any condition of the PREMISES that is found to be in violation of any Applicable Law by a court or administrative tribunal of competent jurisdiction shall not be deemed gross negligence or willful misconduct on the

part of the STATE or its employees; (b) breach of LICENSEE'S obligations under the AGREEMENT, (c) negligence or other wrongful act by LICENSEE or its Representatives, (d) violation of Applicable Law by LICENSEE or its Representatives, (e) any allegation that the PREMISES do not comply with Applicable Law. "Representatives" means LICENSEE'S agents, employees, representatives, contractors, or any other person or persons acting within the direct control or authority of such party or its agents, employees, representatives or contractors.

VI.

FEES

1. The use fee is waived based on Services in Kind as per California Army National Guard Regulation 210-2 paragraph 9.
2. Utility accounts will be transferred to LICENSEE, which will directly pay utility costs on an as-incurred basis.

VII.

TERM

License shall take effect no earlier than May 5, 2023 or upon execution by STATE, whichever is later, and shall expire no later than 0800 (8:00 A.M.) May 4, 2024.

VIII.

AMENDMENT AND TERMINATION

AGREEMENT cannot be amended or modified in any way except by a written AGREEMENT duly executed by STATE and LICENSEE. Any proposal for amendment or modification must be delivered for review and approval by the Chief, Realty Operations or her/his delegatee.

AGREEMENT may be terminated by either party upon 30 days' written notification to the other party at the addresses previously given in Section III; "Notification". Upon termination, the activities of the parties shall be governed by the applicable provisions of the Military and Veterans Code. STATE is not obligated to reimburse LICENSEE any fees should it terminate this AGREEMENT before reaching its full term.

IX.

ENTIRE AGREEMENT

AGREEMENT, along with any exhibits attached hereto, constitutes the entire covenant and understanding between STATE and LICENSEE for PREMISES. AGREEMENT supersedes all prior and contemporaneous routine activity agreements, representations or understandings, if any, whether oral or written.

X.

DURATION & RENEWAL

AGREEMENT shall remain in effect through the termination date and will not be extended, but may be renewed annually subsequent to renegotiation required to protect the parties.

XI.

RIGHT TO ENTER

During continuance in force of AGREEMENT, there shall be, and is hereby expressly reserved to STATE and to any of its contractors, agents, employees, representatives, or licensees, the right at any and all reasonable times, and any and all places to temporarily enter upon said PREMISES for inspection or other lawful STATE purposes.

XII.

ENVIRONMENTAL LAWS AND REGULATIONS

LICENSEE must comply with all applicable local, State or Federal environmental

provisions, requirements, ordinances, regulations or laws. AGREEMENT does not constitute any form of authorization, permit, or opinion with respect to the satisfaction thereof. LICENSEE agrees that it shall comply with all laws, federal, state, or local, existing during the term of this license pertaining to the use, storage, transportation, and disposal of any hazardous substance as that term is defined in such applicable law.

1. In the event STATE or any of its affiliates, successors, principals, employees, or agents should incur any liability, cost, or expense, including attorney's fees and costs, as a result of the LICENSEE'S illegal use, storage, transportation, or disposal of any hazardous substance, including any petroleum derivative, the LICENSEE shall indemnify, defend, and hold harmless any of these individuals against such liability.
2. Where the LICENSEE is found to be in breach of this Paragraph due to the issuance of a government order directing the LICENSEE to cease and desist any illegal action in connection with a hazardous substance, or to remediate a contaminated condition caused by the LICENSEE or any person acting under LICENSEE'S direct control and authority, LICENSEE shall be responsible for all costs and expenses of complying with such order, including any and all expenses imposed on or incurred by STATE in connection with or in response to such government order.

XIII.

DEFAULT

LICENSEE shall make all required payments to the STATE without deduction, default or delay. In the event of the failure of LICENSEE to do so, or in the event of a breach of any of the other terms, covenants or conditions herein contained on the part of LICENSEE to be kept and performed, and if such default continues for a period of thirty (30) days after receipt of written notice from STATE to LICENSEE of such default, this License may, at the STATE'S sole discretion, be terminated.

In the event of termination of this License, it shall be lawful for STATE to reenter into and upon the PREMISES and every part thereof and to remove and store at LICENSEE's expense all property therefrom and to repossess and occupy the PREMISES. In the event STATE terminates this License pursuant to this Paragraph, the STATE shall not be required to pay LICENSEE any sum or sums whatsoever.

XIV.

SERVICE ANIMALS

Service Animal Defined by Title II and Title III of the ADA: (from the ADA National Network)

Under Title II and III of the ADA, service animals are **limited to dogs** individually trained to do work or perform tasks for the benefit of an individual with a disability, including a physical, sensory, psychiatric, intellectual, or other mental disability.

Emotional support animals, comfort animals, and therapy dogs are not service animals under Title II and Title III of the ADA. Other species of animals, whether wild or domestic, trained or untrained, are not considered service animals either. The work or tasks performed by a service animal must be directly related to the individual's disability. A doctor's letter does not turn an animal into a service animal.

Examples of animals fitting the ADA's definition of "service animal" because they have been **specifically trained to perform a task for the person with a disability**:

Guide Dog or Seeing Eye® Dog¹ is a carefully trained dog that serves as a travel tool for persons who have severe visual impairments or are blind.

Hearing or Signal Dog is a dog that has been trained to alert a person who has a significant hearing loss or is deaf when a sound occurs, such as a knock on the door.

Psychiatric Service Dog is a dog that has been trained to perform tasks that assist individuals with disabilities to detect the onset of psychiatric episodes and lessen their effects.

SigDOG (sensory signal dogs or social signal dog) is a dog trained to assist a person with autism. The dog alerts the handler to distracting repetitive movements common among those with autism, allowing the person to stop the movement (e.g., hand flapping).

Seizure Response Dog is a dog trained to assist a person with a seizure disorder. The dog may stand guard over the person during a seizure or the dog may go for help. A few dogs have learned to predict a seizure and warn the person in advance to sit down or move to a safe place.

While Emotional Support Animals or Comfort Animals are often used as part of a medical treatment plan as therapy animals, **they are not considered service animals under the ADA**. These support animals provide companionship, relieve loneliness, and sometimes help with depression, anxiety, and certain phobias, but do not have special training to perform tasks that assist people with disabilities and are not covered by federal laws protecting the use of service animals.

A public facility is not allowed to ask for documentation or proof a dog has been certified, trained, or licensed as a service animal. Staff on site may ask the following questions:

1. Is the dog a service animal required because of a disability?
2. What work or task has the dog been trained to perform?

No further questions should be asked regarding the disability or the animal, nor is it permissible to ask that the dog perform the task that grants it to be a service animal.

CONCURRENCE

FOR THE ADJUTANT GENERAL



CITY OF PORTERVILLE

DATE: _____

DATE: 05/17/2023



FEMA

4699-DR-CA Amendment 006



English

Notice Date	July 10, 2023
--------------------	---------------

Billing Code 9111-23-P

DEPARTMENT OF HOMELAND SECURITY

Federal Emergency Management Agency

[Internal Agency Docket No. FEMA-4699-DR]

[Docket ID FEMA-2023-0001]

California; Amendment No. 6 to Notice of a Major Disaster Declaration

AGENCY: Federal Emergency Management Agency, DHS.

ACTION: Notice.

SUMMARY: This notice amends the notice of a major disaster declaration for the State of California (FEMA-4699-DR), dated April 3, 2023, and related determinations.

DATE: This amendment was issued July 14, 2023.

FOR FURTHER INFORMATION CONTACT: Dean Webster, Office of Response and Recovery, Federal Emergency Management Agency, 500 C Street, SW, Washington, DC 20472, (202) 646-2833.

SUPPLEMENTARY INFORMATION: Notice is hereby given that the incident period for this disaster is closed effective July 10, 2023.

The following Catalog of Federal Domestic Assistance Numbers (CFDA) are to be used for reporting and drawing funds: 97.030, Community Disaster Loans; 97.031, Cora Brown Fund; 97.032, Crisis Counseling; 97.033, Disaster Legal Services; 97.034, Disaster Unemployment Assistance (DUA); 97.046, Fire Management Assistance Grant; 97.048, Disaster Housing Assistance to Individuals and Households In Presidentially Declared Disaster Areas; 97.049, Presidentially Declared Disaster Assistance - Disaster Housing Operations for Individuals and Households; 97.050, Presidentially Declared Disaster Assistance to Individuals and Households - Other Needs; 97.036, Disaster Grants - Public Assistance (Presidentially Declared Disasters); 97.039, Hazard Mitigation Grant.

/s/

Deanne Criswell,

Administrator,

Federal Emergency Management Agency.

Last updated July 14, 2023

[Return to top](#)

Disasters & Assistance

Grants

Floods & Maps

Emergency Management

About

Work With Us



FEMA

[Contact FEMA](#)



FEMA.gov

An official website of the U.S. Department of Homeland Security

[Accessibility](#)

[Accountability](#)

[Careers](#)

[Civil Rights](#)

[Contact Us](#)

[FOIA](#)

[Glossary](#)

[No FEAR Act](#)

[Plug-Ins](#)

[Privacy](#)

[Report Disaster Fraud](#)

[Website Information](#)

[DHS.gov](#)

[USA.gov](#)

[Inspector General](#)

**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.

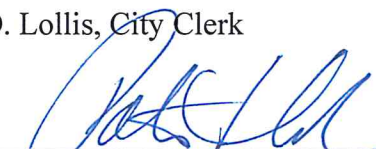
PASSED, APPROVED AND ADOPTED this 4th day of April, 2023.



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)

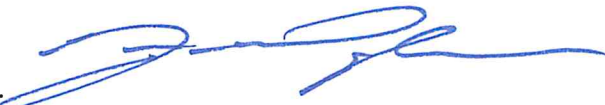
I, JOHN D. LOLLIS, the duly appointed City Clerk of the City of Porterville do hereby certify and declare that the foregoing is a full, true and correct copy of the resolution passed and adopted by the Council of the City of Porterville at a meeting of the Porterville City Council duly called and held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

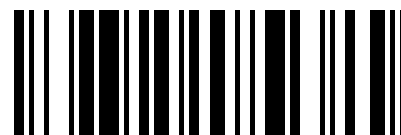
By: 
Fernando Gabriel-Moraga, Deputy City Clerk

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

A Regal Portable Restroom Experience

DATE: _____

INVOICE # 04-12-2023

FOR:

BILL TO: Portable Restrooms

Donnie Moore

dmoore@ci.porterville.ca.us

(559) 782-7539

1452 N. Vasco Road #101

Livermore, Ca 94551

Phone: 877.922.9980

Fax:(925) 337-8878

Cage Code 5HJ93

DESCRIPTION	T	AMOUNT
1 Single ADA Shower/Restroom Combo	t	\$4,250.00
1 Three Stall Shower/Restroom Combo	t	\$4,850.00
Delivery	t	\$100.00
Installation and Removal		\$2,500.00
Before/After Hours or Same Day Services		\$600.00

Due upon receipt-----For Royal Restrooms of California [W9 Click here.](#)

Make all checks payable to Royal Restrooms of California. If payment is not received per terms of agreement signed, applicable late fees will be applied. If you have any questions concerning this invoice, call Us at 877-922-9980 california@royalrestroomscs.com

THANK YOU FOR YOUR BUSINESS!

TAXABLE SUBTOTAL	\$9,200.00
TAX RATE	9.250%
SALES TAX	\$851.00
NON TAXABLE SUBTOTAL	\$3,100.00
TOTAL	\$13,151.00



INVOICE

24/7 Emergency 800-742-7246
www.rainforrent.com

Rain For Rent
Bakersfield
4001 State Rd
Bakersfield CA 93308
United States
661-399-1724

Your sales person	REMIT PAYMENTS TO:
JESSE PINTOR	Rain for Rent RAIN FOR RENT FILE 52541 LOS ANGELES, CA 90074-2541

CONTRACT # 1169502 CUSTOMER CITY OF PORTERVILLE CUSTOMER # 112354 NAME CITY OF PORTERVILLE ADDRESS 291 N MAIN ST PORTERVILLE CA 93257 PHONE	INVOICE# 1854595	INVOICE DATE 3/30/2023	PO or JOB# 23-22734	PAYMENT DUE 4/29/2023
PLEASE PAY				\$77,396.67
SHIPPED TO JOBSITE:				
NAME CITY OF PORTERVILLE ADDRESS Corporation Yard 555 N Prospect St Porterville CA 93257 PHONE				

Notes:

Requested by: Michael Knight
PO Number: 23-22734

QTY	UOM	DESCRIPTION	PRODUCT #	STATUS	DATE OUT	BILLED THRU	DAYS BILLED	PRICE	AMOUNT	TAXABLE
1.00	EA	Pump BA150E D285 Tlr Mt Diesel Eng Hatz 4H50TIC	1022734		SALES		0.00	\$65,685.06	\$65,685.06	Y
1.00	EA	Shipping/Handling Freight	M240			SERVICES	0.00	\$5,158.57	\$5,158.57	Y

TOTAL SALES:	\$65,685.06
TOTAL RENTALS:	\$0.00
TOTAL SERVICES:	\$5,158.57
TOTAL OTHER:	\$0.00
SUBTOTAL:	\$70,843.63
TAX:	\$6,553.04

TOTAL:	\$77,396.67
---------------	--------------------

FOR PROPER CREDIT, PLEASE INCLUDE INVOICE NUMBER ON YOUR PAYMENT.
PAST DUE AMOUNTS ARE SUBJECT TO A SERVICE CHARGE OF 1.50%
CUSTOMER, (RENTEE OR BUYER as context requires), shall be deemed to accept
all terms, conditions and provisions hereof upon execution of this agreement;
ordering; or delivery of equipment to customer, whichever comes first.

PAYMENT TERMS: NET 30

SIGNATURE: _____ DATE: _____

Mike Clark Trucking
19385 Avenue 144
Porterville, CA 93257 US
+1 5597845486
mct3desk1@yahoo.com



INVOICE

BILL TO

City of Porterville
Street Superintendent, Field
Service Div.
555 N. Prospect
Porterville, Ca 93257

INVOICE # 2637**DATE** 03/23/2023**DUE DATE** 04/25/2023**TERMS** Net 30

DATE	FREIGHT	ACTIVITY	FREIGHT BILL	RATE	AMOUNT
03/23/2023	8.80	Super 10	7383117 - Luque	120.00	1,056.00
03/23/2023	9.70	Super 10	7383219 - Luque	120.00	1,164.00
03/23/2023	9.70	Super 10	7383046 - Luque	120.00	1,164.00
03/23/2023	9.80	Super 10	8432857 - Luque	120.00	1,176.00
03/23/2023	7.30	Super 10	9281272 - Luque	120.00	876.00

Thank you for your business!

SUBTOTAL	5,436.00
TAX	0.00
TOTAL	5,436.00
BALANCE DUE	\$5,436.00

A finance charge of 1.5% monthly/18% annually will be charged on accounts over 30 days past due. In the event a suit is brought to enforce collection, the customer shall be liable for responsible attorneys fees and costs of the suit.



Name of person in charge: Amy Greybehl

Event Date: Start 5/5/23 month to month Price Per Guard: _____

Event Time: 8pm-8am How many guests: open

(Overtime is billed at \$35 per hour) _____ Invite Only: Y/N

Event Location: 29 ~~44~~ Plano St

City: Porterville State: CA

Zip: 93257 Special Instructions/ Directions for Event:

2 guards, check-in Guest by 8pm, lock gates, lights off by 10pm.

Balance Due for guaranteed hours \$: 18,000 - updated

Third Party Information- Please Print Clearly

Financially Responsible Party (Client):

City of Porterville - Army National Guard

Clients Contact Phone

Number: 559-782-7521

Client Email

Address: agreybehl@ci.porterville.ca.us

Clients Home

Address: City

City: Porterville State: CA Zip: 93257

Wedding/Prom/ Anniversary? Other: _____

Payment Information:

The parties have read all pages of this Agreement & the attached Terms and Conditions, agree to all its terms, and acknowledge receipt of a complete copy of the Agreement and Terms & Conditions. Each person signing as the Client below shall be responsible for ensuring that full payment is made as stated in this document. Client agrees that a 30% non-refundable retainer will be due immediately to reserve date and time as listed on contract.

Venmo: _____ @Chris-Morton-80 Zelle: _____ (559)756-4570

Cashapp: _____ \$maddym90 Check: X* Cash: _____

*Payment to be issued upon completion of a City of Porterville Business License Application

Client Initials: AG

Date: 5/5/23

You are a valued customer of Topknotch Security INC, and we want you to enjoy our guards' services. To ensure that the integrity of our officers is maintained for you and all of our customers, the following Terms & Conditions apply to all services provided by Topknotch Security INC, under all circumstances and without exception.

The purchaser (client) on the front of this contract is 100% responsible for his or her guests.

Topknotch Security INC will strictly enforce State and Federal Laws and will maintain a zero-tolerance compliance policy that no alcoholic beverages can be consumed or used by any person not of legal drinking age. All U.S. law enforcement agencies have absolute power to stop any event for administrative search. If contraband is found, even in negligible quantities without the officers knowledge, they can seize and forfeit the contraband to a local government agency. All law enforcement agencies are aggressively enforcing this policy.

Topknotch Security INC will not be responsible for injuries that may occur due to fighting while the event is ongoing. Topknotch Security INC will do their best to defuse any situation verbally, if Topknotch Security INC feels as if our officers cannot control the situation, we will be forced to contact the local law enforcement.

At the officer's discretion, the Client agrees to be fully liable for any damages / charges that may be incurred.

The Client accepts full responsibility for any and all damage, and for any loss of income due to negligence or carelessness caused by any member of the client's group at any time during the event. The Client authorizes Topknotch Security INC to charge for the expenses regardless of and in addition to any prior agreements or understandings. These charges are necessary due to the high cost of insurance, health insurance, uniforms, and due to the revenue and time lost during the time that the officer cannot work.

Please initial here to acknowledge the charges should any damages occur. AG

- Topknotch Security INC recommends that all and any personal valuables be removed from the vehicle when unattended. We will not be held responsible for any lost, stolen, or damaged articles.

- Topknotch Security INC reserves the right to terminate this or any other contract for noncompliance of the above requests, especially if responsible party does not follow Topknotch Security INC, requests to obey the rules in this contract.

Any deposits (cash, checks or course of payment) will be non-refundable for any reason, if any cancellation occurs from the responsible party's side. If for any reason the local law enforcements shuts the event down for any reasons, payment is non-refundable. The open balance is due immediately the day before the agreed job. The renter authorizes the immediate 30% non-refundable retainer & the final payment, states that she/he is the authorized purchaser for this rental contract, the authorized party for the given payment, responsible and liable for payment of the total amount, per cash or other payments. As with all contracts, the rental contract between the mentioned person as renter (Client) and Topknotch Security INC is made with the information and the terms given to us. I am satisfied with the terms and conditions above and fully understand and agree to everything stated in the contract.

Client Initials: AG Date 5/5/23

All of the given information from the Client is binding and cannot be changed without Topknotch Security INC acceptance. If the contract is cancelled after it is signed, Topknotch Security INC is still authorized to collect the remaining balance in full, if the officers does not go out again on the cancelled date for the same or higher amount. We will reserve the set date upon the approval of the purchaser's preferred payment as per telephone conversation. The responsible party gives authorization to use the payment information over the phone / fax / Internet in combination with a signed contract. It is agreed that it is not necessary to obtain a signed slip, as the reservation is made over the phone / fax / Internet. Proof of identity of the purchaser using said credit card must be supported by the signed contract or in person. At time of event we need the full payment, state identification of the purchaser that authorizes the transaction for the signed contract. If the purchaser cannot provide all of the above items at the time of event, Topknotch Security INC will not start the job, as we have no proof of the legal possession of payment. Therefore the risk of not getting paid will give us the right to cancel. The purchaser is still fully responsible to pay the total amount as he failed to provide the above requirements.

Topknotch Security INC cannot guarantee the availability of overtime. It is of particular importance that the purchaser makes allowances for anticipated delays and adheres to the agreed time schedule. In the event that the purchaser wants to change the time of the itinerary, they may do so, only if Topknotch Security INC can accommodate other clients that booked with Topknotch Security INC prior to or after the said time. The purchaser further agrees to pay additional charges incurred such as overtime and or more officers. The overtime will be billed by hourly rate at \$35.00 per hour, unless negotiated otherwise. If customer fails to cancel at the last minute, the full amount of contracted time will be charged.

The purchaser authorizes Topknotch Security INC to charge any additional charges after they have rendered services to the purchasers' as supplemental charge. If cash payment is selected, the payment is due no later than the close of the next business day in full. Customer agrees to have Topknotch Security INC get an authorization for the above course of payment and amount, for the event stated above.

If any payment due hereunder is unpaid (10) ten days after the due date, hereon Topknotch Security INC will have the right to add and collect late charges with interest at the maximum rate allowed by law. All such sums are due and owing with any other expenses, (filing fees, court cost, and reasonable attorney fees, etc.)

I fully understand and agree to everything stated in the contract and the Terms & Conditions. If, for any reasons, I am not fully satisfied with the services I receive, I have 24 hours after the completion of the job to file a complaint in writing. If Topknotch Security INC, does not receive my written complaint in the above stated timeframe, I agree that there is no valid complaint, and I am fully satisfied with the services I received. Filing a written complaint insures both parties that it is fully understood what the problem was and will help Topknotch Security INC to assist the responsible parties in any kind of resolution to the complaint. The purchaser will be contacted within a week of the complaint to settle the matter. I understand that this is a separate case from the main contract and therefore have no dispute in general against Topknotch Security INC and the payment I authorized.

Since Topknotch Security INC offers high-tech-equipment, sometimes heat and excessive use of all power-operated equipment might be subject to having more breaks for our officers. This will, of course, not interfere with the safety of the party itself and therefore will have no effect on continuing or paying of the contracted event. Topknotch Security INC guarantees that all our officers are constantly trained to keep the highest possible standards and eliminate such failures as much as possible. We have the right to add more officers in case of emergency or the event is getting bigger than contracted. As stated, this will only happen in emergencies, and to upgrade, never downgrade. If the upgrade is needed, Topknotch Security INC gives the customer the right to downsize the event and receive additional charges. Additional charges will occur on the customer's side if an upgrade is made. Topknotch Security INC will notify the responsible party if more officers and hours are needed, as well as how much more the cost will be.

If any of our above guarantees or contracted terms cannot be met due to conditions outside of our control, including weather, accidents, and any other acts of incidents, we will use our best efforts to notify the customer of these conditions and resulting delays or changes.

I am satisfied with the terms and conditions above and fully understand and agree to everything stated in the contract and the Terms & Conditions.

Client Signature Amy Graybehl Date 5/5/23
Topknotch Security Representative Signature Madeline 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
Wednesday, June 12, 2024	25	0	8
Thursday, June 13, 2024	30	0	10
Friday, June 14, 2024	39	0	10
Saturday, June 15, 2024	34	0	8
Sunday, June 16, 2024	34	0	8
Monday, June 17, 2024	32	0	9
Tuesday, June 18, 2024	34	0	10
Wednesday, June 19, 2024	33	0	9
Thursday, June 20, 2024	33	0	11
Friday, June 21, 2024	30	0	9
Saturday, June 22, 2024	27	0	8
Sunday, June 23, 2024	33	0	10
Monday, June 24, 2024	16	0	7
Tuesday, June 25, 2024	20	0	7
Wednesday, June 26, 2024	30	0	9
Thursday, June 27, 2024	30	0	9
Friday, June 28, 2024	33	0	10
Saturday, June 29, 2024	34	0	10
Sunday, June 30, 2024	34	0	10
Monday, July 1, 2024	30	0	10
Tuesday, July 2, 2024	35	0	11
Wednesday, July 3, 2024	27	0	9
Thursday, July 4, 2024	27	0	9
Friday, July 5, 2024	30	0	9
Saturday, July 6, 2024	29	0	9
Sunday, July 7, 2024	32	0	10

Monday, July 8, 2024	36	0	11
Tuesday, July 9, 2024	34	0	10
Wednesday, July 10, 2024	35	0	9
Thursday, July 11, 2024	35	0	9
Friday, July 12, 2024	26	0	8
Saturday, July 13, 2024	31	0	9
Sunday, July 14, 2024	35	0	10
Monday, July 15, 2024	36	0	11
Tuesday, July 16, 2024	33	0	10
Wednesday, July 17, 2024	29	0	9
Thursday, July 18, 2024	19	0	7
Friday, July 19, 2024	20	0	7
Saturday, July 20, 2024	22	0	8
Sunday, July 21, 2024	22	0	8
Monday, July 22, 2024	24	0	8
Tuesday, July 23, 2024	26	0	8
Wednesday, July 24, 2024	23	0	7
Thursday, July 25, 2024	24	0	8
Friday, July 26, 2024	22	0	7
Saturday, July 27, 2024	22	0	7
Sunday, July 28, 2024	23	0	7
Monday, July 29, 2024	23	0	7
Tuesday, July 30, 2024	21	0	7
Wednesday, July 31, 2024	21	0	7
Thursday, August 1, 2024	20	0	7
Friday, August 2, 2024	22	0	7
Saturday, August 3, 2024	18	0	7
Sunday, August 4, 2024	21	0	7
Monday, August 5, 2024	20	0	7

Tuesday, August 6, 2024	22	0	5
Wednesday, August 7, 2024	25	0	6
Thursday, August 8, 2024	25	0	8
Friday, August 9, 2024	20	0	4
Saturday, August 10, 2024	16	0	4
Sunday, August 11, 2024	23	0	5
Monday, August 12, 2024	31	0	7
Tuesday, August 13, 2024	23	0	5
Wednesday, August 14, 2024	24	0	4
Thursday, August 15, 2024	20	0	3
Friday, August 16, 2024	18	0	3
Saturday, August 17, 2024	23	0	4
Sunday, August 18, 2024	23	0	3
Monday, August 19, 2024	21	0	4
Tuesday, August 20, 2024	24	0	3
Wednesday, August 21, 2024	23	0	3
Thursday, August 22, 2024	24	0	3
Friday, August 23, 2024	29	0	3
Saturday, August 24, 2024	18	0	2
Sunday, August 25, 2024	30	0	3
Monday, August 26, 2024	16	0	2
Tuesday, August 27, 2024	21	0	3
Wednesday, August 28, 2024	23	0	2
Thursday, August 29, 2024	24	0	3
Friday, August 30, 2024	23	0	3
Saturday, August 31, 2024	27	0	2
Sunday, September 1, 2024	27	0	3
Monday, September 2, 2024	27	0	2
Tuesday, September 3, 2024	21	0	3

Wednesday, September 4, 2024	22	0	3
Thursday, September 5, 2024	27	0	3
Friday, September 6, 2024	33	0	4
Saturday, September 7, 2024	37	0	4
Sunday, September 8, 2024	28	0	3
Monday, September 9, 2024	32	0	4
Tuesday, September 10, 2024	33	0	3



CITY COUNCIL AGENDA – SEPTEMBER 17, 2024

SUBJECT: Public hearing on the Public Health & Safety Element Update and Adoption of the Environmental Justice Element for the Porterville 2030 General Plan

SOURCE: Community Development

BACKGROUND: State law requires that each municipality prepare a general plan, defined as a “comprehensive, long-term general plan for the physical development of the county or city, and any land outside its boundaries which in the planning agency’s judgment bears relation to its planning.” In 2008, the City of Porterville adopted the Porterville 2030 General Plan, an update to its previously adopted General Plan. The update brought the General Plan into legislative compliance at that time and added optional elements for Economic Development, Parks, Schools, Community Facilities, and Public Utilities. The 2030 General Plan contains the following components: Land Use; Economic Development; Circulation; Parks, Schools & Community Facilities; Open Space & Conservation; Public Health & Safety; Public Utilities; Noise; and Housing. These elements in the General Plan contain policies and programs designed to provide decision-makers and staff with a solid foundation for land use and development decisions. The City of Porterville’s Housing Element is published separately and updated on a different timeline in coordination with the Tulare County Association of Governments and other local jurisdictions.

COMMENT: The City is completing a focused update to bring the Porterville 2030 General Plan into compliance with more recent State legislation, including new requirements for the Public Health & Safety Element and establishing an Environmental Justice Element. The update does not include changes to planned land uses or the overarching General Plan vision and goals.

The purpose of the current Public Health & Safety Element is to identify the natural and man-made public health and safety concerns that exist within the City and to establish preventative and responsive policies and programs to mitigate their potential impacts. The updated Public Health & Safety Element addresses additional legislative requirements related to fire risk, flooding, climate adaptation and resiliency. Many of these requirements are addressed in the 2023 Tulare County Multi-Jurisdictional Local Hazard Mitigation Plan, referenced in the updated element.

Environmental justice is the idea that specific communities face a disproportionate burden of environmental health hazards. Adopted in 2016, SB

1000, also called the *Planning for Healthy Communities Act*, requires communities that meet certain thresholds to address health considerations in their General Plan, either through the inclusion of an environmental justice element or in policies throughout the Plan. CalEnviroScreen is an environmental justice mapping tool that identifies areas that are most affected by multiple forms of pollution, as well as socioeconomic factors. The screening methodology is used to help identify California communities that are disproportionately burdened by pollution and environmental concerns. Based on the CalEnviroScreen 4.0, Porterville is considered a disadvantaged community and therefore, the City of Porterville is required to include environmental justice policies in the General Plan to comply with SB 1000. Adopting an Environmental Justice Element in the Porterville 2030 General Plan addresses any unique health risks in Porterville by addressing the following topics: Pollution Exposure and Air Quality, Public Facilities Access, Food Access, Safe and Sanitary Homes, Physical Activity, and Community Engagement.

ANALYSIS:

The City of Porterville processed a Request for Proposal (RFP) for qualified consultants which opened on April 18, 2023, and closed on May 22, 2023. Provost and Prichard Consulting Group was selected as the “project team” through the RFP process.

A kickoff meeting was held on September 13, 2023, by Provost & Prichard Consulting Group and city staff, who identified the project objectives.

The first major deliverables for the project were policy reviews discussing existing conditions and legislative requirements related to public health and safety and environmental justice. The Health & Safety Element Policy Review discussed legislative requirements related to climate adaptation, fire risk, flooding, and military readiness. The document also reviewed existing city and regional plans and policies that relate to public health and safety to determine what additional information was required in the updated Public Health & Safety Element. Similarly, the Environmental Justice Policy Review considered existing city and regional plans and policies related to disadvantaged communities, including disadvantaged unincorporated communities. It recommended policy topics for the new Environmental Justice Element. A public workshop was held on February 6, 2024, to discuss the findings of the policy reviews and confirm the approach to the policy drafting phase.

Following the February public workshop, the project team drafted an updated Public Health & Safety Element and an Environmental Justice Element based on the findings of the relevant policy reviews. The City Council held a second public workshop on July 16, 2024, which outlined the proposed Environmental Justice Element and proposed updates to the Public Health & Safety Element.

The Tribal Consultation Notification letters required by SB18 were sent out on May 10, 2024, and the 90-day consultation period ended on August 7, 2024. No requests for consultation were received.

The 45-day public review period of the updated Public Health & Safety Element and the new Environmental Justice Element began on July 12, 2024, and closed on August 26, 2024. The City received no comments during that time. The project team created a project website to share progress updates and important documents with the community. The policy reviews and public review draft elements were posted on the City's Website: https://www.ci.porterville.ca.us/departments/community_development/general_lan_update.php

ENVIRONMENTAL REVIEW: Under the California Environmental Quality Act (CEQA) Guidelines Section 15183(a), projects which are consistent with the development density established by existing zoning, community plan, or general plan policies for which an EIR was certified shall not require additional environmental review, except as might be necessary to examine whether there are project-specific significant effects which are peculiar to the project or its site. The project does not propose amendments to the land use map or to the density or intensity standards of the Porterville 2030 General Plan, for which the Porterville 2030 General Plan Final Environmental Impact Report (SCH No. 2006011033) was certified in March 2008. Furthermore, because the project does not propose any ground-disturbing activities, there would be no potential for site-specific impacts to occur as a result of the project. The project is exempt from further environmental analysis pursuant to CEQA Guidelines Section 15183(a). The City will file a Notice of Determination (NOD) following approval of the project.

RECOMMENDATION: That the City Council:

1. Hold a public hearing to receive comments on the Public Health & Safety Element Update and adoption of the Environmental Justice Element for the Porterville 2030 General Plan; and
2. Adopt the Draft Resolution, amending the General Plan to reflect the Public Health and Safety Element Update and adopt the new Environmental Justice Element as part of the Porterville 2030 General Plan.

ATTACHMENTS:

1. Draft Resolution
2. Draft Update Public Health & Safety Element
3. Draft Environmental Justice Element

Appropriated/Funded:

Review By:

Department Director:
Claudia Calderon, Community Development Director

Final Approver: Patrice Hildreth, City Manager

RESOLUTION NO. ____-2024

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE
UPDATING THE PUBLIC HEALTH & SAFETY ELEMENT AND ADOPTING THE
ENVIRONMENTAL JUSTICE ELEMENT OF THE GENERAL PLAN**

WHEREAS the City of Porterville initiated a focused update to the Porterville 2030 General Plan to address recent legislative requirements affecting general plans, including Senate Bill (SB) 379 and SB 1000, among others; and

WHEREAS the focused updates to the 2030 Porterville General Plan required updates to the Public Health & Safety Element and the preparation of a new Environmental Justice Element; and

WHEREAS the Public Health & Safety Element is a component of the City's General Plan, and contains the City's goals, policies, and strategic plan for addressing natural and man-made health and safety concerns; and

WHEREAS the Environmental Justice Element is a component of the City's General Plan, and contains the City's goals, policies and strategic plan for addressing disproportionate effects of environmental health burdens; and

WHEREAS the City issued Tribal Consultation Notification letters as required by SB 18 on May 10, 2024 to initiate the 90-day consultation period, which ended on August 7, 2024; and

WHEREAS no request for tribal consultations were received; and

WHEREAS the City prepared a draft Public Health & Safety Element and a draft Environmental Justice Element reflecting current legislative requirements; and

WHEREAS the draft Public Health & Safety Element and draft Environmental Justice Element were made available to the public on July 12, 2024 for a 45-day public review period ending on August 26, 2024; and

WHEREAS a public workshop was held on July 16, 2024 to receive comments from the public regarding the draft elements; and

WHEREAS no public comments were received during the public comment period; and

WHEREAS at the meeting of September 17, 2024, the City Council of the City of Porterville held a public hearing, which was duly noticed in the Porterville Recorder on September 6, 2024, and public comment was heard and considered in regards to the adoption of the draft Public Health & Safety Element and draft Environmental Justice Element; and

WHEREAS the City Council made the following findings relative to the Public Health & Safety Element and Environmental Justice Element:

1. That the draft elements comply with all relevant statutory requirements relative to health and safety and environmental justice planning at the time of adoption.
2. That the draft elements are consistent with other general plan elements and community goals.
3. That the public and other agencies were invited to participate in the process of updating the Public Health & Safety Element and drafting the Environmental Justice Element. Public workshops were held on February 6, 2024 and July 16, 2024 and a public hearing was held on September 17, 2024 during the City Council meeting. Further, relevant documents were made available on the project website. Project updates were also provided through social media postings, project flyers, and an email newsletter.

WHEREAS the project does not propose amendments to the land use map or to the density or intensity standards of the Porterville 2030 General for which the Porterville 2030 General Plan Final Environmental Impact Report (SCH No. 2006011033) was certified in March 2008. Furthermore, the project does not propose any ground disturbing activities; and

WHEREAS the project does not require additional environmental review under the California Environmental Quality Act (CEQA) Guidelines Section 15183(a) stating that projects which are consistent with the development density established by existing zoning, community plan, or general plan policies for which an EIR was certified shall not require additional environmental review.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Porterville does hereby approve the update to the Public Health & Safety element, which is incorporated hereto as Exhibit A, and adopt the Environmental Justice element, which is incorporated hereto as Exhibit B, and authorize the filing of a Notice of Determination (NOD) for the project.

PASSED, APPROVED AND ADOPTED this 17th day of September, 2024.

Martha A. Flores, Mayor

ATTEST:
Patrice Hildreth, City Clerk

BY _____
Fernando Gabriel-Moraga,
Acting Deputy City Clerk

7

Public Health & Safety

The purpose of the Public Health & Safety Element is to identify the natural and man-made public health and safety hazards that exist within the City, and to establish preventative and responsive policies and programs to mitigate their potential impacts. This Element addresses geologic hazards, wildfire hazards, hazardous materials, flood hazards, and safety services. It also includes policies on natural hazards mitigation planning, which respond to the Federal Disaster Mitigation Act of 2000 and the Federal Emergency Management Agency's implementing regulations. Airport safety is addressed in the Land Use, Circulation, and Noise Elements.

Public health and safety was re-evaluated by the City in 2024 through the Health and Safety Element Policy Review process. This review analyzed new safety hazards in Porterville, as well as new planning documents including the 2023 Tulare County Multi-Jurisdictional Local Hazard Mitigation Plan, to determine if additional policies were needed to adequately address safety concerns in the City. The policy review has been included in the General Plan as Attachment 1. The 2023 Tulare County Multi-Jurisdictional Local Hazard Mitigation Plan (LHMP) is also included in the General Plan as Attachment 2. The analysis completed in the policy review and LHMP, as well as the policies identified and included through those processes, meet the requirements of Senate Bill (SB) 379, SB 1241, and SB 5. At this time, updated information related to dates and project status was also added as footnotes to the original element text.

7.1 SEISMIC & GEOLOGIC HAZARDS

Geologic and soils hazards include steep slopes and landslides, subsidence, expansive soils, and soils with naturally-occurring asbestos. Geologic and soil hazards were studied as part of the original analysis completed for the 2030 General Plan in 2008. These hazards are shown on figures 7-1 and 7-2. Additional information on soils and erosion within the Planning Area is in Open Space & Conservation Element. Seismic hazards related to earthquakes include ground

shaking and ground failures, such as liquefaction, lateral spreading, ground lurching, seiches, mudslides, landslides, and soil slumping.

GEOLOGY & SOILS

The valley floor is mostly composed of consolidated alluvial deposits which can be soft near the river and other waterways and firm in the downtown, north and northeast areas as a transition to the granitic bedrock deposits in the foothills. The Porterville Planning Area contains a wide variety of soil types which have a significant bearing on land planning and development. Porterville Clay is the most prominent soil type located within the Planning Area, comprising approximately 18 percent of the Planning Area. The City Code Building Regulations (Chapter 7, Article XIII) require a preliminary soil report for every new subdivision.

Steep Slopes and Landslides

The majority of the urban area is at elevations between 400 and 800 feet. However, the eastern portion of the Planning Area is in the Sierra Nevada foothills where elevations reach almost 1,800 feet above sea level. Slopes can be greater than 30 percent grade. Development which occurs on slopes greater than 25 percent exacerbates soil erosion, risk of landslides and wildland fires, as well as impacting the visual aesthetics of the area. Figure 7-1 shows the steep slopes in the Planning Area.

Areas with fractured and steep slopes, where less consolidated or weathered soils overlie bedrock, have a higher risk of landslides. The California Geological Survey determined that no areas in Tulare County are at risk for catastrophic failure due to landslides.

The City is adopting a Hillside Development Ordinance which includes development, design and landscape standards for the Hillside Development Zone.¹ The Ordinance will limit the number of housing units allowed per acre in sloped areas in order to protect the public health, safety and welfare; protect and preserve natural and biological resources for the long-term benefit of Porterville and the broader community.

Contents Expansive Soils

Expansive soils have the potential to shrink or swell significantly with changes in moisture content, which can limit the development capacity of an area. The type and amount of the silt and clay content in the soil will determine the amount of shrink or swell associated with the various levels of water content. Soils comprised of sand and gravel are not expansive soils.

Expansive soils are most likely to be found in basins and basin rims. Any structure located on expansive soils can be significantly damaged should the soil suddenly shrink or swell. Structural damage may result over a long period of time, usually from inadequate soils and foundation engineering or the placement of structures directly on expansive soils. Construction in areas of expansive soils may require major sub-excavation and replacement of existing materials with more stable soils.

¹ [Development standards for the Hillside Overlay District were added to the Zoning Ordinance through Ordinance 1801, approved on December 3, 2013, which became effective on January 3, 2014.](#)

As shown in Figure 7-1 the eastern portion of the Planning Area contains clay soils with high expansion potential. Table 7-1 summarizes the distribution of soil expansion potential for the Planning Area as a whole.

Table 7-1: Expansive Soils

<i>Soil Expansion Potential</i>	<i>Total Acres</i>	<i>Percent of Total</i>
High	13,722	38%
Moderate	349	1%
Low	17,563	48%
Data Unavailable ¹	4,707	13%
Total	36,283	100.0%

¹ Includes water, riverwash, rock outcrops, pits and dumps

Source: Environmental Science Associates, 2005.

Subsidence

Subsidence occurs when a large portion of land is displaced vertically, usually due to the withdrawal of groundwater, oil, or natural gas. Soils that are particularly subject to subsidence include those with high silt or clay content. Some areas in the Central Valley have subsided more than 20 feet during the past 50 years.¹ Subsidence may occur in the Planning Area, particularly in areas with high clay content soils or due to groundwater withdrawal.

Naturally-Occurring Asbestos

Asbestos is a term used for several types of naturally-occurring fibrous minerals found in serpentine rock, and its parent material, ultramafic rock. These rock types are abundant in the Sierra foothills. Naturally-occurring asbestos (NOA) has been identified in Tulare County and ultramafic rocks have been generally mapped in the Porterville area.^{2,3} Figure 7-2 illustrates areas more likely to contain natural occurrences of asbestos.

Asbestos may be released from ultramafic and serpentine rock when it is broken or crushed. This can happen when land is graded for building or agriculture purposes, at quarrying operations, or when the soil is disturbed by other activities such as the digging of fire suppression trenches. It is also released naturally through weathering and erosion. Once released from the rock, asbestos can become airborne and may stay in the air for long periods of time. Airborne asbestos is classified as a human carcinogen. Exposure to asbestos can result in health ailments, such as lung cancer, mesothelioma (cancer of the linings of the lungs and abdomen), and asbestosis (scarring of lung tissues that results in constricted breathing).⁴

This hazard is also addressed in the Open Space & Conservation Element.

¹ Tulare County, General Plan Background Report, October 2004. pg. 8-11.

² Geologic maps are generalized depictions of the presence and distribution of rock types. Without extensive surveys, detailed maps of NOA are not feasible.

³ California Air Resources Board. <http://www.arb.ca.gov/toxics/asbestos/geninfo.htm>

⁴ SJVAPCD, Draft Staff Report Asbestos for Surfacing Applications, March, 2002.

Figure 7-1: Geologic Hazards

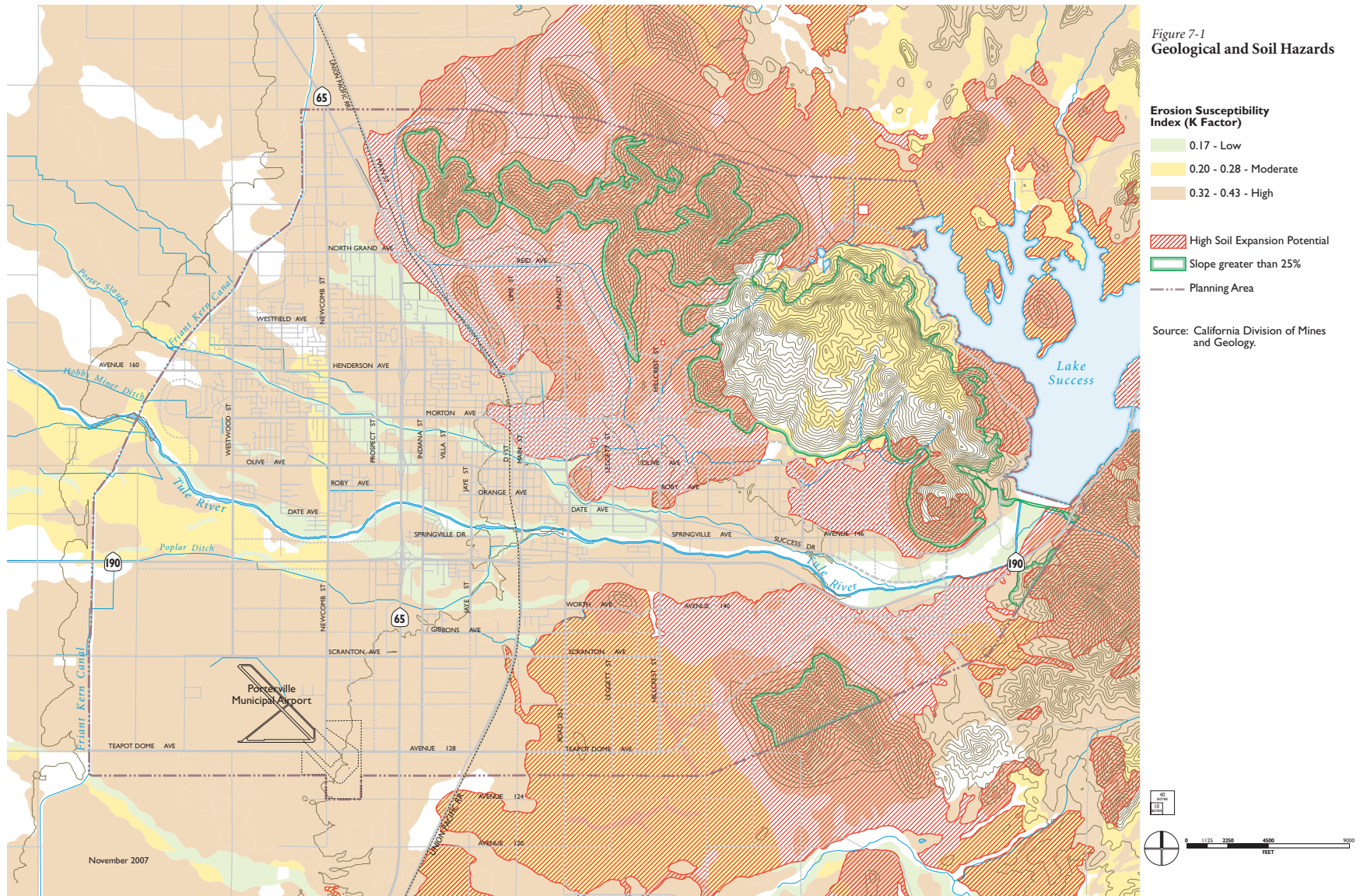
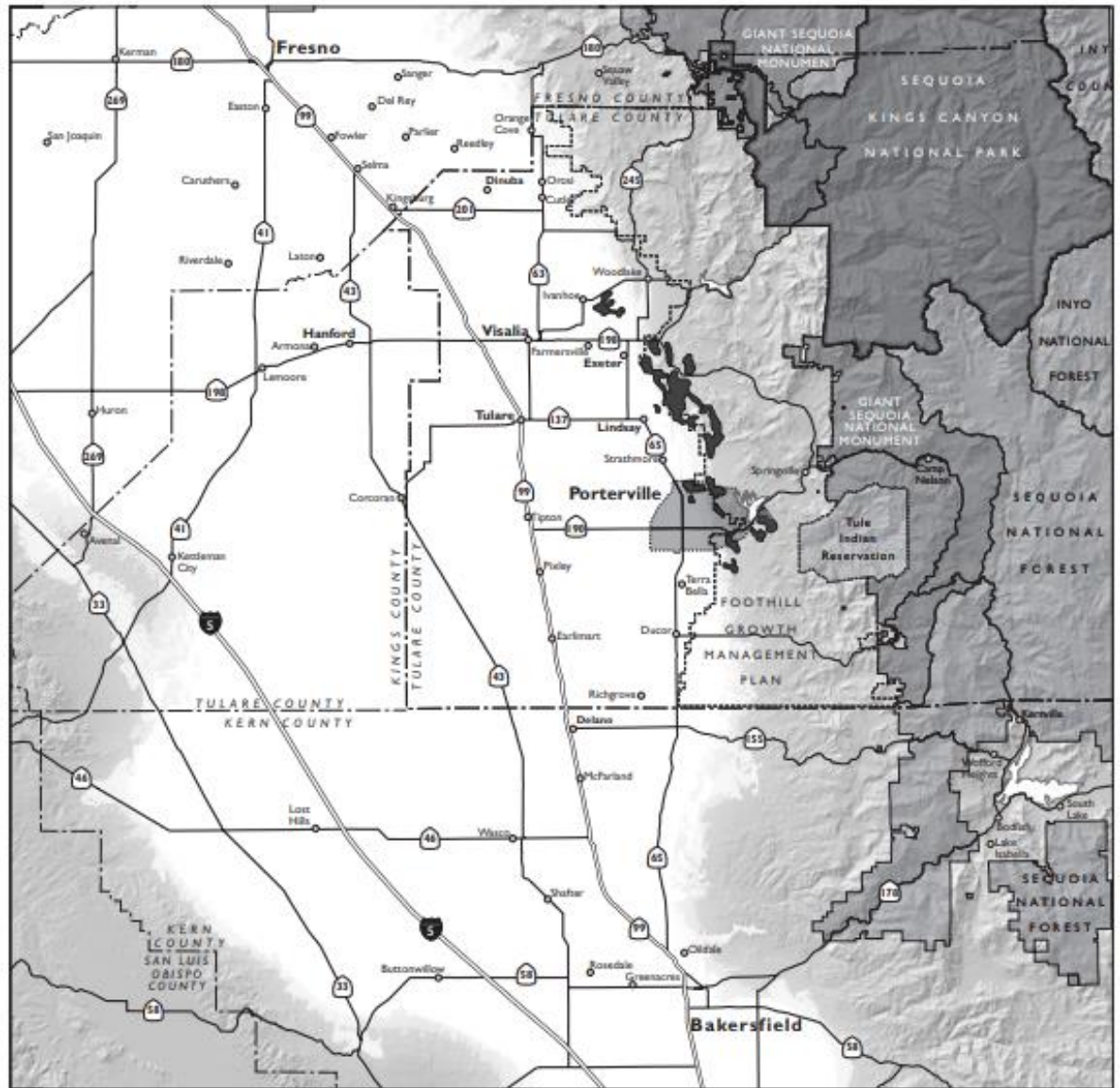


Figure 7-2: Ultramafic Rock in Region



■ Ultramafic Rock Areas



0 5 10 20
MILES

The ultramafic rock areas shown on this map are adapted from Jennings, C.W., 1977, Geologic Map of California, California Department of Conservation, Division of Mines and Geology, Geologic Data Map No. 2, scale 1:750,000.

This map should not be used to determine whether bedrock or soil on a particular parcel of land in or adjacent to areas identified as ultramafic rocks contains asbestos. A site-specific investigation would be required to make such a determination.

November 2007

Figure 7-2
Location of Ultramafic Rocks,
Areas More Likely to Contain
Naturally Occurring Asbestos

SEISMIC HAZARDS

There are no known active earthquake faults in the Planning Area. The closest active faults are Owens Valley fault group and Sierra Nevada Fault Zone (50 miles to the east of the Planning Area, the San Andreas Fault Zone (70 miles to the west), and an unnamed fault group north of Bakersfield (40 miles to the south).¹ Major earthquakes such as the 1906 San Francisco, 1952 Kern County, and 1983 Coalinga quakes were felt and caused some minor to moderate property damage in Porterville. Other potentially active faults exist near Tulare Buttes, about 30 miles north of Porterville. These faults are small and have exhibited activity in the last 1.6 million years, but not in the last 200 years. It is possible, but unlikely, that previously unknown faults could become active in the area. The State Geologist has not delineated any Alquist-Priolo Earthquake Fault Zones within or near the Planning Area.

Ground Shaking

The most significant hazard associated with earthquakes for the Porterville area is ground shaking rather than surface rupture or ground failure. However, the hazards due to ground shaking are considered to be minimal. Ground shaking intensities are measured using the modified Mercalli Intensity Scale. This is a 12-point scale of earthquake intensity based on local effects experienced by people, structures, and earth materials. Effects range from those that are detectable only by seismicity recording instruments at M1 (I) to total destruction at M12 (XII). The Modified Mercalli Rating for the Porterville area, as determined by the California Division of Mines and Geology, is estimated to be between Intensity M7 (VII) and M8 (VIII). Intensity M7 will cause considerable damage in poorly designed or constructed buildings (including some broken chimneys), slight to moderate damage in well-built ordinary structures, and negligible damage in buildings of good design and construction. Intensity M8 will cause great damage in poorly designed or constructed buildings (including fall of chimneys, factory stacks, columns, walls, etc.), considerable damage in ordinarily substantial structures (including some partial collapse), but slight damage in specially designed structures.

Ground Failure

Earthquake-induced ground failures, such as ruptures, lateral spreading, ground lurching, seiches, or mudslides, are unlikely to occur in the Planning Area because of its relatively stable geologic formation and lack of active faults. However, there is moderate risks of landslides due to the hillside topography, and soil slumping and liquefaction near the Tule River. There is also the risk of earthquake-induced dam failure at Success Dam. Potential inundation effects are discussed below in the Flood Hazards section.

Seismic Safety

Existing structures in the Planning Area could be affected by the types of earthquake-induced effects listed above, but to varying degrees based on length, intensity, and distance of the earthquake from a given building. New structures are required to adhere to current California Uniform Building Code (CUBC) standards for Seismic Zone 3, providing adequate design, construction and maintenance of structures to prevent exposure of people and structures to major geologic hazards. In particular, any critical facilities such as hospitals, fire and police stations, and emergency communications and operations centers must be adequately designed,

¹ USGS Fault Maps, <http://quake.wr.usgs.gov/info/faultmaps>

constructed and maintained with the goal of remaining functional after a large seismic event. The use of flexible utility connections, building anchors, and adequately reinforced concrete can reduce the loss of life and damage to buildings for human occupancy.

GUIDING POLICY

PHS-G-1 Minimize risks of property damage and personal injury posed by geologic and seismic hazards.

IMPLEMENTING POLICIES

PHS-I-1 Amend the Zoning Ordinance to include provisions for a geologic hazards abatement district for hillside areas to ensure that geologic hazards are properly mitigated by developers or avoided prior to, or during, development.

Geologic Hazard Abatement Districts are potentially useful financing mechanisms for reducing hillslope hazards. They enable the formation of local assessment districts for the purpose of prevention, mitigation, abatement, or control of geologic hazards, allowing property owners to cooperate in solving a common problem and share costs in an equitable way. These districts are established on individual sites on a case-by-case basis through Zoning Map amendments.

PHS-I-2 Maintain and enforce appropriate building standards and codes to avoid and/or reduce risks associated with geologic constraints and to ensure that all new construction is designed to meet current safety regulations.

PHS-I-3 Provide information and incentives for property owners to rehabilitate existing buildings using construction techniques to protect against seismic hazards.

PHS-I-4 Support continued investigation by State agencies of geologic conditions within the City's Planning Area to promote public awareness of potential geologic and seismic hazards.

PHS-I-5 Require, as part of the preliminary soil report, a construction dust management plan when it has been determined that soils contain naturally-occurring asbestos.

PHS-I-6 If asbestos is present require construction work be done when soil moisture is sufficient to adequately compact the tread and prevent visible dust, which may contain airborne asbestos emissions.

If work is to be done under dry season conditions, then water will be added in sufficient quantities to maintain adequate soil moisture. Upon mechanical disturbance by the treads of track driven equipment, the soil will be re-compacted in six-inch or less lifts.

7.2 FLOOD HAZARDS

Porterville is in the Tulare County Flood Control District. Since the climate is relatively arid and development continues to increase the amount of impervious surfaces, surface run-off and storm drainage must be managed. The average annual precipitation in the Porterville area is

approximately 10 inches. However, portions of the Tule River watershed which contribute to flooding in Porterville have a mean annual precipitation of 40 inches. Eighty-five percent of the annual precipitation occurs between November and April.

In the Planning Area, there are two natural channels for storm water discharge, the Tule River and Porter Slough. Flows in the natural waterways are largely controlled by the Success Dam, but still pose some flooding hazards, particularly in the lower-lying western portions of the City. Flash flooding has occurred in low-lying drainage areas at the base of the foothills. The main channel of the Tule River can pass flows of about 10,000 cubic feet per second (cfs) before extensive damage occurs. Damage to urban property would occur at flows of approximately 16,000 cfs. Porter Slough has a designated capacity of 450 cfs and is an officially designated floodway of Tule River.

There are also seven irrigation ditch companies and storage reservoirs which divert and manage surface water within the Planning Area. In addition to delivering water for irrigation, the ditches provide extra capacity to carry peak flood flows and urban storm water runoff. Minor flooding or ponding may occur on the valley floor if irrigation canals or reservoirs overflow. See the Public Facilities Element for more information about storm drainage facilities.

FLOOD ZONES

In Porterville, the storm flood hazard is considered to be low because the City does not permit development in the flood plain without adequate mitigation measures. Flood zone mapping by the Federal Emergency Management Authority (FEMA) indicates that approximately six percent of the total Planning Area is located within the 100-year floodplain and another five percent is located within the 500-year floodplain. These two floodplains closely correspond to the watercourses that flow through the city. These flood zones were studied as part of the original analysis completed for the 2030 General Plan in 2008 and are illustrated in Figure 7-3 and summarized in Table 7-2.

SB 5 subsequently required jurisdictions in the Sacramento-San Joaquin Valley to address 200-year flooding in their general plans. The Central Valley Flood Protection Board is responsible for mapping 200-year flood zones. Mapping was completed by the Central Valley Flood Protection Board in 2012 and demonstrated that there are no 200-year flood zones present in the City of Porterville Planning Area. This mapping is available in Attachment 1.

Table 7-2 Floodplains in Planning Area

Type	Acres	Percent of Planning
		Area
100 Year Floodplain	2,136	6%
500 Year Floodplain	1,958	5%
Success Dam Inundation Area	13,390	40%

Source: FEMA, 2005; U.S. Army Corps of Engineers, 2004.

Dam Safety & Inundation Hazard

A breach or overflow event at Success Lake Dam could cause significant flooding in Porterville. This dam is overseen and maintained by the United States Army Corps of Engineers (USACE) and administered by the Sacramento District of the USACE's regional office located in Porterville. Through their work, Porterville is provided with flood safety, water resources, electricity, recreation, and camping. It includes a recreation area, located eight miles east of the City of Porterville in the western portion of the Sierra Nevada foothills. Construction of the earth-filled dam was completed in 1961. It spans 3,490 feet across the Tule River and is 142 feet high. When full, the lake holds 82,000 acre-feet of water with a surface area of 2,450 acres.

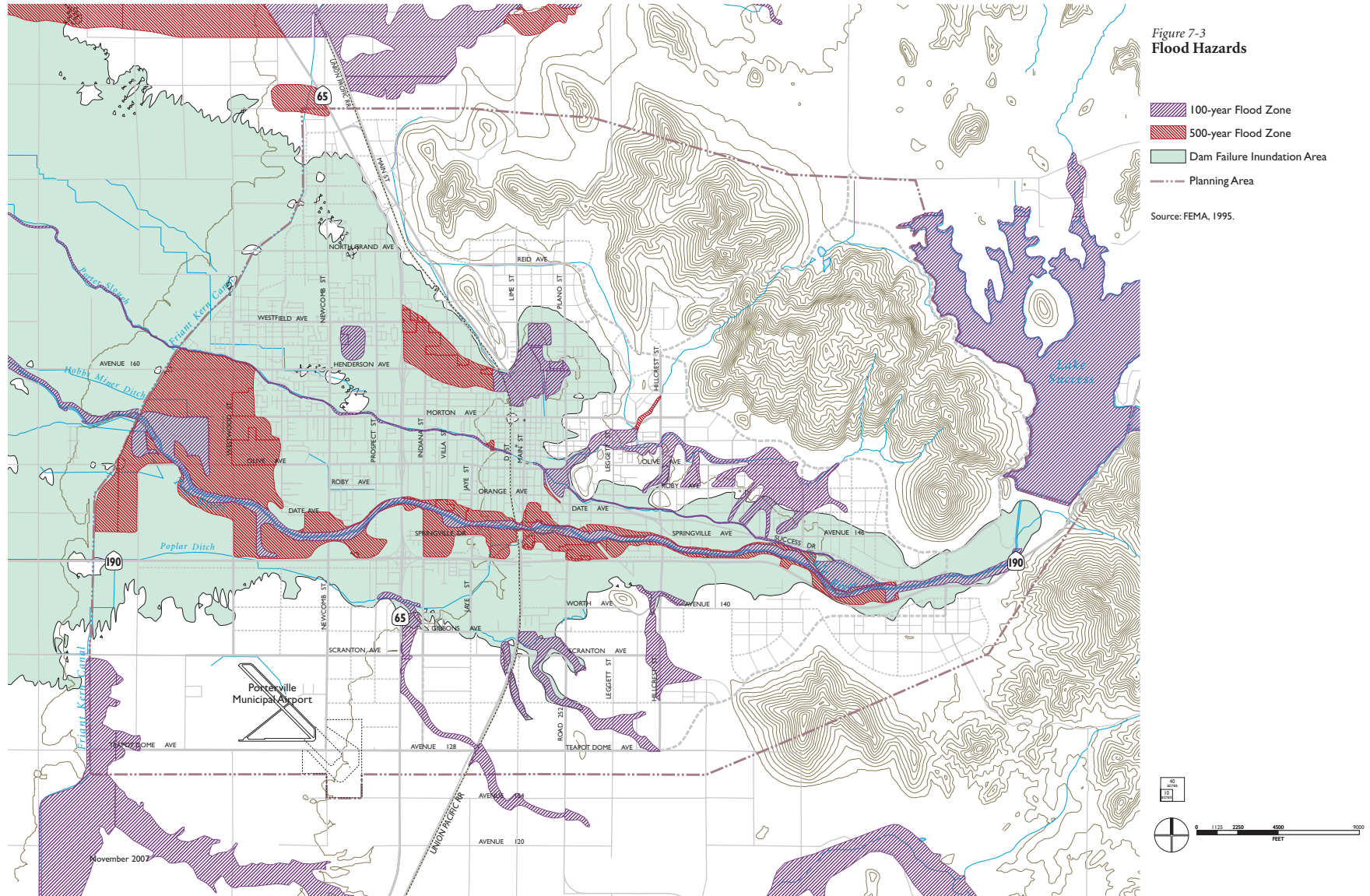
Success Dam was originally designed to withstand an earthquake with a magnitude of 8.3. However, it was built before the process of seismic liquefaction of earth-fill dams was completely understood. The USACE is planning to re-construct and widen the existing earthen embankment dam to bring it up to federal safety standards. Construction should begin in 2009.¹ Once the seismic retrofit is complete, USACE intends to raise the spillway by 10 feet and lengthen it by 165 feet. This addition will increase Lake Success' capacity by 28,000 acre feet.

According to a 2004 report prepared for USACE, approximately 40 percent of the Planning Area is located within the Success Dam inundation area.²⁴ This inundation area runs through Porterville, to a location downstream of Corcoran, a distance of approximately 44 miles. Although subsequent infrastructure and drainage improvements have reduced the threat of flooding in many areas prone to inundation, the City requires a flood certificate and appropriately raised floor plates for any development proposed in an identified hazardous flood zone.

¹[The Tule River Spillway Enlargement Project began construction in August 2020 and is expected to be completed in 2024, according to the US Army Corps of Engineers.](#)

²⁴RAC Engineers & Economists. *Lake Success Flood Inundation for an Earthquake-Induced Dam Failure with the Reservoir Poll at EL 630 ft msl.* October 2004.

Figure 7-3: Flood Hazards



GUIDING POLICY

PHS-G-2 Protect the community from risks to life and property posed by flooding and stormwater runoff.

IMPLEMENTATION POLICIES

- PHS-I-7 Coordinate with the U.S. Army Corps of Engineers, the County and local irrigation districts on potential flooding risks, including risks associated with dam failure.
- This will include coordination on training to respond to catastrophic dam failure, and maintaining adequate storm drainage capacity in the Tule River and Porter Slough.*
- PHS-I-8 Implement appropriate flood control measures to assure the safety of residents, while emphasizing maintenance of natural wildlife habitats and vegetation.
- PHS-I-9 Require new development to provide for the perpetual funding and ongoing maintenance of detention reservoirs.
- Maintenance may be by the City under contract, by a private entity, or by another public agency.*
- PHS-I-10 Continue to require any new development in the floodway to obtain a permit from the California Reclamation Board and enforce the Flood Damage Prevention Ordinance.
- PHS-I-11 Coordinate with appropriate agencies to ensure that new bridges are constructed according to acceptable standards and maintained to avoid flood damage.
- PHS-I-12 Continue to participate in the National Flood Insurance Program and encourage all property owners within flood hazard areas to carry flood insurance.

7.3 FIRE HAZARDS

WILDLAND FIRES

Fire hazard potential is largely dependent on the extent and type of vegetation, known as surface fuels, that exists within a region. Fire hazards are typically highest in heavily wooded, undeveloped areas as trees are a greater source of fuel than low-lying brush or grassland. Suburban, urban areas, or rocky barren areas have minimal surface fuels and therefore typically have the lowest fire hazard. Figure 7-4 [and Table 7-3](#) depicts the risk of fire within the Planning Area [as of 2008 when the original fire analysis for the 2030 General Plan was completed](#).

Due to the wooded nature of the Sierra Nevada foothills and hot summers, land located in the northeast portion of the Planning Area near Lake Success is considered to have a high to very high risk of fire. The fire season has over 100 days of temperatures in excess of 90 degrees Fahrenheit, usually between May and October. Forty-three percent of the Planning Area is considered to have a moderate fire hazard (see Table 7-3). Pockets of land with high fire hazards

are found throughout the Planning Area, although the fire hazard currently present in these areas should decrease as vacant parcels become developed. The wooded areas along the Tule River have the potential of allowing a wildland fire to traverse the Planning Area.

Table 7-3: Existing Wildland Fire Hazards

<i>Fire Hazards</i>	<i>Acres</i>	<i>Percent of Planning Area</i>
Little or No Threat	8,490	23%
Moderate	15,777	43%
High	7,183	20%
Very High	2,373	7%
Unclassified	2,518	7%
Total	36,341	100%

Level of fire hazard severity based on surface fuels analysis, California Department of Forestry and Fire Protection.

Source: California Department of Forestry and Fire Protection, Dyett & Bhatia, 2005.

SB 1241 subsequently required jurisdictions to specifically address fire risk in very high fire hazard severity zones and state responsibility areas. Mapping completed for compliance with SB 1241 shows that, as of March 2024, the areas of very high fire hazard severity are limited within the Porterville Planning Area. There are only four small areas considered at very high risk for wildfire (see Figure 7-5 2024 Wildland Fire Hazards). These areas are primarily planned for agricultural conservation and will not be developed with urban uses. A very small portion of one very high fire hazard severity zone is planned for very low-density residential development. A review of the very high fire hazard severity zones showed that these areas are part of agricultural development and have rural farmland residences and farm outbuildings. A list of wildfires in Tulare County dating back to 1987 is included in the 2023 Tulare County Multi-Jurisdictional Local Hazard Mitigation Plan.

URBAN FIRES

Even though Porterville is not considered to be a fire-prone city, structural fires pose a greater risk to life and property than wildland fires. The City of Porterville requires all new development and subdivisions to meet or exceed the Uniform Fire Code provisions (Porterville City Code: Chapter 12) which address topography, geology, climate, and development conditions. The Public Works Department and Fire Department review all development applications during the review process.

GUIDING POLICY

PHS-G-3 Protect Porterville's residents and businesses from potential fire hazards.

IMPLEMENTATION POLICIES

PHS-I-13 Maintain automatic and/or mutual aid agreements with surrounding jurisdictions for fire protection.

PHS-I-14 Enforce weed abatement programs and building and fire code requirements to assure adequate fire protection.

PHS-I-15 Develop and expand existing public fire safety and emergency life support education programs in order to promote public awareness of fire hazards and emergency procedures.

PHS-I-16 Establish fire hazard standards and review procedures at least equivalent to State requirements to protect new development on or adjacent to the hillsides.

The Subdivision Ordinance and the Zoning Ordinance standards will require new development on the urban fringe to incorporate fuel breaks, fuel reduction and buffer zones to minimize potential fire losses.

Figure 7-4: 2008 Wildland Fire Hazards

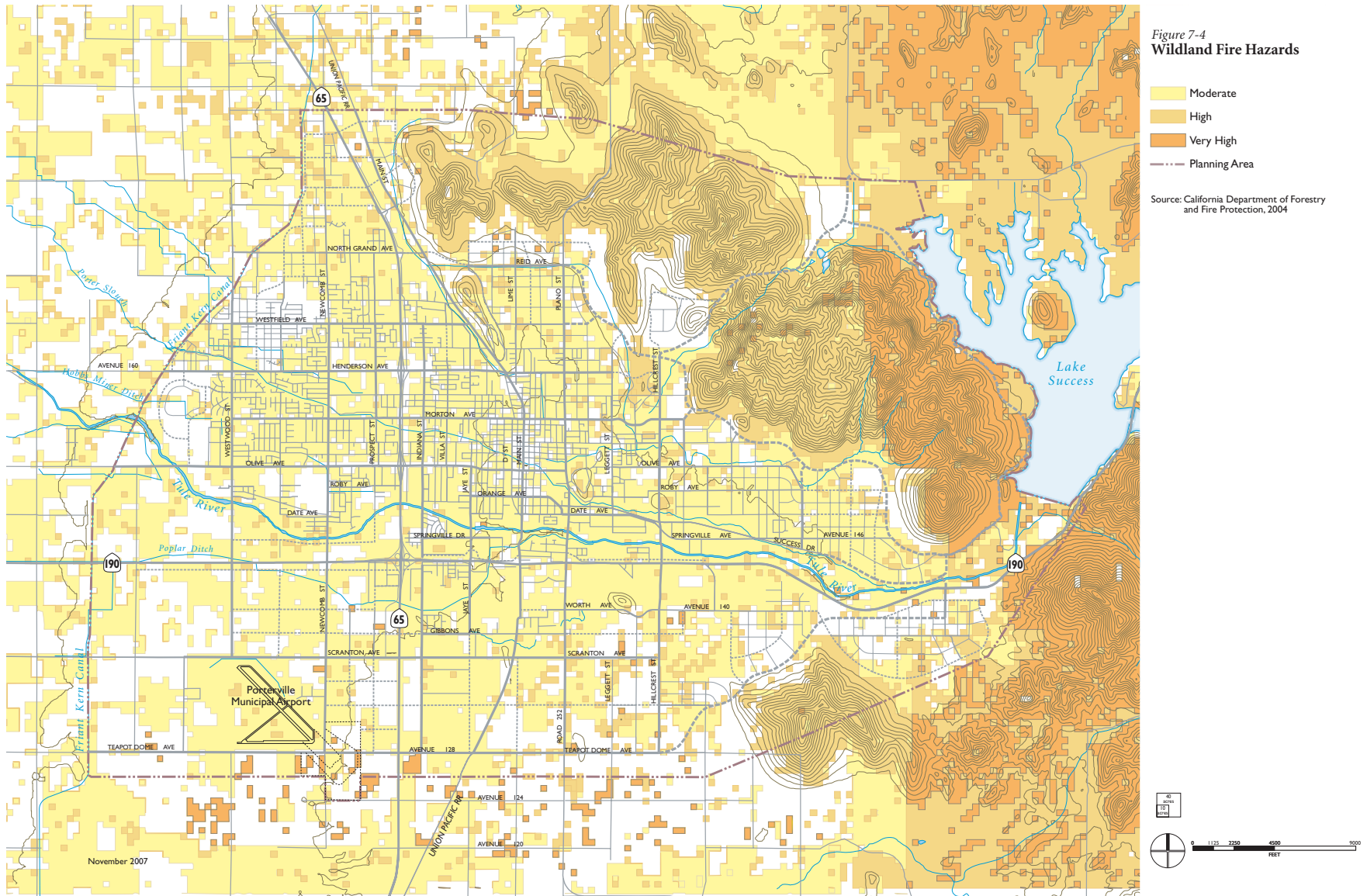
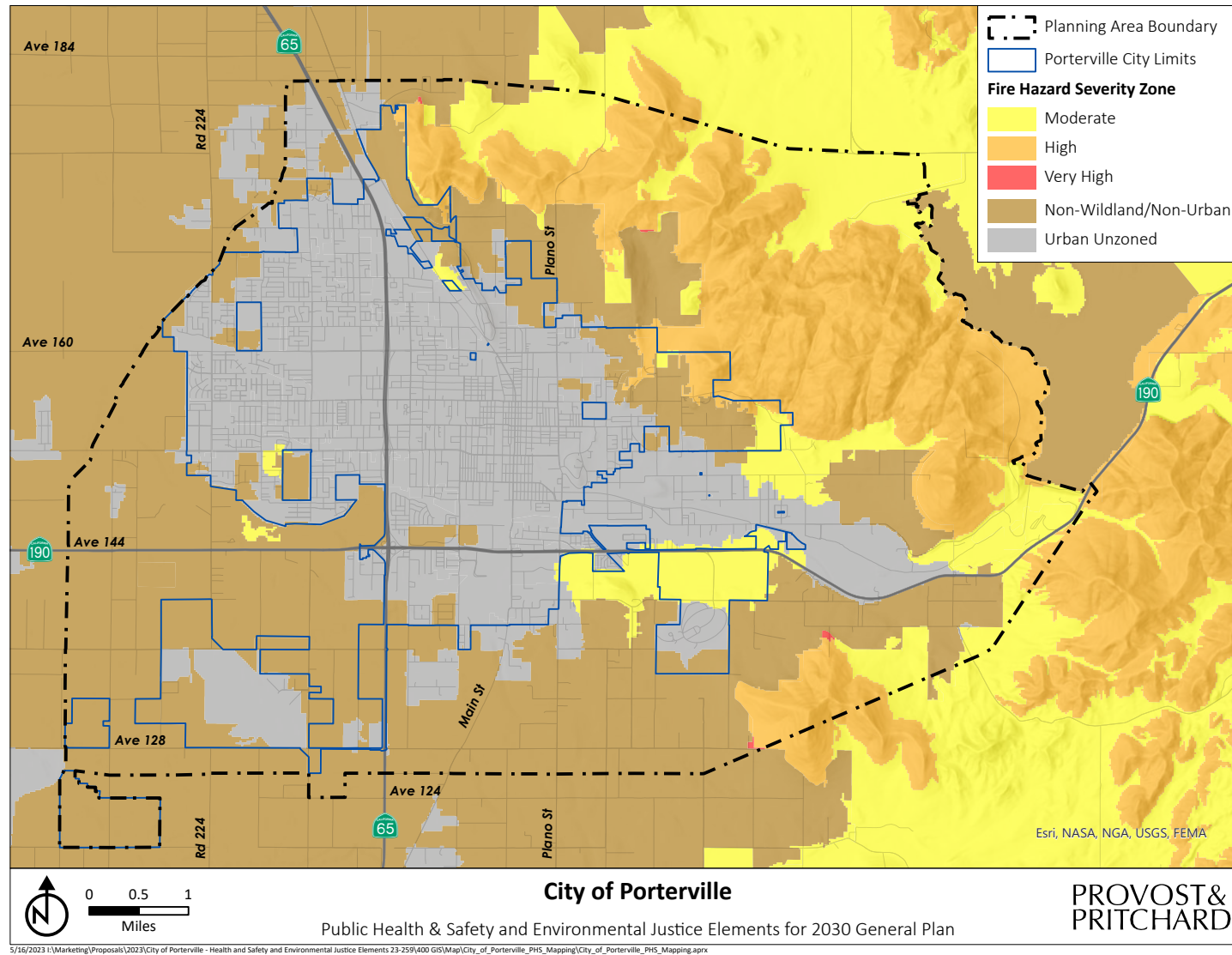


Figure 7-5: 2024 Wildland Fire Hazards



7.4 HAZARDOUS MATERIALS

The California Code of Regulations defines a hazardous material as a substance that, because of physical or chemical properties, quantity, concentration, or other characteristics, may either (1) cause an increase in mortality or an increase in serious, irreversible, or incapacitating, illness or (2) pose a substantial present or potential hazard to human health or environment when improperly treated, stored, transported or disposed of, or otherwise managed.¹ Hazardous wastes are hazardous materials that no longer have practical use, such as substances that have been discarded, discharged, spilled, contaminated, or are being stored prior to proper disposal. A hazardous materials incident involves the uncontrolled release of a hazardous substance during storage, use, or transport.

LAWS & REGULATIONS

Federal and State laws require detailed planning to ensure that hazardous materials are properly handled, used, stored, transported and disposed of, and in the event that such materials are accidentally released, to prevent or mitigate injury to health or the environment. Laws and regulations require hazardous materials users to train employees to manage them safely. The primary federal agencies with responsibility for hazardous materials management include the U.S. Environmental Protection Agency (EPA), U.S. Department of Labor Occupational Safety and Health Administration (OSHA), and the U.S. Department of Transportation (DOT). In many cases, California State law mirrors or is more restrictive than federal law, and enforcement of these laws has been delegated to the State or a local agency.

The State Water Resources Control Board (SWRCB) administers the aboveground storage tank (AST) program and the underground storage tank (UST) program. The AST program covers facilities that store petroleum in a single tank, or multiple tanks with an aggregate capacity in excess of 1,320 gallons, and requires that tank owners or operators file a storage statement, pay a facility fee, and prepare and implement a Federal Soil Prevention, Control and Countermeasure (SPCC) Plan. The SPCC Plan must identify procedures, methods, and equipment in place at the facility to prevent discharges of petroleum from reaching navigable waters. State laws governing USTs specify requirements for permitting, construction, installation, leak detection monitoring, repairs, release reporting requirements, corrective actions, cleanup, and closure.

In Porterville, the Tulare County Environmental Health Division (TCEHD) is the local agency responsible for the implementation of the state-mandated Unified Hazardous Waste and Hazardous Materials Management Regulatory Program. Tulare County has prepared a Hazardous Waste Management Plan and a Multi-Hazard Functional Plan, that serves as the County's emergency response plan for hazardous materials emergency incidents. In addition, the TCEHD acts as lead agency to ensure proper remediation of leaking underground petroleum storage tank sites and certain other contaminated sites. TCEHD provides a permanent Household Hazardous Waste (HHW) drop-off facility located in Visalia (approximately 30 miles from Porterville) that is available free of charge to any Tulare County resident and operates mobile collection events throughout the year. Typically, two events per year are hosted in Porterville, normally in April and September.

¹ California Code of Regulations, Title 22, Division 4.5, Chapter 10, Article 2, Section 66260.10

The City of Porterville Fire Department, Fire Prevention Division provides limited oversight of hazardous materials. The Fire Department is responsible for conducting inspections for code compliance and fire-safe practices, permitting of certain hazardous materials, and for investigation of fire and hazardous materials incidents. The Fire Department regulates explosive and hazardous materials under the Uniform Fire Code, and permits the handling, storage and use of any explosive or other hazardous material.

HAZARDOUS MATERIALS SITES

Areas where historic or on-going activities have resulted in the known or suspected release of hazardous materials into the soil and groundwater are identified by Environmental Data Resources, Inc. In Porterville, contaminated sites are largely associated with leaking underground storage tanks and are predominately clustered around primary transportation corridors including State Route 65 (SR 65), Main Street, Henderson Avenue, and Olive Avenue (see Figure 7-65). Most sites are associated with retail and commercial uses (e.g., gas stations, convenience stores, car washes, etc.), but a few are associated with local industrial and agricultural uses. Sites identified on the State's existing Brownfield database as of 2008 are also shown in Figure 7-65. Additional mapping is available in the Environmental Justice element.

The City's Emergency Operations Plan also mentions the possibility of illegal drug manufacturing sites as sources of hazardous materials and incidents. Residue and hazardous waste are often dumped illegally and pose a threat to public health.

GUIDING POLICY

PHS-G-4 Protect soils, surface water, and groundwater from contamination from hazardous materials.

IMPLEMENTATION POLICIES

PHS-I-17 Require remediation and cleanup of sites contaminated with hazardous substances.

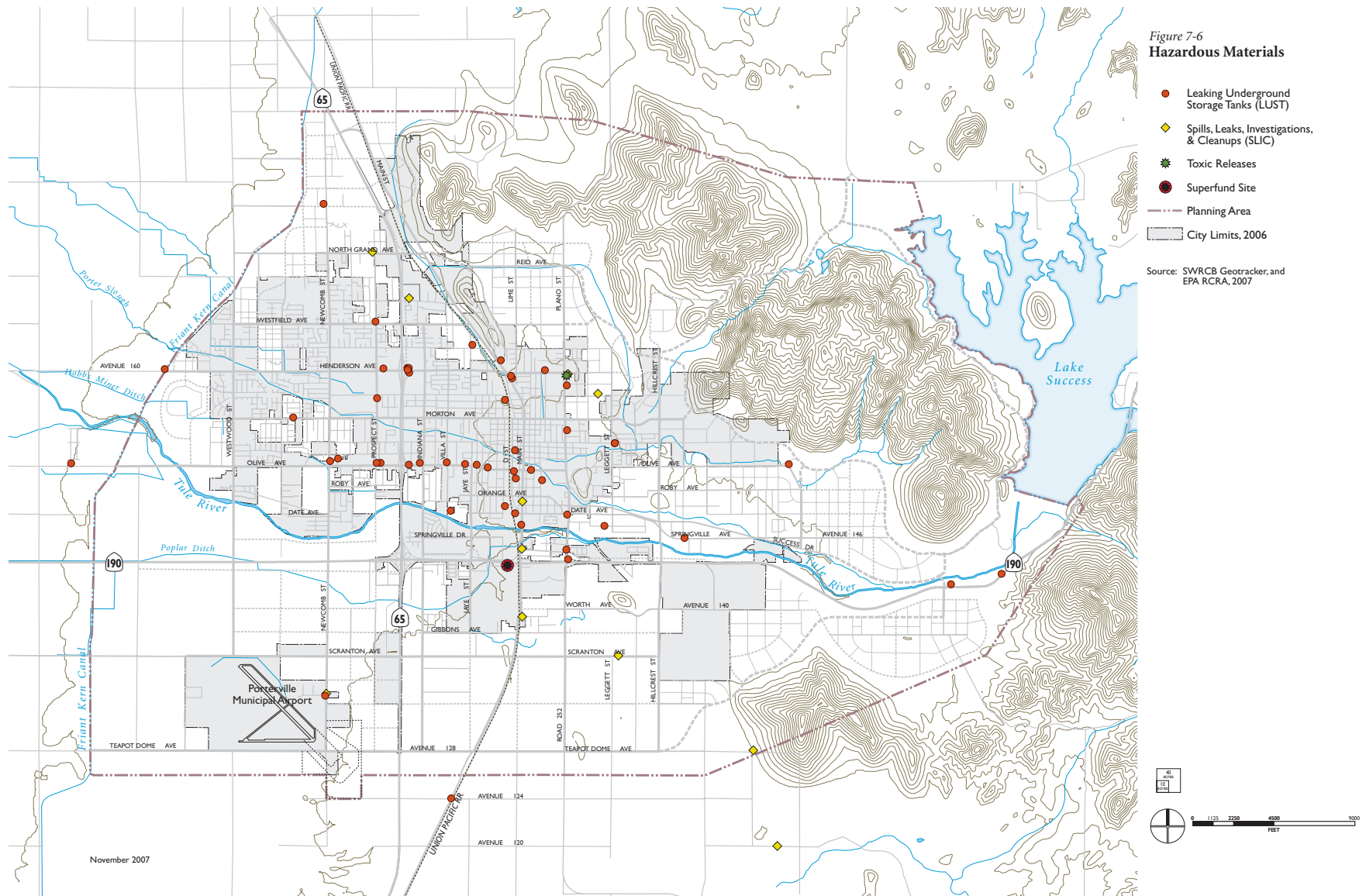
The level of remediation and cleanup will be determined based on the intended use and health risk to the public. At the minimum, remediation will be in compliance with federal and State standards. Clean up shall be required in conjunction with new development, reconstruction, property transfer of ownership, and/or continued operation after the discovery of contamination.

PHS-I-18 Adopt a Household Hazardous Waste Program and support the proper disposal of hazardous household waste and waste oil; encourage citizens and crime watch organizations to report unlawful dumping of hazardous materials.

The City will promote the reduction, recycling, and safe disposal of household hazardous wastes through public education and awareness. Collection programs should be reviewed annually and expanded where appropriate. The City will also coordinate with hazardous waste recyclers to increase the frequency of hazardous waste collection events under this program.

- PHS-I-19 Ensure that all specified hazardous facilities conform to the Tulare County Hazardous Waste Management Plan.
- PHS-I-20 Prohibit specified hazardous waste residual repositories and onsite facilities utilizing incineration methods unless the facility demonstrates that it will produce insignificant levels of emissions.
- PHS-I-21 Coordinate enforcement of the Hazardous Material Disclosure Law and the implementation of the Hazardous Material Emergency Response Plan with the Tulare County Health and Human Service Agency.
- State and federal legislation requires every business that handles hazardous materials report their inventories to the local fire department. The program's primary function is to identify, monitor, and assist businesses using or storing hazardous materials and allow the City to handle emergency incidents more effectively. The City will maintain and share this information with police, fire, and emergency services.*
- PHS-I-22 Coordinate with the Tulare County Department of Environmental Health, and other appropriate regulatory agencies during the review process of all proposals for the use of hazardous materials or those involving properties that may have toxic contamination, such as petroleum hydrocarbons, CAM 17 metals, asbestos, and lead.
- PHS-I-23 Require applicants of projects in areas of known or suspected hazardous materials occurrences such as petroleum hydrocarbon contamination, CAM 17 metals, USTs, location of asbestos rocks and other such contamination to perform comprehensive soil and groundwater contamination assessments in accordance with regulatory agency testing standards, and if contamination exceeds regulatory action levels, require the project applicant to undertake remediation procedures prior to grading and development under the supervision of appropriate agencies, such as Tulare County Department of Environmental Health, Department of Toxic Substances Control, or Regional Water Quality Control Board.

Figure 7-5-6: Hazardous Materials Sites



7.5 SAFETY SERVICES

POLICE SERVICES

Law enforcement services in Porterville are provided by the City of Porterville Police Department. The Department currently has 57 sworn peace officers and 22 civilian staff members. Every sworn officer is provided with the safety gear essential to their specific assignment including firearms, protective vests, and uniforms. Each officer is assigned a vehicle, either a marked police car, a marked police motorcycle, or an unmarked police car. Additionally, the Police Department has a SWAT specific vehicle, a DUI/Mobile Substation Trailer, and a Radar Display trailer. The Porterville Police Department's headquarters is located at 350 N. D Street.

Currently, the Police Department is operating at a ratio of almost 1.3 officers per 1,000 residents. Response times and the ability of the Police Department to provide acceptable levels of service are contingent on growing staffing levels, sworn and civilian, consistent with resident population and the population of visitors, merchants, schools, and shoppers with the service area of Porterville. According to the Porterville Police Department, a ratio of 1.2 police officers to 1,000 residents would support adequate law enforcement efforts at buildout. This would require a total of 129 (72 additional) sworn officers by 2030.

Even though the current police facility is nearing its capacity to support staffing levels, the Police Department will continue to maintain a central station. Due to the resources involved in providing police services to the community, a centralized station is more effective, efficient, and fiscally responsible. As the community grows and levels of service increase, satellite Community-based Policing Offices will be located with other public facilities, such as fire stations in shopping centers, community centers or high-crime areas in order to provide the required services.

The Tulare County Sheriff's Office has a Porterville substation at 379 N. Third Street. This substation has ten patrols for the currently unincorporated areas of the County. As Porterville grows, the Police Department will need to work closely with the Sheriff's Office.

FIRE & LIFE SAFETY SERVICES

The City's Fire Department provides fire and life safety services for residents located within the city limits while the Tulare County Fire Department provides additional services for unincorporated areas within the Planning Area. City fire dispatch is handled by the Police Department.

In order to meet the service demand of greater population, four new fire stations are proposed by this General Plan. The Fire Department has planned stations near the intersection of Jaye Street and Worth Avenue, near the intersection of Morton Avenue and Crestview Street,¹ near the Porterville Airport, and near the intersection of Reid Avenue and Main Street. The locations of County, City-owned, and CDF stations as mapped in 2008 are illustrated in Figure 7-76, along with 1.5 mile radii from fire stations demonstrating fire coverage for Porterville residents. Additional mapping completed in 2024 is available in Attachment 1. Table 7-4 summarizes fire station locations and facilities as of 2007.



The Plan will support expansion of existing public fire safety and emergency life support services.

Table 7-4: Fire Station Locations and Facilities

No.	Location	Staffing	Facilities
1	40 W. Cleveland Ave.	Min of 4, Max of 6 per shift.	3 heavy fire engines (type I), 1 75 ft. Quint Aerial Ladder Truck, 1 Rescue Unit, and 1 Light Unit (Patrol)
2	500 N. Newcomb	Min of 3, Max of 4 per shift.	2 heavy fire engines (type I), 1 Light Unit (Patrol)
19 ¹	22315 Ave. 152	1 full time per shift and 17 paid on-call firefighters	1 heavy fire engine (type II), 1 light engine (type IV), 1 water tender (tractor, trailer)
20 ¹	1551 E. Success Dr.	1 full time per shift and 17 paid on-call firefighters	1 heavy fire engine (type I), 1 light engine (type IV), 1 water tender (bobtail)
CDF	Worth Ave at Road 265		
*	Jaye St. at Worth Ave.		
*	Morton Ave. at Crestview St.		
*	Porterville Airport		
*	Reid Ave. at Main St.		
1. County-operated.			
* Proposed, conceptual locations for new City of Porterville Fire Stations.			

Sources: Porterville Fire Department, 2007; Tulare County Fire Department, 2007.

¹ City of Porterville Fire Department, March 29, 2007.

FIRE RESPONSE STANDARD & ISO RATING

The Insurance Service Office (ISO)—a private organization that surveys fire departments in cities and towns across the United States—awarded the Porterville Fire Department a Class 3 rating (1 being highest and 10 being lowest). This rating considers a community's fire defense capacity versus fire potential, and then uses the score to set property insurance premiums for homeowners and commercial property owners.

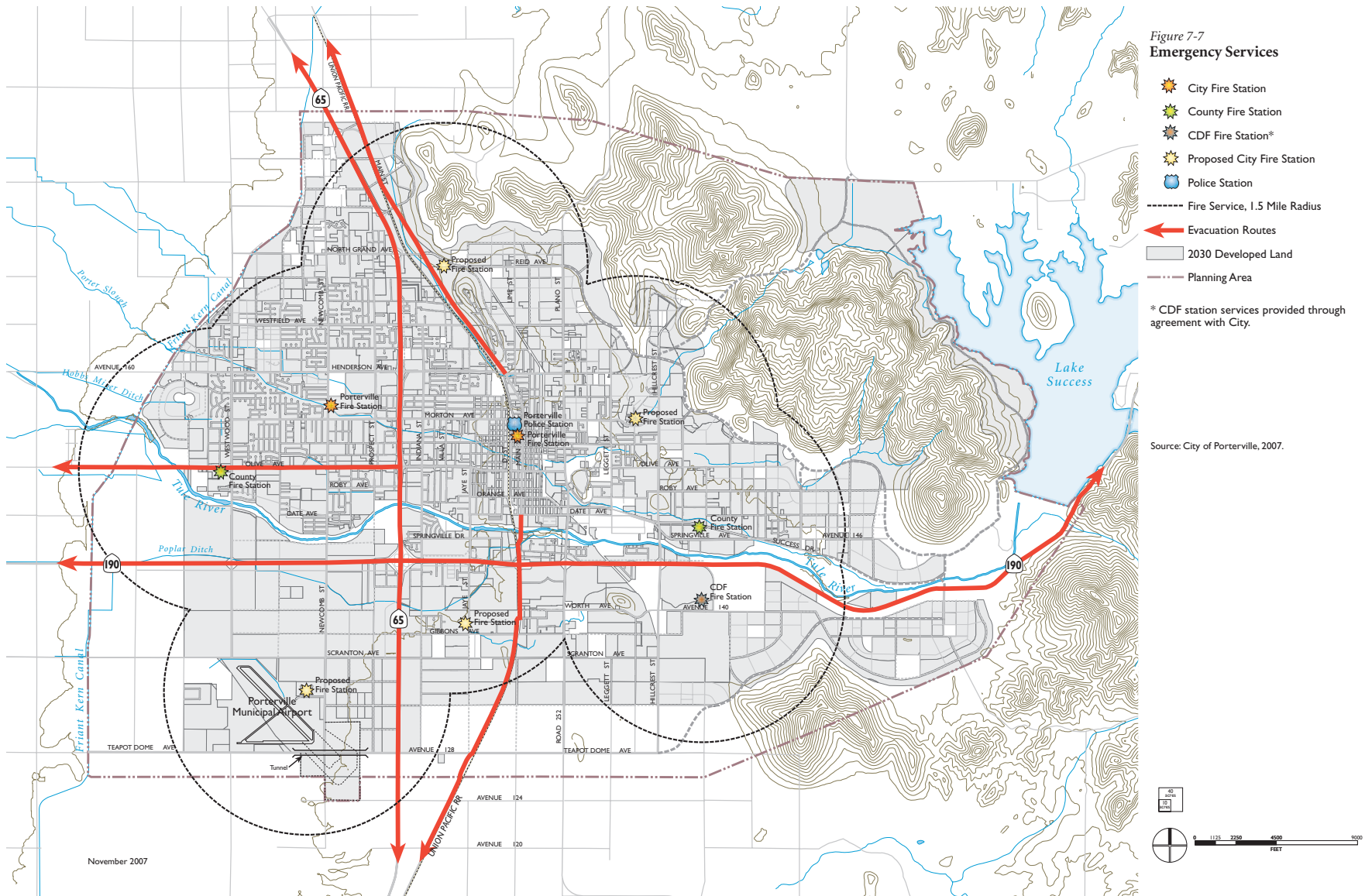
Currently, the Department responds to 60 percent of its calls within five minutes. The internal response time goal set by the Department is to provide service within five minutes of the 911 call being received, 80 percent of the time. The proposed two new stations will help the Department reach its goal.

Water Flow Rates & Pressure

In order to adequately protect life and property in Porterville, water flow rates and pressure standards defined by the Uniform Fire Code are maintained.

Policies in the Land Use Element will ensure that new development will finance public safety facilities needed to serve new development. Additional policies addressing airport hazards are also located in the Circulation Element.

Figure 7-6-7: Emergency Services



GUIDING POLICY

PHS-G-5 Provide a comprehensive program of safety services including police, fire and medical response in all parts of Porterville.

IMPLEMENTATION POLICIES

PHS-I-24 Provide cost effective fire, police, and emergency medical service within the City to minimize potential injury, loss and/or destruction to persons or property.

To meet existing and future demand, the City will continue to plan for adequate law enforcement and fire-fighting services, and strive for staffing ratios and response time that meet or exceed national standards. The requirements for additional Police and Fire Stations will be assessed when the City prepares its Capital Improvement Programs and development fees.

PHS-I-25 Maintain the City's Class 3 ISO rating, or better, for fire protection.

PHS-I-26 Promote a community-oriented approach to law enforcement.

The City will support public education programs involving crime prevention and safety issues. Currently, the Porterville Police Department has a number of outreach and training programs in place. These include a neighborhood crime-watch program, Police Explorers, Youth Services Foundation, and police volunteer program. Continue to cooperate with the California Highway Patrol and the nearby law enforcement agencies to provide back-up police assistance in emergency situations.

PHS-I-27 Continually assess the adequacy of current funding programs for police, fire and paramedic services and investigate new funding sources.

These could include a public safety impact fee.

PHS-I-28 Ensure that new development incorporates safety concerns into the site, circulation, building design and landscaping plans.

This will be done during the development review process.

7.6 EMERGENCY RESPONSE

EMERGENCY PLANNING

The California Emergency Services Act (Government Code Section 8550-8668) requires each city to prepare and maintain an Emergency Plan for natural, manmade, or war-caused emergencies that result in conditions of disaster or in extreme peril to life. The Porterville Emergency Operations Plan was adopted in 2004. The Plan includes planning and response scenarios for seismic hazards, extreme weather conditions, landslides, dam failure and other flooding, wildland fires, hazardous materials incidents, transportation emergencies, civil disturbance, and terrorist attacks. It is meant to work in conjunction with the Tulare County Emergency

Operations Plan and the State Emergency Plan. The Emergency Council of the Tulare County Operational Area meets for regional coordination purposes at least four times per year. In addition, the City Fire Department has specific procedures for hazardous materials emergency response.

EVACUATION ROUTES & POTENTIAL SHELTER SITES

The City has designated several evacuation routes through Porterville to be used in case of catastrophic emergencies. The extent and the severity of a disaster will determine which routes and which direction people must take in order to escape or avoid the afflicted areas. Sierra View District Hospital in Porterville provides emergency health care services.

In the event of a natural or man-made disaster, the City will coordinate with the Red Cross, Salvation Army, and State and federal agencies responsible for providing emergency shelter for displaced residents. The sites most commonly used are schools, senior centers, community centers, public buildings, and churches.

GUIDING POLICY

PHS-G-6 Provide comprehensive emergency response and evacuation routes for Porterville residents.

IMPLEMENTATION POLICIES

- PHS-I-29** Maintain and periodically update the City's Emergency Management Plan.
- This plan will be updated as necessary in consultation with City departments, community leaders, the school districts, Sierra View District Hospital, PG&E, and relevant regional and State agencies.*
- PHS-I-30** Initiate periodic public information programs that explain the City's emergency preparedness programs and evacuation routes and encourage each household to be self-sufficient for 72 hours after a manmade or natural disaster.
- PHS-I-31** Maintain multi-jurisdictional communication systems and cooperation for emergency training, planning and management.
- PHS-I-32** Work with owners and operators of critical use facilities to ensure that they can provide alternate sources of electricity, water, and sewerage in the event that regular utilities are interrupted in a disaster.
- Public utilities are lifeline services for Emergency Command Centers, police and fire departments, and hospitals. Keeping them open and operative is especially crucial in the 72 hours after a major disaster.*

11

Environmental Justice

The purpose of the Environmental Justice element is to promote social equity within the community and ensure disadvantaged communities are considered throughout the land use and long-range planning process for the City of Porterville. This element is informed by the requirements of Senate Bill (SB) 1000, the *Planning for Healthy Communities Act*. A review of environmental justice concerns in Porterville was completed in the Environmental Justice Policy Review, which is included in the General Plan as Attachment 3. The review was used to develop goals and policies that meet the intent of SB 1000.

This element was also informed by SB 244, the *Planning for Disadvantaged Unincorporated Communities Act*, which requires cities and counties to include data and an analysis of unincorporated, fringe, island, or legacy communities within its planning area that are determined to be disadvantaged unincorporated communities (DUC). Tulare Local Agency Formation Commission (Tulare LAFCO) mapped and discussed DUCs in the 2014 Porterville Municipal Service Review (MSR). Additionally, Tulare County completed a DUC assessment in 2015. These reports discuss service needs and deficiencies in East Porterville and the other DUCs that were identified within the Porterville SOI at that time. However, more recent mapping by the Department of Water Resources, using the same income criteria as SB 244 to determine the presence of DUCs, has demonstrated that most DUCs identified within the Porterville SOI in the earlier reports have either been annexed or are no longer considered DUCs. Only East Porterville is still considered a DUC and has been analyzed in the earlier reports, including all information required under SB 244.

This element focuses on creating a comfortable, convenient, and safe place for people to live and work. The goals and policies encourage access to healthy food options and healthcare services.

This element also provides for safe and sanitary housing opportunities for all income levels and minimizes exposure to pollution sources. Finally, policies are included to ensure all segments of the community are able to participate in public processes and to encourage community engagement.

11.1 POLLUTION EXPOSURE

Pollution exposure occurs daily in all communities where people encounter air, water, and soil contaminants present in the built environment. Minimizing exposure to air pollution, water contamination, and exposure to hazardous materials are all addressed in the General Plan.

AIR QUALITY

The California Air Resources Control Board (CARB) provides siting recommendations for sensitive land uses around specific sources of air pollution. An inventory of Porterville's pollution emitting sources and sensitive land uses are shown in Figure 11-1. The primary air pollution sources in Porterville are mobile pollution sources from the highway, as well as gas stations. There are also distribution and manufacturing facilities that are considered pollution sources, as well as the airport. Land uses in Porterville are generally well-located to avoid conflicts between sensitive land uses and pollution emitting sources. However, there are some existing sensitive land uses, including schools, parks, and medical centers, within the recommended CARB buffer for several pollution-emitting sources, including the state routes, gas stations, and distribution centers. CARB recognizes that other factors are considered when making land use decisions, including housing needs, existing land uses, and other development priorities.

WATER QUALITY

The State Water Resources Control Board (SWRCB) and the Regional Water Quality Control Boards are regulatory agencies in charge of water quality. Porterville has historically relied on groundwater as its municipal water supply for residents, accessing this water through the City's system of 36 wells. There have been no water deficiencies, even in drought years. However, the Tule Sub-basin, from which the City draws its water, is considered to be in a state of overdraft. The City released their 2020 Urban Water Management Plan in January 2022. The Plan outlines the water supply system in Porterville and its ability to meet existing and future water needs in the City. The Plan also includes a conservation plan that outlines actions for drought and emergency response to preserve water quality and service in Porterville. Although some shallow wells within the City had an increased presence of nitrates, this level still met standards for potable water. The City is part of the Eastern Tule Groundwater Sustainability Agency (ETGSA), who monitors groundwater sustainability for the subbasin and maintains the ETGSA Groundwater Sustainability Plan, last amended in 2022.

Porterville also maintains and operates five hillside reservoirs. Three have a three-million-gallon capacity, one has a 305,000-gallon capacity, and the final has a 550,000-gallon capacity. A 300,000-gallon reservoir at the airport is also part of the City system. All six reservoirs allow the City to maintain system pressure during peak demand and fire flow situations.

HAZARDOUS MATERIALS

EnviroStor, an online database maintained by CalEPA, is the primary tool for identifying hazardous sites in communities throughout California. GeoTracker is also used to identify leaking underground storage tank (LUST) clean-up sites. EnviroStor and LUST sites in relation to sensitive land uses are identified in Figure 11-2. Although some sites in Porterville have been identified as hazardous, they have been addressed through cleanup efforts and land use limitations or are currently being addressed through these efforts.

See also the Public Utilities Element, Section 8.1 (Water Supply & Conservation) and the Health & Safety Element, section 7.4 (Hazardous Materials) for additional policies.

GUIDING POLICY

EJ-G-1 Impacts from pollution are minimized through thoughtful and deliberate land use planning.

IMPLEMENTATION POLICIES

- EJ-I-1 Evaluate land use decisions for consistency with siting recommendations as outlined in California Air Resources Board's (CARB's) Land Use Compatibility Handbook.
- EJ-I-2 Continue to coordinate with the Eastern Tule Groundwater Sustainability Agency during updates of the ETGSA Groundwater Sustainability Plan.
- EJ-I-3 Continue to consult the EnviroStor database and similar hazardous sites lists when evaluating discretionary land use decisions.

Figure 11-1 Pollution Emitting Sources

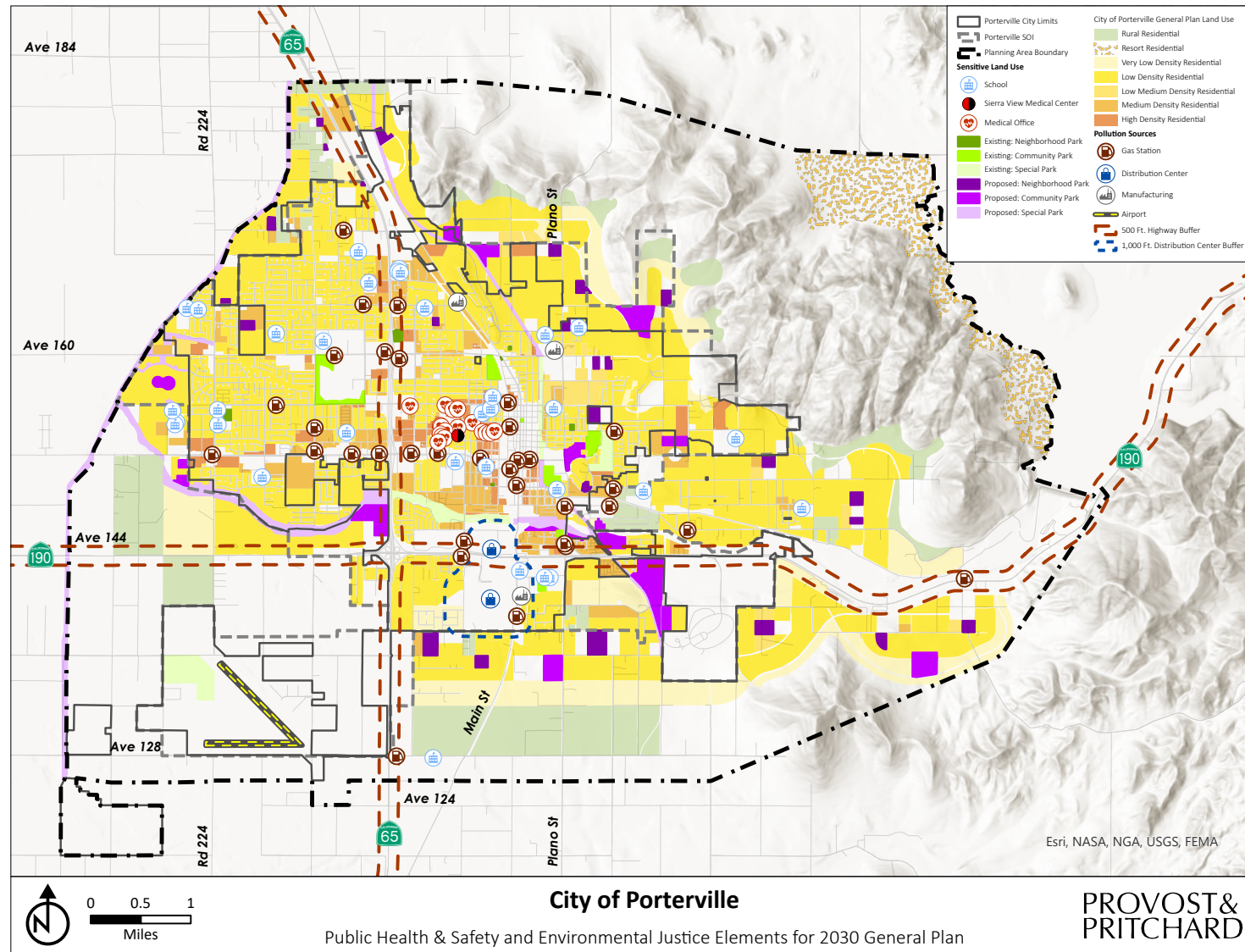
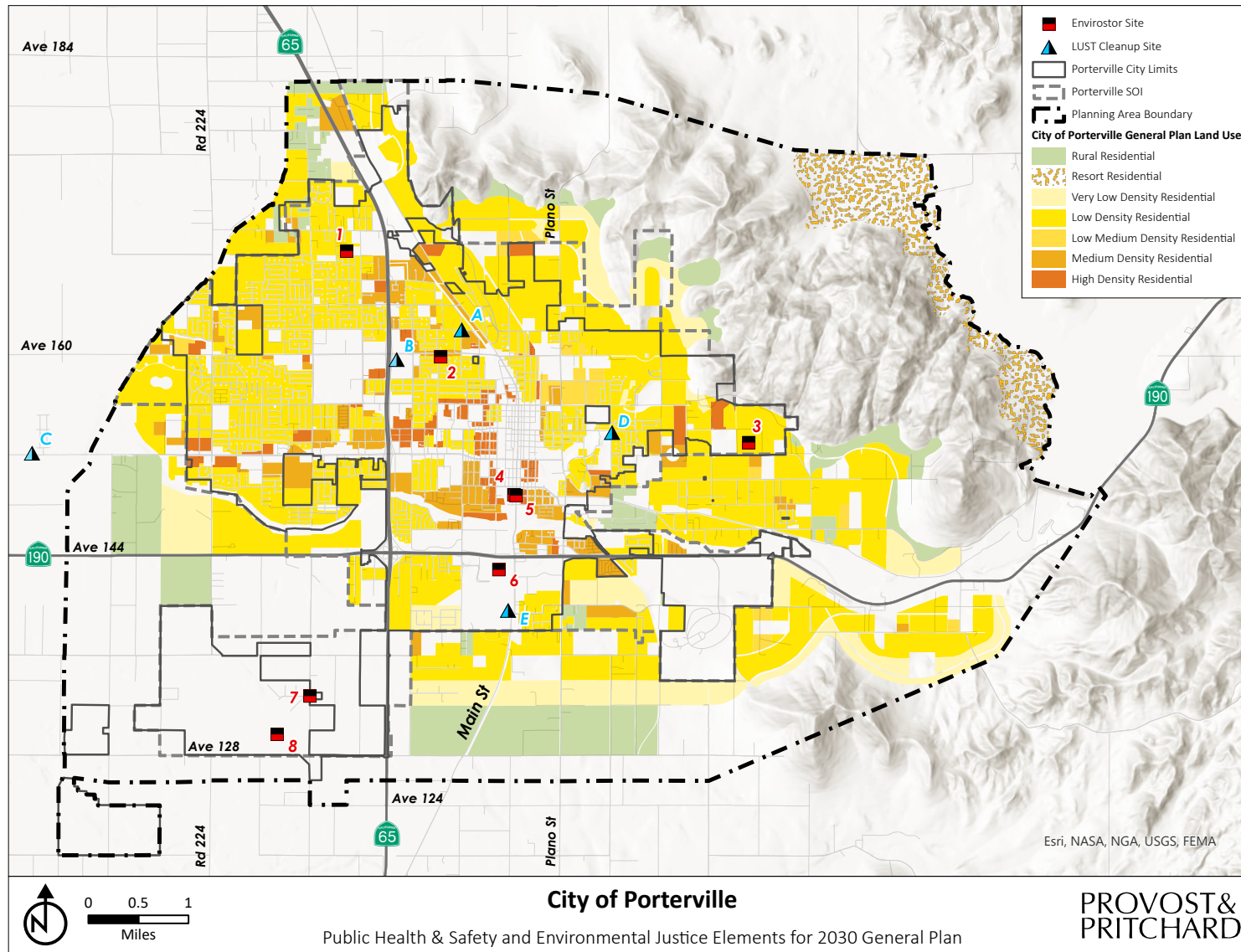


Figure 11-2: Hazardous Sites



11.2 ACCESS TO HEALTHY FOOD

Food access is a concept that includes several related topics, including the availability of nutritionally adequate and affordable food, having enough income to purchase food, as well as proximity and the ability to travel to a food source that offers affordable, nutritionally adequate food. Disadvantaged communities may face greater barriers to accessing healthy and affordable food retailers.

Food access mapping, included in Attachment 3, demonstrates where healthy and unhealthy food sources are located in Porterville. Grocery stores and farmers markets are considered healthy food sources, while convenience stores and liquor stores are considered unhealthy due to the lack of fresh fruits, vegetables, dairy, and meat products. While healthy foods may be available at unhealthy food sources, their label as unhealthy indicates that an individual would not be able to achieve a healthy and balanced diet if they shopped only at those locations.

The United States Department of Agriculture Economic Research Service maintains the Food Access Research Atlas. This tool identifies census tracts where residents are more than one mile away from a grocery store and have limited access to personal vehicles. Porterville has three census tracts where residents are more than one mile from a grocery store (tracts 06107003601, 06107004102, and 06107004000). None of these tracts contain a high number of households without access to a personal vehicle that are more than one mile from a grocery store, although tract 06107004000 does contain a high percentage (98.6%) of people living in a group home (Porterville Developmental Center). Grocery store access is not a concern for residents at this facility, as meals are provided.

GUIDING POLICY

EJ-G-2 All members of the community have access to affordable and nutritious food.

IMPLEMENTATION POLICIES

- | | |
|--------|---|
| EJ-I-4 | Prioritize the development of healthy food outlets in economic development efforts. |
| EJ-I-5 | Consider the proximity to existing unhealthy food sources, including liquor stores, as new development proposals for unhealthy food sources are received to ensure they are not unduly concentrated in disadvantaged areas. |

11.3 SAFE AND SANITARY HOMES

Safe and sanitary housing considers three dimensions: housing conditions, housing affordability, and land-use compatibility. Toxic building materials, extreme temperature variation, poor air quality, moisture intrusion, and overcrowding are all aspects of housing condition that can impact residents' health.

TOXIC SUBSTANCES

There are known risks associated with substances such as lead, asbestos, mold, and other contaminants that are often present in older homes. These substances are more likely to occur and cause negative health effects in older homes and homes that are poorly maintained. While there are not specific dates used to determine the risk of exposure to asbestos and mold, 1980 is typically used to determine the risk of exposure to lead-based paint. As such, this analysis uses 1980 as the date for all three toxic substances. According to the Porterville Housing Element, updated in 2016, 7,773 units in Porterville were built prior to 1980, representing approximately 48% of housing units in the City at that time. Based on the age of Porterville's housing stock, there is likely some occurrence of toxic substances in the City.

OVERCROWDING

Overcrowded housing units also increase health and safety concerns for the community. Additionally, highly overcrowded areas put increased stress on the condition of housing stock and infrastructure. The California Department of Housing and Community Development defines overcrowding as a unit occupied by more than 1.01 persons per room, not limited to bedrooms but excluding bathrooms and kitchens. Severely overcrowded units are occupied by more than 1.5 persons per room. Overcrowding tends to result from a lack of affordable housing or units of adequate size and can impact both owners and renters, though renters tend to be impacted more significantly. The 2016 Housing Element assessed overcrowding in Porterville and indicated that 895 households in the City were overcrowded, representing approximately 2% of units. 81% of overcrowded households had incomes at or below 80% Area Median Income.

HOUSING AFFORDABILITY

When households are cost-burdened they have fewer resources to put towards other living expenses such as transportation, education, or healthcare. Additionally, a restricted budget also restricts housing choice, meaning cost-burdened households are also more likely to be subjected to unsafe housing conditions and overcrowding. Housing farther from commercial and employment centers that is more affordable may also increase transportation costs. Lower-income households and renters tend to be more affected by high housing costs. Housing affordability and accessibility are major components of the Housing Element.

GUIDING POLICY

EJ-G-3 Additional policies related to housing, including access to safe and sanitary homes, are found in the Housing Element. The goals of the Housing Element serve as the guiding policies for this section.

IMPLEMENTING POLICIES

EJ-I-6 Increase awareness of warning signs for the presence of toxic substances related to aging housing stock. Distribute informational materials on the warning signs of toxic substances.

- EJ-I-7 Increase awareness of and participation in affordable housing programs and programs that assist in off-setting other living costs such as food and transportation through the implementation of the Housing Element.
- EJ-I-8 Sponsor and support cooling centers during extreme heat days. Consider alternative locations for cooling centers beyond traditional government buildings to ensure sensitive populations are able to utilize them.

11.4 ACCESS TO PUBLIC FACILITIES AND HEALTH CARE

SB 1000 refers to public facilities as “public improvements, public services, and community amenities”. SB 1000 seeks to ensure that DACs have access to safe, clean public facilities and the equitable distribution of public facilities is an important part of environmental justice. Even basic infrastructure such as sidewalks and streetlights can be inequitably distributed around a community. This can create a range of health risks and quality of life issues including poor physical and mental health, increased exposure to safety hazards, and stifled community growth. The distribution of community facilities in Porterville is shown in Figure 11-3 while the distribution of public services is shown in Figure 11-4. These figures represent facilities mapped as of March 2024 for purposes of completing the analysis required under SB 1000 and informing the policies included in this element and are not intended to limit policies in this or other elements. Public facilities and services are also discussed in the Public Utilities element.

Although health care is not provided by the City of Porterville or another public service within the City, equitable access to health care is important for residents. The Sierra View Medical Center serves as the primary hospital in Porterville. The medical center is open 24 hours and provides a variety of medical services including emergency services, critical care, physical therapy, and rehabilitation, among others. A variety of family medical services, dental offices, and vision care services are in Porterville as well, primarily near the downtown. As of March 2024, there are 17 medical offices, 13 dental offices, and 12 vision care offices in the City, as well as Sierra View Medical Center and the Porterville Developmental Center. Although the offices are generally concentrated downtown, Porterville’s transit system includes routes to designated medical offices, providing greater access to these services.

GUIDING POLICY

- EJ-G-4 Community facilities (including parks and community centers), public facilities (including utilities and transportation infrastructure), and healthcare facilities are equitably distributed throughout the community.*

IMPLEMENTING POLICIES

- EJ-I-9 Continue to ensure the equitable location of public facilities, such as libraries and daycare centers.
- EJ-I-10 Monitor public facilities and service provision, including wastewater treatment, flood control, and transit, and ensure capacity is expanded to meet anticipated need.

- EJ-I-11 Continue to monitor and plan for the development and maintenance of infrastructure through the Capital Improvement Plan (CIP) process to ensure investment is equitably distributed throughout the community.

11.5 ACTIVE LIVING

City design impacts a community's ability to engage in physical activity. A city's open space and transportation network shapes its access to formal and informal recreation opportunities, which in turn impacts public health.

As of March 2024, the City of Porterville has 14 parks totaling nearly 281 acres of park space, among other community facilities that are conducive to physical activity. These park facilities include a 95-acre sports complex with various athletic fields, as well as a 36-acre community park with a public pool, picnic areas, playgrounds, and restrooms. The City also has a bike and walking trail along the Tule River and various community facilities that are maintained by the Parks Department. Parks and open space facilities are mapped in Figure 11-3.

The City also provides a variety of active transportation opportunities. Much of the City has sidewalk available on at least one side of the street, and, although there are some segments in need of repair, it is generally feasible to walk using these facilities in Porterville. The City also has a series of bike lanes, predominantly located in the center of the City. The prevalence of transit throughout the City also encourages the use of active transportation modes such as walking or bicycling to augment existing transit routes.

GUIDING POLICY

- EJ-G-5 *Opportunities for physical activity, such as walking and biking, are integrated into the built environment.*

IMPLEMENTING POLICIES

- EJ-I-12 Continue to implement an active transportation network that links residential uses with schools, shopping, entertainment, recreation, and employment centers.
- EJ-I-13 Conduct a visual quality assessment of bicycle and pedestrian facilities throughout the City to inform the prioritization of infrastructure projects. Identify key gaps in pedestrian and bicycle networks and prioritize infrastructure projects to complete these gaps in order to better connect residents to daily destinations.
- EJ-I-14 Complete an active transportation plan to assist in the planning and funding of bicycle and pedestrian infrastructure improvements throughout the City. Transportation planning should consider adherence throughout the City to current ADA standards.
- EJ-I-15 Require street trees or other shade coverage along key pedestrian and bicycle routes and near transit stops. Street trees should be of a "medium" size or larger.

Figure 11-3: Community Facilities Distribution

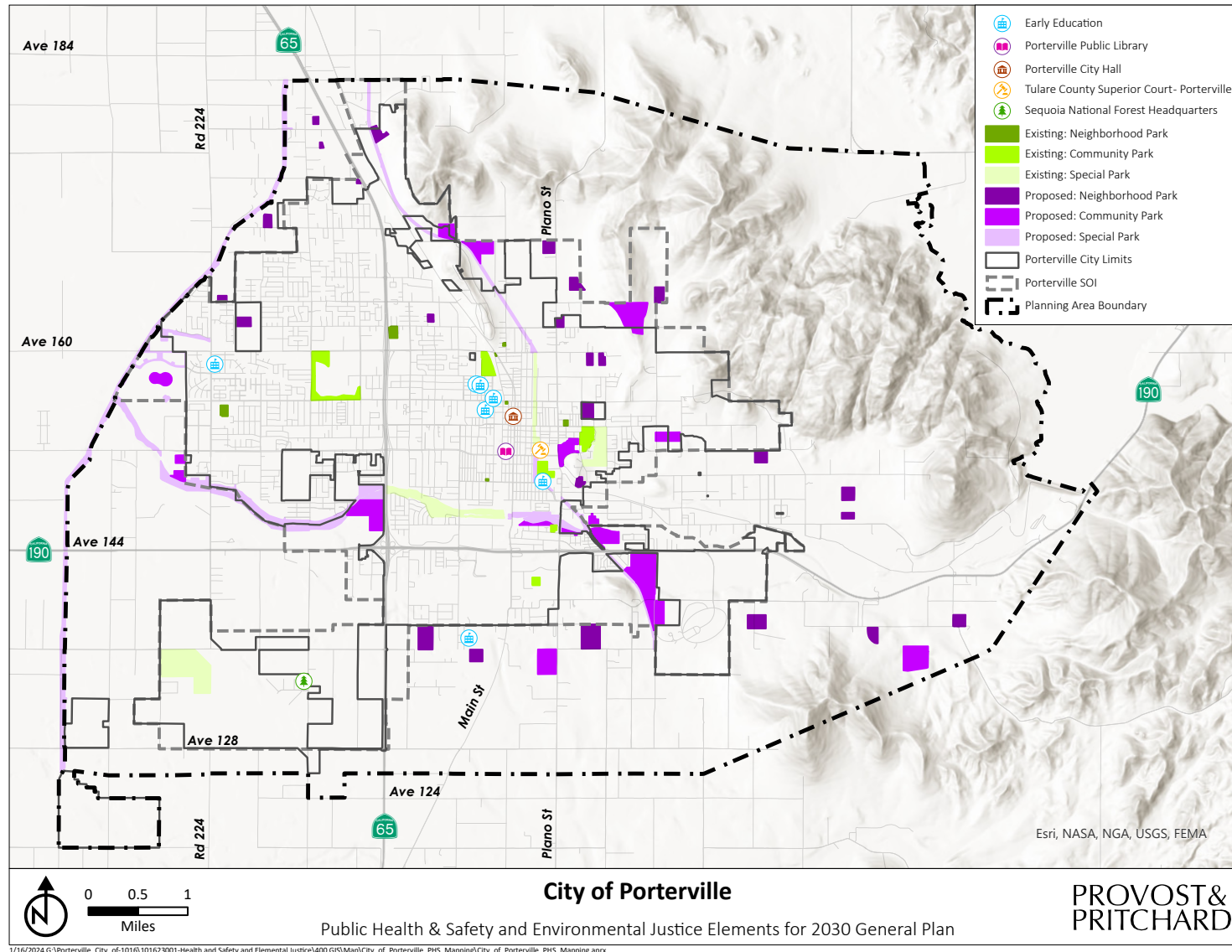
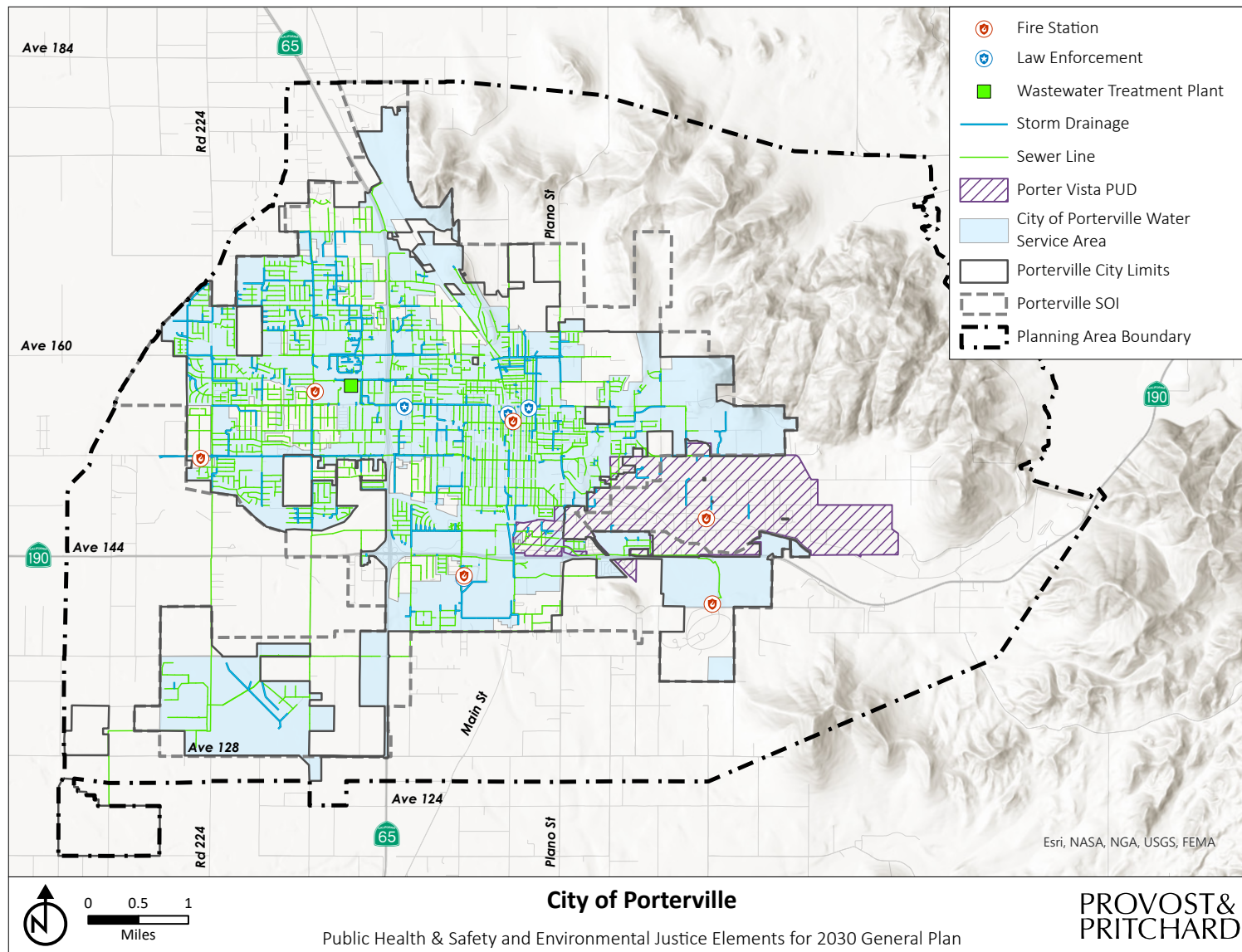


Figure 11-4: Public Services Distribution



11.6 CIVIC ENGAGEMENT

A core part of environmental justice is listening to the people who are most impacted. The most effective community engagement strategies represent all stakeholders, including those who are directly impacted and the public at large.

The City of Porterville has regular City Council meetings on the first and third Tuesdays of the month starting at 6:30 pm and located at the City Hall Council Chambers. The City may also host special community meetings if projects warrant additional public outreach. Spanish translation services for meetings are also provided. City Hall is centrally located in Porterville, which is conducive to public participation. Meeting materials are made available on the website prior to the meeting. Public meetings can be joined in person or via Zoom, and recordings of the meetings are also posted to the City's official YouTube channel. Zoom attendees are able to fully interact during the meeting, with a designated time after in-person comments for online attendees to comment.

GUIDING POLICY

EJ-G-6 All members of the community are afforded meaningful opportunities to engage in local decision making.

IMPLEMENTING POLICIES

- | | |
|---------|---|
| EJ-I-16 | Continue to ensure language accessibility for public government meetings. |
| EJ-I-17 | Continue to increase accessibility of public meetings by providing remote access options and alternative participation opportunities. |
| EJ-I-18 | Routinely evaluate meeting times and locations to ensure the majority of stakeholders are able to attend. |



CITY COUNCIL AGENDA – SEPTEMBER 17, 2024

SUBJECT: Approval of COAR Design Group's Recommendation for Emergency Operations Center & Public Safety Headquarters Location

SOURCE: Engineering and Project Management

COMMENT: At its meeting on November 3, 2023, the City Council authorized staff to execute a contract with COAR Design Group for the first step of a two-step design approach in the design of the Emergency Operations Center & Public Safety Headquarters (EOC). For the first step, COAR Design Group was tasked with evaluating both the former library site and Centennial Plaza as possible locations for the EOC. Location of the EOC to Centennial Plaza, if found possible and beneficial, would allow further improvements to Fire Station 71 that would accommodate the larger fire apparatuses common in today's market as well as additional staffing.

COAR Design Group completed a full structural analysis and review of Centennial Plaza to determine if the cost to retrofit the building to the level of an "Essential Services" building would be cost-effective. Their findings were that the Centennial Plaza was both a viable and cost-effective approach for the future EOC with an estimated renovation cost of approximately \$1,150 per square foot as opposed to the estimated new construction price of \$1,500 per square foot; a 24.34% savings.

Staff respectfully requests City Council's approval of utilizing Centennial Plaza for the future EOC. Upon approval, staff will begin negotiations with COAR Design Group to complete the design of the remodel of Centennial Plaza as the EOC as well as the design work for the addition to Fire Station 71 that would include an office and bedroom for a battalion chief, extension of the existing engine bays, and a memorial to honor Fire Captain Ramon "Ray" Figueroa and Firefighter Patrick Jones.

RECOMMENDATION: That the City Council:

1. Approve COAR Design Group's recommended location for the Emergency Operations Center & Public Safety Headquarters as Centennial Plaza; and
2. Direct staff to negotiate a design contract with COAR Design Group for step two of the design process for the approved location.

ATTACHMENTS:

1. Porterville EOC Final Report August 2024
2. Locator Map

Appropriated/Funded:

Review By:

Department Director:

Javier Sanchez, Engineering & Project Management Director

Final Approver: Jason Ridenour, Deputy City Manager

SITE AND FACILITY ASSESSMENT

PORTERVILLE EMERGENCY OPERATIONS CENTER

08/26/2024



Prepared by:

COAR Design Group
9640 Granite Ridge Drive, Suite 130, San Diego, CA 92123

I. Project History and Background

The City of Porterville is planning to develop plans and specifications for an Emergency Operations Center (EOC) & Public Safety Headquarters. This report looks at the options for locating the new facility at either 41 W Thurman Avenue; the former site of the City's library, or at the current Centennial Building at Thurmon and Main Street.

The City endeavors to design and construct a EOC & Public Safety Headquarters that will serve as the critical coordination hub during emergency incidents and a centralized location for emergency response and recovery operations in Porterville and the greater southeastern Tulare County area. The building will also serve as the public safety administrative building with the location's proximity to Fire Station 71 and the Porterville Police Department.

The design will also incorporate a memorial area to honor Fire Captain Ramon "Ray" Figueroa and Firefighter Patrick Jones who both tragically lost their lives during the catastrophic Library fire on February 18, 2020.

II. Scope and Program

The intent of this report is to assess the potential for the existing Centennial building to be repurposed to serve as the EOC for the City. This would enable the City to further expand Fire Station 71 onto the former library site to better accommodate the apparatus and staffing needs of the Department. The report provides a detailed discussion of upgrades necessary at the existing building, as well as an overview of how the existing library site could be utilized for these purposes as well. The following are some basic outlines of recommended program, scope and functional upgrades:

- Use of the Centennial Building requires maintaining some structural elements/walls within the existing building. This impacts the design layout of the space to some extent but workable solutions exist to accommodate all the desired functions.
- The various users of the facility have differing space needs and the proposed plan attempts to most reasonably accommodate these various needs within the constraints of the space.
- Enclosing the full balcony areas (top and bottom) can be considered if additional space is needed
- The plan for the former library site was considered to also accommodate the fire station improvements. To maximize functionality of Fire Station 71 to accommodate both functional/health and safety improvements, but to accommodate changes to fire apparatus needs as well.

Centennial Building - E Thurman Avenue Feasibility Analysis

Civil Summary of Work:

- Exterior pavement and handrails remodeled in 2018 per record drawings provided (north and west sides), however cross-slopes appear to be exceeded in some places.
- Existing pavement along south side of building is distressed, likely due to settling of column foundations. Suggest assessment by geotechnical engineer if any further settlement is expected. Consider replacement of pavement, especially if cross-slopes exceed 2%.
- No new exterior doors proposed.
- As building is existing and any pavement improvements may be accessibility related, no storm water improvements are required, roof may discharge as it does in existing condition. May consider adding downspout filters as a minimum.
- Existing water service and meters are provided on Thurman. Adequacy of existing size dependent on if increases in fixture units.
- Ex building does not appear to be sprinklered. If not currently sprinklered, new fire service lateral and backflow needed. Placing backflow and bringing lateral in from Thurman (north side) may be the best.
- Sewer, electrical, gas enter building from alley on east side.
- Overhead power runs through the alley. Existing transformer adjacent to building.
- Alley is tight due to width and presence of power poles and trash for both adjacent properties. Space for generator and larger transformer to be considered.
- Full site plan and topographic survey needed to further evaluate.
- A topographic survey and/or CASP survey is recommended, depending on extent of site improvements.

Structural Summary of Work:

- The proposed change in structural risk category from II, business, to IV, essential services, requires the building being upgraded to meeting current code per Existing Building Code Section 506.4.3. The existing lateral force resisting system is overstressed for the increased seismic forces, in terms of lateral capacity, sill plate anchorage and overturning resistance due to the increased forces. The proposed retrofit will include adding new shear walls, strengthening current walls with increased nailing and strengthening overturning resistance with new holdowns and potentially pad footings. Structural Priority: Required
- Current code requires the 2nd floor exitways to be designed for 80 pounds per square foot. Based on the original drawings and calculations the 2nd floor was design for 50 pounds per square foot. Exitways will be strengthened by doubling existing joists where required to meet code required loading. Structural Priority: Required
- An interior partially grout concrete masonry unit (CMU) wall occurs between the tenant spaces along the west side of the building and the Serra View Medical Center. Partially grouted CMU walls are not a permitted system in a Risk Category IV structure. Structural retrofit will include adding new posts to support beams and new wood framed shear wall to resist lateral forces and brace the wall for out-of-plane forces. An alternate

strengthening option, such as fiber reinforce polymer (FRP) may be considered if new wall framing conflicts with occupied spaces. Structural Priority: Required

- If the city chooses to not upgrade the building to a structural risk category IV use the building meets the benchmark criteria for a risk category II use and the above items would not be triggered.
- Non-structural elements were not reviewed, however the proposed change in risk category requires upgrading the building to current code per Existing Building Code Section 506.4. This includes, but not limited to, anchorage of MEP equipment and bracing of fire sprinklers. Structural Priority: Required

Mechanical Summary of Work:

- Existing roof curbs to be re-used as much as possible for new outdoor units serving new VRF and split system heat pump systems.
- New outside air to new fan coil units delivered by new louvers at overhangs or from new air intakes on the roof.
- All new exhaust systems to discharge at roof. Re-use second floor existing shafts or provide new shafts for exhaust systems on first floor.
- All new outdoor mechanical equipment located on the roof. Existing roof may require additional support depending on weight of new equipment.

Plumbing Summary of Work:

- Utility closet for new gas water heater required.
- New sanitary sewer, hot and cold water lines to new restrooms, break rooms, and equipment as required.

Electrical Summary of Work:

- The existing building was previously set up for multi-tenant use.
- The existing building is fed from a PG&E pad mounted transformer located on property.
- The existing transformer is located in the alley, which feeds an existing 1600A 208Y/120V 3PH 4W switchboard.
- The existing primary service is supplied from an overhead PG&E line, via pole riser.
- The existing transformer is sufficient for the proposed building loads.
- The existing multitenant switchboard will be replaced with a single PG&E meter, and distribution breakers.
- A generator section will be added to provide the switchboard with standby backup power.
- The existing telecom service is supplied from a telecom handhole located in the alley.
- The first floor is currently in use by the City of Porterville Library Storage and Crime Division. The first floor has a kitchen service with GFCI protected food service devices and electrical panel. The second floor is currently in use by the City of Porterville children's activity, library support, and general training space.
- The existing electrical service is in a multimeter stack configuration, with (8) PG&E Submeters.
- The existing tenant panels are 70A single phase and will need to be replaced.
- The existing receptacles, lights, controls, and branch circuit devices will need to be replaced for the new program.
- The existing interior lighting is a combination of Linear Fluorescent, and LED retrofits. Lighting controls are localized on off switches, with motion controls in select locations.
- The existing exterior lighting is a mixture of fluorescent, metal halide, and LED retrofit sources. Lighting controls are timeclock based.
- The building does not have a central telecom room. One will need to be constructed for the new building's use.
- A 300kW 208Y/120V 3PH 4W will be required to provide standby power for the full building. A 72-hour base tank will be provided.
- A generator bypass board with camlocks for portable generator connection and load bank will be provided.

40 West Cleveland Avenue New Building Feasibility Analysis

Civil Summary of Work:

- Existing site to be demolished (all existing paving, slab, foundations).
- Public improvements needed behind curb along Hockett and Thurman.
- Return apron to back of ex fire station not adequate, especially for trucks returning from the south. From Hockett curb a driveway perpendicular to the road is needed for 10-ft, then start 30-ft radius turn, all 30-ft wide. Hockett street is only 36-ft wide, with parking on both sides limiting truck turning.
- Minimal grading due to existing flat site.
- Water and Fire Service to come from new laterals in Hockett or Thurman, space needed for backflows on site. Fire riser to be located on north or west side of building.
- Sewer service to come from alley, east side of building.
- Electrical, communications, and gas all come from alley, east side of building.
- No parking proposed (street parking available, as well as parking at nearby City facilities)
- Drainage - it appears the site drains northeast to inlet at alley/Thurman. Treatment of runoff will be required via biofiltration basins, raised planters along building, tree wells, modular wetland units or other methods. The direction of roof drainage, location of downspouts, and depth of existing public drainage system will impact the feasibility of treatment method. Small pump may be needed. No storage needed due to existing vs proposed impervious area.
- Full site plan and topographic survey needed to further evaluate.

Structural Summary of Work:

- The new building will be designed to meet structural risk category IV, essential services. The design may require additional structural upgrades to accommodate the potential collapse impacts from the existing fire station building and/or cell tower. The exact impact of this is still to be determined based on final design layout.

Mechanical Summary of Work:

- Ventilation to all fan coil units provided by supply fan located on the roof. Shaft space required for ductwork vertical transport from first floor to the roof.
- All exhaust systems to discharge at roof. Shaft space required for ductwork vertical transport from first floor to the roof.

Plumbing Summary of Work:

- Utility closet for new gas water heater required.
- New sanitary sewer, hot and cold water lines to all restrooms, break rooms, and equipment as required.

Electrical Summary of Work:

- The existing building was a library that was demolished by the city following a fire.
- The existing building was previously fed from a PG&E pad mounted transformer located on the project site.
- A new pad mounted transformer for the proposed building loads.
- A new 800A exterior switchboard will be provided to serve fire station loads.

- The existing telecom service is supplied from a telecom handhole located in the alley.
- A new interior telecom room will be required to house station telecom, alerting,
- A generator section and ATS will be added to provide the switchboard with standby backup power.
- A 270kW 208Y/120V 3PH 4W will be required to provide standby power for the full building. A 72-hour base tank will be provided.
- A generator bypass board with camlocks for portable generator connection and load bank will be provided.
- A communication between the traffic signal and apparatus bay will be provided on the site for safe fire truck exit.

III. Recommendations

After a review of the building program and assessing several potential building layouts it is clear that the existing Centennial Building can accommodate all of the desired needs for Fire, Police and City EOC requirements and is the recommended approach. Utilizing this existing building will not only be a more cost effective approach to provide the necessary City facilities, but will enable the City to further develop the former Library site as an expansion of Fire Station 71, as well as a memorial for the firefighters lost in the library fire.

Appendix A: Building Program

Porterville EOC

Preliminary Program and Space Needs Assessment

Date Completed:

6-May-24

PUBLIC SAFETY - FIRE / ADMIN PERSONNEL DESIGN PARAMETERS		
Chief	1	
Battalion Chief	1	
District Chief	1	
Fire Marshal	1	
Fire Inspector	1	
Code Enforcement Officer	3	
Total Personnel	8	

PUBLIC SAFETY - POLICE / ADMIN PERSONNEL DESIGN PARAMETERS		
FD	Chief	1
FD	Deputy Chief	1
FD	Battalion Chief	1
FD	Fire Marshal	1
FD	Fire Inspector	1
FD	Clerical Assistant	1
PD	Chief	1
PD	Assistant Chief	1
PD	Captain	2
PD	Admin Sergeant	1
PD	Training Officer	1
PD	Crime Analyst	1
PD	Clerical Assistant	2
PD	Dispatch	8
Total Personnel	23	

GENERAL PROJECT CRITERIA			
Type of Space:		General Layout	
No.	Requirement	Space Attributes	Comments
1	Preferred Location	15 East Thurman Ave. Porterville CA 93257	A.P.N. 253-192-006
2	Alt. Location	40 West Cleveland Ave. Porterville CA 93257	A.P.N. 252-184-001
3	Site Security		
4	Potential for Roof Solar		

FIRST FLOOR - ADMINISTRATION, EOC, AND PARKS					
Type of Space:		Administration	Space Standards		
No.	Requirement	Space Attributes	SF	Size	Comments
1	Lobby		300	20x15	
2	Public Restroom	(1) Single Occupancy Restroom, Accessed from Exterior	65	8x8	
3	Staff Restroom	(1) Single Occupancy Restroom	65	8x8	
4	Shower/Locker		100	16x25	
5	(M) Shower/Locker	2 Showers (1 ADA), (10) 2-tier lockers	240	12x20	
6	(W) Shower/Locker	2 Showers (1 ADA), (10) 2-tier lockers	240	12x20	
7	(W) Multi- Occupant Restroom	2 WC with 2 LAV	200	10x20	
8	(M) Multi- Occupant Restroom	1 WC, 1 URINAL with 2 LAV	200	10x20	
9	Electrical		80	9x9	
10	Custodial		25	5x5	
11	Storage	Distributed throughout floor	200	-	
ADMINISTRATION SUBTOTAL:			2,015		
Type of Space:		EOC	Space Standards		
1	EOC		1,400	25x40	
2	Breakout Rooms	(3) Rooms with Conference Table Seating for (6)	600	10x15	
	Large Breakout Room	(1) Room with Conference Table Seating for (10)	200	10x20	
3	Server Room		350	25x14	
4	Break Room		100	13x10	
5	EOC Office	(1) Office with single workstation	150	15x10	
EOC SUBTOTAL:			2,800		
Type of Space:		Parks Administration	Space Standards		
1	Lobby		120	10x12	
2	Restroom	(1) Single Occupancy Restroom	65	8x8	
3	Director Office		140	10x14	
4	Assistant Director Office		130	10x13	
5	Open Office	(2) workstations	270	15x18	
6	Storage		40	8x5	
PARKS ADMINISTRATION SUBTOTAL:			765		

SECOND FLOOR - ADMINISTRATION					
Type of Space:		Fire & Police Admin	Space Standards		
No.	Requirement	Space Attributes	SF	Size	Comments
1	Small Conference Room	Conference Table Seating for (8)	200	12x17	
2	FD Chief Office		320	20x16	
3	FD - Deputy Chief		150	15x10	
4	FD - Battalion Chief		150	15x10	
5	FD - Fire Marshal		150	15x10	
6	FD - Fire Inspector		150	15x10	
7	FD - Clerical Assistant	Open office with (1) desk	40	8x5	
8	FD - Office	(2) Offices for future growth	150	15x10	
9	Dispatch	Open Office with space for up to (8) workstations	750	30x25	
10	PD Chief Office		320	20x16	
11	PD - Assistant Chief		150	15x10	
12	PD - Captain	(2) Offices	300	15x10	
13	PD - Admin Sergeant		150	15x10	
14	PD- Training Officer		150	15x10	
15	PD - Crime Analysis		150	15x10	
16	PD - Clerical Assistance	Open office with (2) desks	80	8x10	
17	Custodial		50	5x10	
18	(M) Multi- Occupant Restroom	2 WC with 2 LAV	200	10x20	
19	(M) Multi- Occupant Restroom	1 WC, 1 URINAL with 2 LAV	200	10x20	
20	Storage	Distributed throughout floor	200	10x10	
21	Staff Single Restroom	(2) Single Occupancy Restrooms	130	8x8	
ADMINISTRATION SUBTOTAL:			4,140		

SPACE NEEDS SUMMARY			
	SF	Comments	
1st Floor Total	5,580		
2nd Floor Total	4,140		
BUILDING SUBTOTAL (SF)	9,720		
Circulation/Structure at 30% of Subtotal	2,916		
EOC GRAND TOTAL (SF)	12,636		

Appendix B: Engineering Reports

- Structural
- Electrical



Seismic Evaluation Report Centennial Plaza – Proposed EOC

296 Main St, Porterville CA
ZFA Project: 23791

February 21, 2024

Prepared For:
COAR Design Group
Santa Rosa, CA

Prepared By:
Cameron Grant, Designer
Luke Wilson, Principal in Charge

1212 fourth street
suite z
santa rosa ca 95404
707 526 0992

TABLE OF CONTENTS

EXECUTIVE SUMMARY	2
INTRODUCTION	3
EVALUATION OVERVIEW	3
STRUCTURE OVERVIEW	4
General Site Description	4
General Objective of Evaluation	4
Site Seismicity (Earthquake Activity)	5
Change in Structural Risk Category	6
Structural System and Materials Description	8
Building Type	9
Historical Performance	9
Benchmark Buildings	9
FINDINGS AND RECOMMENDATIONS	9
Structural	9
CONCEPT STRUCTURAL IMPLICATIONS FOR CHANGE TO EMERGENCY OPERATION CENTER USE:...	12
RELIABILITY OF SEISMIC EVALUATIONS	13
CLOSING	13
APPENDIX A – PHOTOGRAPHS	14
APPENDIX B – MAPS	16
Location Map	17
Aerial View of Location	18
Liquefaction Susceptibility Map	19
Surface Fault Rupture Map	20
APPENDIX C – SUMMARY DATA SHEET	21
Summary Data Sheet	22
Material Properties	23
APPENDIX D –TIER 1 CHECKLISTS	24
APPENDIX E – STRUCTURAL CALCULATIONS.....	41

Centennial Plaza, 296 N Main St, Porterville CA

EXECUTIVE SUMMARY

The Centennial Plaza Building, the proposed future site of the new emergency operations center for the City of Porterville, located at 296 North Main Street, has been reviewed for **Immediate Occupancy** performance level using the ASCE 41-17 Standard for Seismic Evaluation and Retrofit of Existing Buildings, Tier 1 and Tier 2 Evaluations. The building was reviewed using the original construction documents, original structural calculations, structural Tier 1 checklists, and site visits. Non-structural elements were not included in the scope of this review. Items indicated as non-compliant by Tier 1 checklists were reviewed using Tier 2 evaluation procedures. Additional non-seismic change in occupancy implications were evaluated as well as part of this review.

The review resulted in the following structural and geotechnical findings and recommendations for improvement in order of significance:

STRUCTURAL

- The proposed change in structural risk category from II, business, to IV, essential services, requires the building being upgraded to meeting current code per Existing Building Code Section 506.4.3. The existing lateral force resisting system is overstressed for the increased seismic forces, in terms of lateral capacity, sill plate anchorage and overturning resistance due to the increased forces. The proposed retrofit will include adding new shear walls, strengthening current walls with increased nailing and strengthening overturning resistance with new holdowns and potentially pad footings. *Structural Priority: Required*
- Current code requires the 2nd floor exitways to be designed for 80 pounds per square foot. Based on the original drawings and calculations the 2nd floor was design for 50 pounds per square foot. Exitways will be strengthened by doubling existing joists where required to meet code required loading. *Structural Priority: Required*
- An interior partially grout concrete masonry unit (CMU) wall occurs between the tenant spaces along the west side of the building and the Serra View Medical Center. Partially grouted CMU walls are not a permitted system in a Risk Category IV structure. Structural retrofit will include adding new posts to support beams and new wood framed shear wall to resist lateral forces and brace the wall for out-of-plane forces. An alternate strengthening option, such as fiber reinforce polymer (FRP) may be considered if new wall framing conflicts with occupied spaces. *Structural Priority: Required*
- If the city chooses to not upgrade the building to a structural risk category IV use the building meets the benchmark criteria for a risk category II use and the above items would not be triggered.

NON-STRUCTURAL

- Non-structural elements were not reviewed, however to proposed change in risk category requires upgrading the building to current code per Existing Building Code Section 506.4. This includes, but not limited to, anchorage of MEP equipment and bracing of fire sprinklers. *Structural Priority: Required*

The following evaluation report details our findings.

Centennial Plaza, 296 N Main St, Porterville CA

INTRODUCTION

The purpose of this evaluation is to review and evaluate the structural systems of the subject building using criteria provided by ASCE 41-17. The evaluation criteria have been tailored for specific building types and desired levels of building performance. This standard is based on criteria developed from observation of structural and non-structural damage occurring in previous earthquakes and provides a means to identify general deficiencies based on anticipated behavior of specific building types.

The evaluation begins with a Screening Phase (Tier 1) to assess primary components and connections in the seismic force resisting system through the use of standard checklists and simplified structural calculations. Checklist items are general in nature and are intended to highlight building components that do not exceed conservative construction guidelines. If the element is compliant, it is anticipated to perform adequately under seismic loading without additional review or strengthening. Items indicated as non-compliant in a Tier 1 checklist are considered potential deficiencies that require further analysis.

A limited, deficiency-based Evaluation Phase (Tier 2) can then be used to review the items determined to be potential deficiencies by Tier 1 checklists and simplified calculations. Non-compliant items are evaluated for calculated linear seismic demand as determined by ASCE 41-17. If the elements are compliant per Tier 2 analysis, the Tier 1 deficiency is waived. However, if the element remains non-compliant after the more detailed Tier 2 analysis, repair or remediation of the deficiency is recommended.

In certain cases, a more detailed Systematic Evaluation (Tier 3) may be more appropriate for complex structures where a Tier 2 analysis may be considered significantly conservative. A Tier 3 structural evaluation generally requires a substantially greater level of effort than a Tier 2 review.

EVALUATION OVERVIEW

This seismic evaluation report for the existing buildings located at The Centennial Plaza Building in Porterville, CA, is based on the following:

- The American Society of Civil Engineers/ Structural Engineering Institute (ASCE/SEI 41-17) Standard for Seismic Evaluation and Retrofit of Existing Buildings - Tier 1 and Tier 2 (non-compliant items only), Immediate Occupancy level structural evaluation criteria.
- One site visit for general review of structures performed on 12/05/23. No destructive testing or removal of finishes was performed or included in scope.
- Review of following original drawings:
 - Structural and Architectural drawings by Dennis A. Townsend, Townsend Architectural Group (2006).
 - Structural Calculations prepared by Michael D. Jundt, Associated Design and Engineering Inc (2006).
- Existing material properties as indicated in Appendix C.
- Review of following geotechnical report:
 - Geotechnical Investigation by Consolidated Testing Laboratories, INC (File No. 6403-05, December 2005).

Centennial Plaza, 296 N Main St, Porterville CA

- Review of non-structural elements is not included.

STRUCTURE OVERVIEW

General Site Description

The building is located on a flat lot, approximately 1.3 miles east of Highway 65 and approximately 1.4 miles north of highway 160 in Porterville on Main St and Thurman Ave. The building was originally built as an office and tenant space and is currently functions as an office building.

General Objective of Evaluation

The City of Porterville (City) requested a seismic evaluation to identify potential seismic remediations required to bring the building into current standards by performing an ASCE 41 Tier 1 & Tier 2 evaluation to the Immediate Occupancy performance level. The City's stated goal is to determine if the current building is constructed to or can be modified to be an "Essential Services Building". According to Table 1604.5 of the 2022 California Building Code (CBC), essential facilities "designated emergency preparedness, communications and operations centers and other facilities required for emergency response" are assigned to Risk Category IV.

ASCE 41 contains predefined Seismic Hazard Levels. Basic Safety Earthquake (BSE) levels BSE-1E and BSE-2E are for use with the Basic Performance Objective for Existing Buildings. BSE-1N and BSE-2N for use with the Basic Performance Objective Equivalent to New Building Standards. Typically, an ASCE 41 Tier 1 & Tier 2 evaluation would utilize the BSE-1E level forces. However, there are various factors outlined in the 2022 California Existing Building Code (CEBC) that trigger a more in-depth analysis under the Basic Performance Objective Equivalent to New Building Standards. One of the factors is described in Section 506.4.3 of the CEBC:

Where a change of occupancy results in a building being assigned to a higher risk category, the building shall satisfy the requirements of Section 1613 of the California Building Code for the new risk category using full seismic forces.

Section 303 of the CEBC outlines the requirements for structural design loads and evaluation and design procedures. The statement "full seismic forces" in Section 506.4.3 means Section 303.3.1 (Compliance with full seismic forces) must be used for the analysis. The criteria utilized for this evaluation is in accordance with Table 303.3.1, which requires BSE-1N earthquake hazard level.

Structural Performance Objective:

Per ASCE 41-17, a structural performance objective consists of a target performance level for structural elements in combination with a specific seismic hazard level. For seismic assessment of the subject building, the Basic Performance Objective for New Buildings (BPON) is used.

For the purposes of this review to the BPON, the specified level of structural performance is **Immediate Occupancy (1-A)** for this essential structure (Risk Category IV as defined by ASCE 7). The Immediate Occupancy Performance Level as described by ASCE/SEI 41-17: '*Structural Performance Level S-1 is defined as the post-earthquake damage state in which a structure remains safe to occupy and essentially retains its pre-earthquake strength and stiffness.*'

The structure is reviewed in accordance with the requirements of Table 2-3 of ASCE 41-17 for Tier 1 and Tier 2 procedures. For this Risk Category IV structure, the Immediate Occupancy structural performance level is evaluated to the BSE-1N seismic hazard level.

Site Seismicity (Earthquake Activity)

Per ASCE 41-17, 'seismicity', or the potential for ground motion, is classified into regions defined as Very Low, Low, Moderate, or High. These regions are based upon mapped site accelerations S_s and S_1 which are then modified by site coefficients F_a and F_v to produce the Design Spectral Accelerations, S_{DS} (short period) and S_{D1} (1-second period). The successful performance of buildings in areas of high seismicity depends on a combination of strength, ductility of structural components, and the presence of a fully interconnected, balanced, and complete seismic force-resisting system. Where buildings occur in lower levels of seismicity, the strength and ductility required for better performance is significantly reduced, and building components or connections with additional strength capacity can in some cases be adequate despite lacking ductility.

Since sufficient data for determination of building Site Class at the subject site was not provided for review, a soil profile of Site Class D by Default shall be assumed per ASCE 7-16 Section 20.1 as referenced in Section 2.4.1.6 in ASCE 41-17. Site coefficients F_a and F_v shall be determined based on this site class as well as the requirements of ASCE 7-16 Section 11.4.4.

Per the site values indicated by USGS data and evaluated using seismic acceleration equations and tables of ASCE 41-17, Level of Seismicity (Section 2.5) for this site is indicated to be **High**, with a design short-period spectral response acceleration parameter (S_{DS}) of 0.772g and a design spectral response acceleration parameter at a one second period (S_{D1}) of 0.728g associated with the BSE-2N seismic hazard level. Per the table shown below, both of these parameters exceed the lower boundaries for High Level of Seismicity classification, 0.5g for S_{DS} and 0.2g for S_{D1} .

Level of Seismicity*	S_{DS}	S_{D1}
Very Low	< 0.167g	< 0.067g
Low	$\geq 0.167g$	$\geq 0.067g$
	< 0.330g	< 0.133g
Moderate	$\geq 0.330g$	$\geq 0.133g$
	< 0.500g	< 0.200g
High	$\geq 0.500g$	$\geq 0.200g$

*Where S_{DS} and S_{D1} values fall in different levels of seismicity, the higher level shall be used.

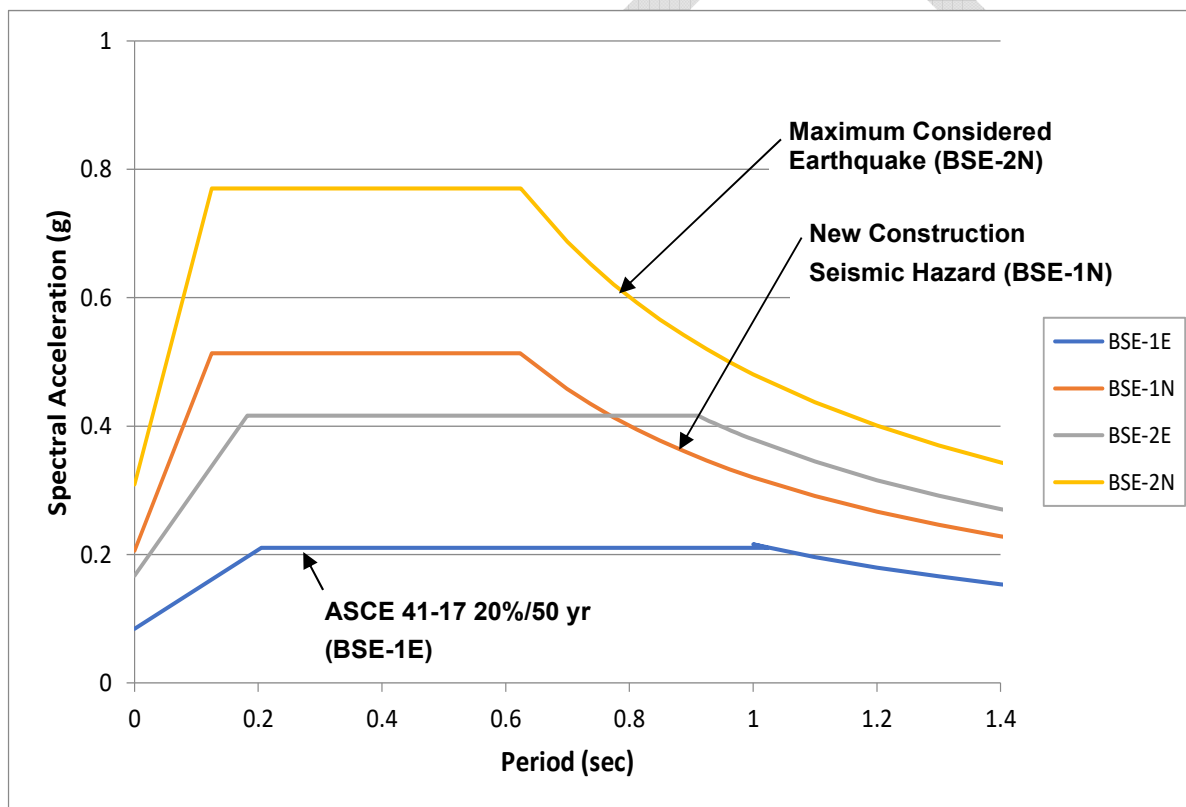
The spectral response parameters S_s and S_1 were obtained for the BSE-1N seismic hazard level for new structures (BPON). The acceleration values were adjusted for the maximum direction and site class in accordance with ASCE 41 Section 2.4.1 to determine the design values for the Tier 1 and Tier 2 analyses.

The following charts depict the response spectra for the multiple seismic hazard levels defined by ASE 41-17, two existing hazard levels and two hazard levels corresponding to code design of new structures (ASCE 7).

Centennial Plaza, 296 N Main St, Porterville CA

Seismic Hazard Level*	Building Code Reference	Design Spectral Acceleration $S_a(T)$
BSE-1E	ASCE 41-17 (20%/50yr)	0.21g
BSE-1N	ASCE 7-16 Design Basis Earthquake (DBE)	0.51g
BSE-2E	ASCE 41-17 (5%/50yr)	0.42g
BSE-2N	ASCE 7-16 Maximum Considered Earthquake (MCE)	0.77g

* Seismic hazard levels denoted with 'E' for existing buildings or 'N' for new building equivalency.



g

Change in Structural Risk Category

The City's stated goal to modify the building from an office building to an Essential Services Building represents a change in structural risk category. Per the California Existing Building Code (CEBC) a change in Risk Category triggers the building being evaluated, and strengthened as required, to current code.

Section 506.4.3 of the CEBC:

Centennial Plaza, 296 N Main St, Porterville CA

*Where a change of occupancy results in a building being assigned to a higher risk category, the building shall satisfy the requirements of Section 1613 of the California Building Code for the new risk category using **full seismic forces**.*

Section 303 of the CEBC outlines the requirements for structural design loads and evaluation and design procedures. The statement “**full seismic forces**” in Section 506.4.3 means Section 303.3.1 (Compliance with full seismic forces) must be used for the analysis which is defined as BSE-1N (see Figure 3).

[BS] TABLE 303.3.1
PERFORMANCE OBJECTIVES FOR USE IN ASCE 41 FOR COMPLIANCE WITH **FULL SEISMIC FORCES**

RISK CATEGORY (Based on CBC Table 1604.5)	STRUCTURAL PERFORMANCE LEVEL FOR USE WITH BSE-1N EARTHQUAKE HAZARD LEVEL	STRUCTURAL PERFORMANCE LEVEL FOR USE WITH BSE-2N EARTHQUAKE HAZARD LEVEL
I	Life Safety (S-3)	Collapse Prevention (S-5)
II	Life Safety (S-3)	Collapse Prevention (S-5)
III	Damage Control (S-2)	Limited Safety (S-4)
IV	Immediate Occupancy (S-1)	Life Safety (S-3)

Figure 1: Table from 2019 CEBC

Centennial Plaza, 296 N Main St, Porterville CA

Structural System and Materials Description

General

The building is approximately 13,000 square feet and is two stories. The building was originally constructed for the use as an office space and several leased tenant spaces. There is an exterior covered balcony at the upper floor along the south elevation.

Roof Framing

The structure is approximately 30'-0" tall with a 1 ½ inch to 12-inch slope. Floor to floor height is approximately 14'-7". The roof structure is wood framed with plywood sheathing over 14-inch TJI rafters at 24 inches on center, supported by bearing walls at the exterior and a combination of bearing walls or glulam beams at the interior. Glulam beams are 5 ½ x 19 ½ inch and 6 ¾ x 22 ½ inch. Glulam beams are supported by 6x6 or 6x8 wood posts.

Second Floor Framing

Second floor structure consists of plywood sheathing over 16 inch TJI joists at 24 inches on center typically, with tightened spacing at one location where spans are larger. Joists are supported by bearing walls and a 7x18 inch PSL beam in one location. This beam is supported by 5x5x1/4 tube steel columns. The second floor has a balcony which is supported by 11 7/8 inch TJI joists which are supported by exterior walls and a 5 1/8x12 inch glulam beam.

Walls

Typical exterior walls and interior bearing walls are 2x6 Douglas Fir #2 studs at 16 inches on center. An 8 inch partially grouted concrete masonry unit wall with #5 rebar at 24 inches on center each way bisects the building and is continuous from foundation to top of roof elevation.

Seismic Force-Resisting System

The lateral force resisting system is primarily wood shear walls, with one CMU shear wall in the north-south direction. The roof diaphragms consist of ½ inch plywood unblocked with 8d nails at 6 inches on center with blocking provided at specific locations shown on plan. The floor diaphragm consists of ¾ inch plywood unblocked with 10d nails at 6 inch on center with blocking provided at specific locations shown on plan.

Foundations

The foundation system consists of shallow foundations that include a 4-inch concrete slab on grade floor that spans between 12 to 15 inches wide by 12 to 18 inches deep continuous footings. Interior pad footings occur at some wood posts and at all tube steel posts.

Field Verification and Condition Assessment

The structure appears to be in generally good structural condition with minimal structural damage or deterioration apparent and appears to be constructed in general accordance with the provided structural drawings. There appeared to be multiple shrinkage or temperature cracks in the stucco finish throughout the building. These are not considered a structural issue. The exterior sidewalk below the covered porch area was cracked around the columns. The stucco around the columns and ceiling were not cracked beyond the shrinkage cracking previously mentioned therefore it does not appear that settlement caused the cracking. This is a non-structural sidewalk area and is not considered part of the structural system.

Material Properties

Basic properties for existing structural materials found on existing building documentation, through testing or ASCE 41 code prescribed minimum structural values utilized in the analysis calculations can be found in Appendix C.

Centennial Plaza, 296 N Main St, Porterville CA

Building Type

Per ASCE/SEI 41-17, this building can be classified as **Building Type W2: Wood Frames, Commercial and Industrial**. As described by ASCE/SEI 41-17: *'These buildings are commercial or industrial buildings with a floor area of 5,000 square feet or more. There are few, if any, interior walls. The floor and roof framing consists of wood or steel trusses, glulam or steel beams, and wood posts or steel columns. The foundation system may consist of a variety of elements. Seismic forces are resisted by flexible diaphragms and exterior stud walls sheathed with plywood, oriented strand board, stucco, plaster, straight or diagonal wood sheathing, or braced with various forms of bracing. Wall openings for storefronts and garages, where present, are framed by post-and-beam framing.'*

Historical Performance

Modern wood frame structures detailed to resist seismic loads were generally not built prior to 1934, except for public schools in high seismic areas. In general, seismic provisions for wood framed structures started to be incorporated into building codes in the 1950's. After 1970, well-defined lateral-force-resisting systems were usually incorporated as part of the design in high seismic areas. Seismic performance of these types of structures is dependent on proper detailing and quality of construction. Wood framed structures with diagonal lumber or plywood sheathed shear wall systems have demonstrated adequate performance in past earthquakes provided they had low height-to-length aspect ratios, acted as a unit, had an adequate number of shear walls, and were reasonably symmetric in plan and elevation. In particular, plywood shear wall systems with height-to-length aspect ratios less than 2-to-1 typically provide acceptable earthquake load resistance strength. However, plywood shear walls generally require hold-downs at each end to resist overturning especially in multistory structures.

Benchmark Buildings

In addition to classifying buildings by type of construction, ASCE 41-17 identifies 'Benchmark Buildings' for each type (Section 3.3). The detailing of seismic force-resisting systems in Benchmark Buildings is generally considered to satisfy the performance requirements of ASCE 41-17 for the Collapse Prevention seismic performance level for the BSE-2E seismic hazard level. When a building is determined to meet Benchmark Building requirements through field verification of construction compliant with benchmark code requirements, only review of foundation and non-structural elements is required. However, because the anticipated performance requirements for a Benchmark Building do not meet the BPOE standards required for this Risk Category IV structure, regardless of referenced design standards utilized for design of this building, a full Tier 1 analysis is required.

FINDINGS AND RECOMMENDATIONS

Structural

The ASCE 41-17 Tier 1 Basic Immediate Occupancy and Building Type Specific Checklists indicate the primary building structure as non-compliant in four (4) areas for Immediate Occupancy Performance.

- a. SHEAR STRESS CHECK: *The shear stress in the shear walls, calculated using the Quick Check procedure of Section 4.4.3.3, is less than the following values (Commentary: Sec. A.3.2.7.1. Tier 2: Sec. 5.5.3.1.1):*
 - i. Structural panel sheathing 1,000 lb/ft
 - ii. Diagonal sheathing 700 lb/ft
 - iii. Straight sheathing 100 lb/ft
 - iv. All other conditions 100 lb/ft

FINDINGS: Average shear stress for each wall line was calculated in accordance with the Tier 1 quick check procedure. It was found that three of four shear walls at the first-floor shear stresses exceed the allowable shear stress limit of 1,000lb/ft.

Additional Tier 2 analysis was performed for these three wall lines utilizing shear wall capacities per existing drawings. Calculated shear wall capacities exceed Tier 2 level demands.

RECOMMENDATION: Shear wall strengthening at highly loaded walls is recommended.

Additional nailing and plywood (where existing plywood is inaccessible) may be applied to shear walls such that shear capacity is adequate for demands. Holdown elements should be strengthened as well at all wall locations to resist overturning forces. Additional post installed sill bolts may be required to resist shear demands at some locations.

- b. **NARROW WOOD SHEAR WALLS:** *Narrow wood shear walls with an aspect ratio greater than 1.5-to-1 are not used to resist seismic forces. (Commentary: Sec. A.3.2.7.4. Tier 2: Sec. 5.5.3.6.1)*

FINDINGS: Narrow walls with aspect ratios greater than 1.5-to-1 occur throughout the structure. Per existing drawings, walls at the second level and one wall at the lower level have strapping at openings, reducing the aspect ratio, and therefore rendering them compliant. The remaining three wall lines at the lower level are composed of wall piers that do not meet aspect ratio requirements, and resultingly were evaluated for overturning forces. Note, per existing structural calculations these walls were designed to have strapping similar to all other walls, though these are not indicated in the drawing set.

Through overturning analysis, existing hardware provided to resist overturning is not adequate for Tier 2 level seismic demands.

RECOMMENDATION: See shear wall strengthening recommendations outlined in item a above. Holdowns provided at upper walls are likely not adequate for demands, though their analysis is not triggered by the Tier 1 checklist. Strengthening upper wall holdown elements is recommended. Further site investigation can be provided to determine if strapping in provided calculations was provided in the field.

- c. **DIAGONALLY SHEATHED AND UNBLOCKED DIAPHRAGMS:** *All diagonally sheathed or unblocked wood structural panel diaphragms have horizontal spans less than 30 ft and aspect ratios less than or equal to 3-to-1. (Commentary: Sec. A.4.2.3. Tier 2: Sec. 5.6.2)*

FINDINGS: Diaphragm spans at both the roof and second floor are primarily unblocked and exceed the Tier 1 requirement of 30 ft.

Tier 2 level diaphragm demands were calculated and compared with capacities determined from existing drawing specifications. Diaphragm capacities exceed Tier 2 level demands and are therefore complaint.

RECOMMENDATION: Diaphragm strengthening is not structurally necessary.

- d. **WOOD SILL BOLTS:** Sill bolts are spaced at 4ft or less with acceptable edge and end distance provided for wood and concrete. (Commentary: Sec. A.5.3.7. Tier 2: Sec. 5.7.3.3)

FINDINGS: Typical sill bolt spacing per existing drawings is 72" oc, which is less than the Tier 1 required 48" oc. Reduced spacing is indicted at shear wall locations.

Sill bolt shear capacities at each exterior (shear) wall lines were evaluated against Tier 2 shear demands. Sill bolt spacing was found to not be adequate for shear demands.

RECCOMENDATION: See shear wall strengthening recommendations outlined in item a above.

DRAFT

CONCEPT STRUCTURAL IMPLICATIONS FOR CHANGE TO EMERGENCY OPERATION CENTER USE:

The building was designed and constructed per 2001 California Building Code (CBC) as an office building, Risk Category II occupancy and is being proposed to house an Emergency Operations Center for the city of Porterville, which is a Risk Category IV occupancy. The proposed change will require the building to be reviewed and strengthened/retrofitted as required to meet current code, 2022 CBC.

A summary of non-seismic code required modifications and potential structural implications are summarized as follows.

Vertical/Gravity Framing Items:

Required design live loads have changed from the 2001 CBC to current code. While the typical office area loads are consistent with the original design loads, there are now additional requirements for exit corridors and lobbies. The summary of new versus existing loading is as noted below:

<u>2001 CBC Design Criteria</u>		<u>2022 CBC Code Design Criteria</u>	
Roof Loading	20 psf	Roof Loading	20 psf
Office Loading	50 psf	Office Loading	50 psf
Storage Areas	150 psf	Light Storage Areas	125 psf
Partitions	20 psf	Heavy Storage Areas	250 psf
		Partitions	15 psf
		2 nd floor lobbies	80 psf
		2 nd floor corridors	80 psf
Balconies	--	Balconies	75 psf (1.5 times live load)

Roof:

Current code does not change the vertical design loads to the roof framing. The structure currently has multiple mechanical units of the roof, if these units are to be replaced with units of higher weights framing members will need to be evaluated and possibly strengthened.

2nd Floor:

Areas of the 2nd floor used for exit ways, lobbies and other uses exceeding the original design load of 50 pounds per square foot will require structural strengthening. This can be achieved by adding additional framing members at required locations.

RELIABILITY OF SEISMIC EVALUATIONS

In general, structural engineers do not have the ability to predict the exact damage to a building as a result of an earthquake. There will be a wide variation of damage from building to building due to the variations in ground motion and varying types and quality of construction. In addition, engineers cannot predict the exact ground motions of the earthquake that may strike a given building. Design and evaluation of buildings are performed using general guidelines and information from past earthquakes. Engineers and the codes used for design and evaluation have been conservative when attempting to ensure that building design meets minimum standards of life safety. This effort is based on science and technology as well as on observations made from actual seismic events. Building design and evaluation codes are constantly evolving to better meet performance targets based on this information. Continued research will improve predictive methods and facilitate performance-based engineering. It has been estimated that, given design ground motions, a small percent of new buildings and a slightly greater percent of retrofit buildings may fail to meet their expected performance.

CLOSING

The seismic review and analyses associated with this evaluation were based on available original structural drawings, architectural drawings, and structural calculations, and the site reviews were based on that which was plainly visible. No attempt was made to uncover hidden conditions or perform any destructive or non-destructive testing. The items discussed in this report are subject to revision should more information become available.

This report is general in nature and does not imply that the recommendations listed above are the only structural requirements that must be made to the existing structure to meet current code criteria.

We understand you may have questions regarding this evaluation and are available for comment and explanations. Please call with any questions you may have. Thank you for choosing ZFA Structural Engineers to assist you with this building seismic review.

Cameron Grant
Designer
ZFA Structural Engineers

Luke Wilson
Principal
ZFA Structural Engineers

APPENDIX A – PHOTOGRAPHS

DRAFT

Centennial Plaza, 296 N Main St, Porterville CA



Photo 1: Centennial Plaza – Northwest Corner



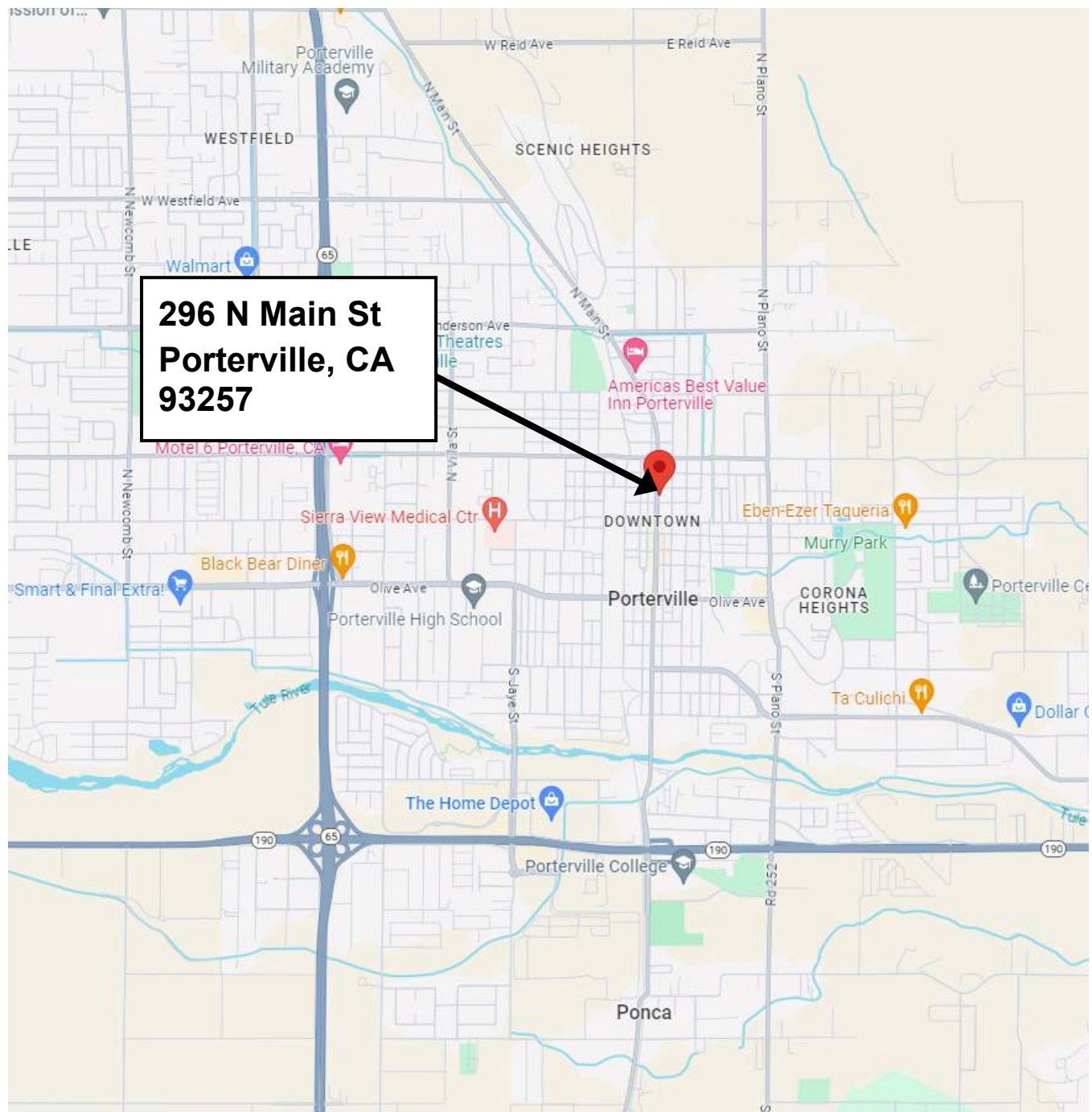
Photo 2: Centennial Plaza – East Side

APPENDIX B – MAPS

DRAFT

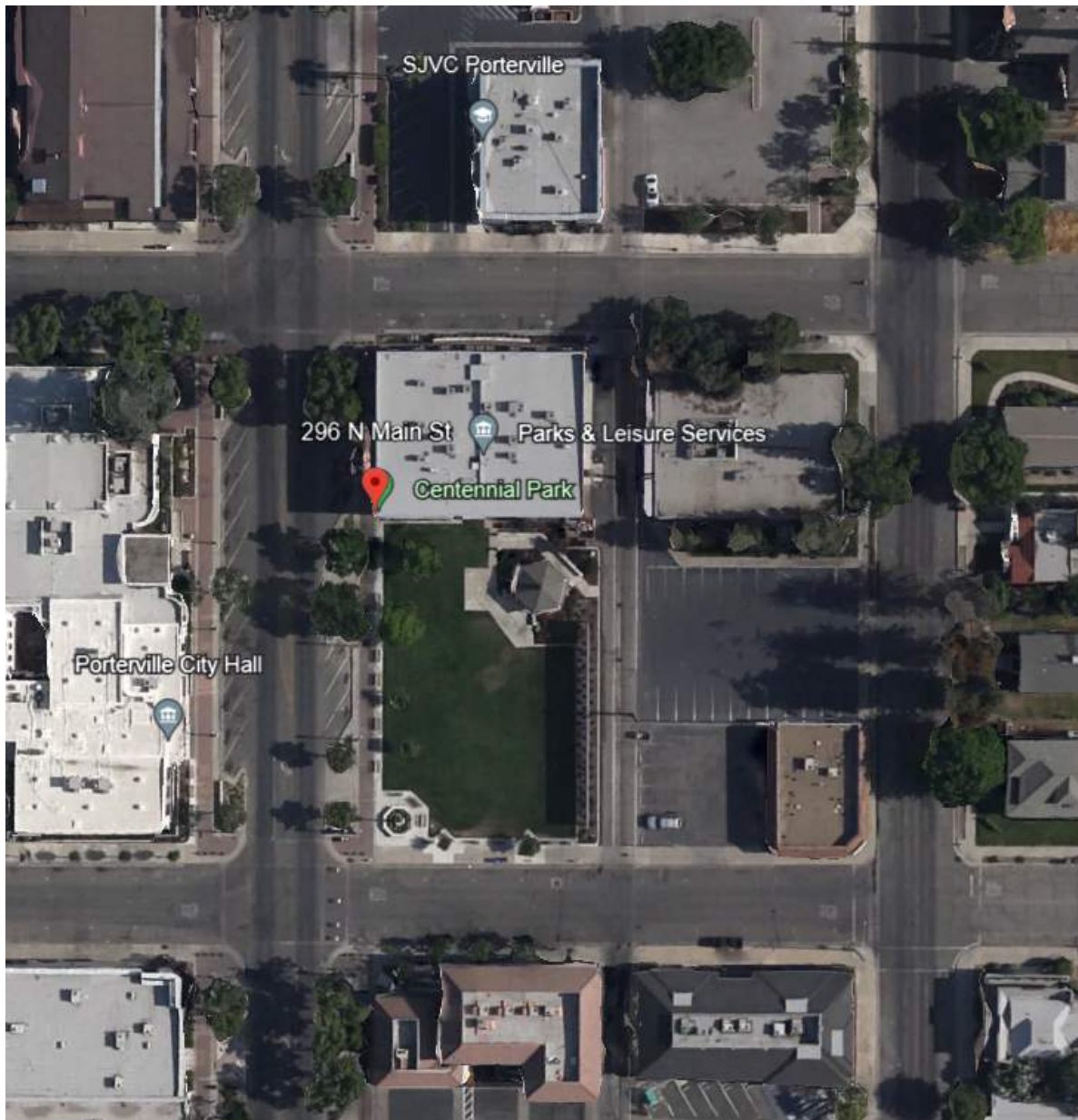
Centennial Plaza, 296 N Main St, Porterville CA

Location Map



Centennial Plaza, 296 N Main St, Porterville CA

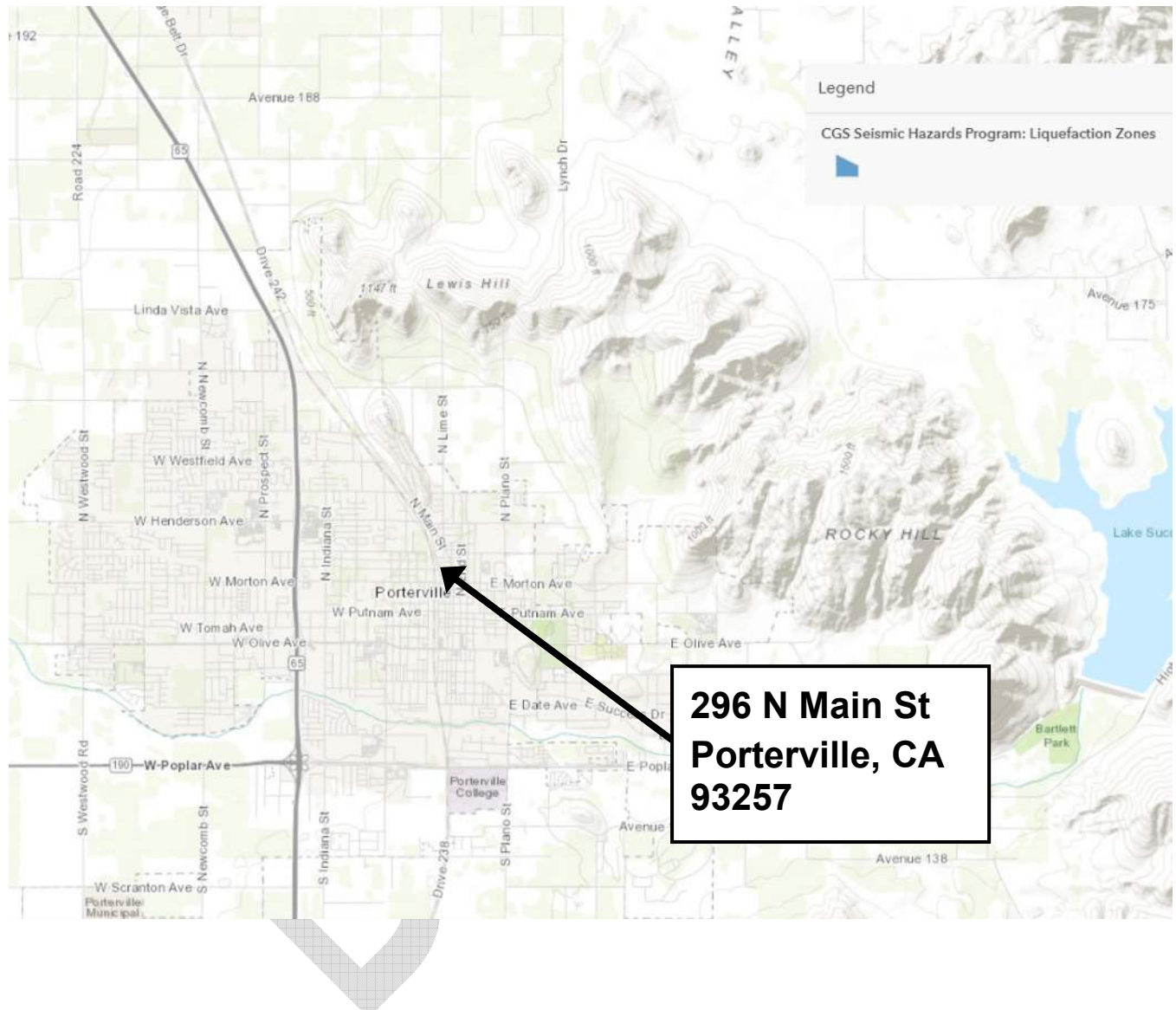
Aerial View of Location



Centennial Plaza, 296 N Main St, Porterville CA

Liquefaction Susceptibility Map

Per the CGS Seismic Hazards Program: Liquefaction Map below, the subject site is located in an area that has no probability for liquefaction in a seismic event.



Centennial Plaza, 296 N Main St, Porterville CA

Surface Fault Rupture Map

No faults are indicated in the vicinity of the subject site, indicating a negligible risk of ground surface rupture.



APPENDIX C – SUMMARY DATA SHEET

DRAFT

Centennial Plaza, 296 N Main St, Porterville CA

Summary Data Sheet

BUILDING DATA

Building Name: Centennial Plaza Date: January 2024

Building Address: West Thurman Ave

Latitude: -119.00 Longitude: 36.00 By: ZFA/CWG/LSW

Year Built: 2006 Year(s) Remodeled: N/A Original Design Code: 2001 CBC

Area (sf): 13,000 Length (ft): 100 Width (ft): 66

No. of Stories: 2 Story Height: 14 ft Total Height: 30 ft

USE ☐ Industrial ☒ Office ☐ Warehouse ☐ Hospital ☐ Residential ☐ Educational ☐ Other:

CONSTRUCTION DATA

Gravity Load Structural System: Wood Bearing Walls

Exterior Transverse Walls: Wood Openings? Yes

Exterior Longitudinal Walls: Wood Openings? Yes

Roof Materials/Framing: I-Joists Rafters and Glulam Girders

Intermediate Floors/Framing: I-Joist Joists and PSL Beams

Ground Floor: Concrete Slab on Ground

Columns: Wood Posts, Tube Steel Foundation: Spread Footings

General Condition of Structure: Good

Levels Below Grade? No

Special Features and Comments: CMU Shear Wall Runs in N/S direction

LATERAL-FORCE-RESISTING SYSTEM

	Longitudinal	Transverse
System:	Wood Shear Walls	Wood Shear Walls
Vertical Elements:	Wood Shear Walls	Wood Shear Walls
Diaphragms:	Plywood Sheathing	Plywood Sheathing
Connections:	Nails, Bolts, MFR Steel Hardware	Nails, Bolts, MFR Steel Hardware

EVALUATION DATA

BSE-1N Spectral Response Accelerations: $S_{DS} = 0.772$ $S_{D1} = 0.728$

Soil Factors: Class= D $F_a = 1.339$ $F_v = 2.15$

BSE-1E Spectral Response Accelerations: $S_{XS} = 0.338$ $S_{X1} = 0.216$

Level of Seismicity: High Performance Level: Immediate Occupancy

Building Period: T= 0.243 sec

Spectral Acceleration: $S_a = 0.515$

Modification Factor: $C_m C_1 C_2 = 1.1$ Building Weight: W= 510 k

$V = C_m C_1 C_2 S_a W = 289$ k

Centennial Plaza, 296 N Main St, Porterville CA

BUILDING CLASSIFICATION: W2 – Wood Frames, Commercial and Industrial**REQUIRED TIER 1 CHECKLISTS**

Yes No

Basic Configuration Checklist

☒ ☐

Building Type W2 Structural Checklist

☒ ☐

Nonstructural Component Checklist

☐ ☒**FURTHER EVALUATION REQUIREMENT:**Material Properties

To account for uncertainty in the as-built data, a knowledge factor, κ , is determined according to ASCE 41 Table 6-1. Where material properties are listed in the existing construction documents, a knowledge factor of $\kappa=0.9$ is permitted and applied to the component capacities for deformation-controlled and force-controlled actions.

			Default Value per ASCE 41-17, 4.2.3?	Alternate Value Source?
Concrete			Table (4-2)	
Foundations, Slabs, and Walls:	f'_c =	2500 psi	☐	2006 drawings
Reinforcing Steel			Table (4-3)	
#5 Bars and Smaller:	f_y =	40 ksi	☐	2006 drawings
#6 Bars and Larger:	f_y =	60 ksi	☐	2006 drawings
Structural Steel			Tables (4-4), (4-5)	2006 drawings
Beams	F_y =	36 ksi	☐	2006 drawings
Tube Columns	F_y =	42 ksi		
Carpentry				
2x Studs	DF #2			2006 drawings
2x and 4x Framing Members	DF #2			2006 drawings
6x Framing Members	DF #1			2006 drawings
Sheathing	Varies, per SW Schedule			2006 drawings
Engineered Lumber	Glulam: 24F-V8, PSL: 2.0E			2006 drawings

APPENDIX D – TIER 1 CHECKLISTS

DRAFT

TIER 1 CHECKLISTS**Table 17-1. Very Low Seismicity Checklist**

Note: C = Compliant, NC = Noncompliant, N/A = Not Applicable, and U = Unknown.

Structural Components

☒ C ☐ NC ☐ N/A ☐ U	LOAD PATH: The structure contains a complete, well-defined load path, including structural elements and connections, that serves to transfer the inertial forces associated with the mass of all elements of the building to the foundation. (Commentary: Sec. A.2.1.1. Tier 2: Sec. 5.4.1.1) Complete (E) drawings.
☒ C ☐ NC ☐ N/A ☐ U	WALL ANCHORAGE: Exterior concrete or masonry walls that are dependent on the diaphragm for lateral support are anchored for out-of-plane forces at each diaphragm level with steel anchors, reinforcing dowels, or straps that are developed into the diaphragm. Connections have adequate strength to resist the connection force calculated in the Quick Check procedure of Section 4.4.3.7. (Commentary: Sec. A.5.1.1. Tier 2: Sec. 5.7.1.1) No exterior concrete or masonry walls occur.

DRAFT

Centennial Plaza, 296 N Main St, Porterville CA

TIER 1 CHECKLISTS**Table 17-3. Immediate Occupancy Basic Configuration Checklist**

Note: C = Compliant, NC = Noncompliant, N/A = Not Applicable, and U = Unknown.

Low Seismicity**Building System—General**

☒ C ☐ NC ☐ N/A ☐ U	LOAD PATH: The structure contains a complete, well-defined load path, including structural elements and connections, that serves to transfer the inertial forces associated with the mass of all elements of the building to the foundation. (Commentary: Sec. A.2.1.1. Tier 2: Sec. 5.4.1.1) Complete (E) drawings.
☐ C ☐ NC ☐ N/A ☒ U	ADJACENT BUILDINGS: The clear distance between the building being evaluated and any adjacent building is greater than 0.5% of the height of the shorter building in low seismicity, 1.0% in moderate seismicity, and 3.0% in high seismicity. (Commentary: Sec. A.2.1.2. Tier 2: Sec. 5.4.1.2) Closest adjacent building is approximately 40 ft away, which is greater than 3.0% of the height of the building (1 ft).
☐ C ☐ NC ☒ N/A ☐ U	MEZZANINES: Interior mezzanine levels are braced independently from the main structure or are anchored to the seismic-force-resisting elements of the main structure. (Commentary: Sec. A.2.1.3. Tier 2: Sec. 5.4.1.3) Structure does not have mezzanines

Building System—Building Configuration

☒ C ☐ NC ☐ N/A ☐ U	WEAK STORY: The sum of the shear strengths of the seismic-force-resisting system in any story in each direction is not less than 80% of the strength in the adjacent story above. (Commentary: Sec. A.2.2.2. Tier 2: Sec. 5.4.2.1) See supporting calculations.
☒ C ☐ NC ☐ N/A ☐ U	SOFT STORY: The stiffness of the seismic-force-resisting system in any story is not less than 70% of the seismic-force-resisting system stiffness in an adjacent story above or less than 80% of the average seismic-force-resisting system stiffness of the three stories above. (Commentary: Sec. A.2.2.3. Tier 2: Sec. 5.4.2.2) Stiffness of each story is approximately equal (wall aspect ratios vary minimally floor to floor).
☒ C ☐ NC ☐ N/A ☐ U	VERTICAL IRREGULARITIES: All vertical elements in the seismic-force-resisting system are continuous to the foundation. (Commentary: Sec. A.2.2.4. Tier 2: Sec. 5.4.2.3) All shear wall lines stack, walls are designed as FTAO and therefore are continuous vertically.
☒ C ☐ NC ☐ N/A ☐ U	GEOMETRY: There are no changes in the net horizontal dimension of the seismic-force-resisting system of more than 30% in a story relative to adjacent stories, excluding one-story penthouses and mezzanines. (Commentary: Sec. A.2.2.5. Tier 2: Sec. 5.4.2.4) Plan dimensions to not vary from story to story.
☒ C ☐ NC ☐ N/A ☐ U	MASS: There is no change in effective mass of more than 50% from one story to the next. Light roofs, penthouses, and mezzanines need not be considered. (Commentary: Sec. A.2.2.6. Tier 2: Sec. 5.4.2.5) Mass does not change more than 50% from second floor to roof.
☒ C ☐ NC ☐ N/A ☐ U	TORSION: The estimated distance between the story center of mass and the story center of rigidity is less than 20% of the building width in either plan dimension. (Commentary: Sec. A.2.2.7. Tier 2: Sec. 5.4.2.6) Estimated center of mass and center of rigidity align.

Centennial Plaza. 296 N Main St. Porterville CA

TIER 1 CHECKLISTS**Table 17-3. Immediate Occupancy Basic Configuration Checklist**

Note: C = Compliant, NC = Noncompliant, N/A = Not Applicable, and U = Unknown.

Low Seismicity (Complete the Following Items in Addition to the Items for Very Low Seismicity)**Geologic Site Hazards**

☒ C ☐ NC ☐ N/A ☐ U	LIQUEFACTION: Liquefaction-susceptible, saturated, loose granular soils that could jeopardize the building's seismic performance do not exist in the foundation soils at depths within 50 ft (15.2 m) under the building. (Commentary: Sec. A.6.1.1. Tier 2: 5.4.3.1) Site has very low liquefaction probability.
☒ C ☐ NC ☐ N/A ☐ U	SLOPE FAILURE: The building site is located away from potential earthquake-induced slope failures or rockfalls so that it is unaffected by such failures or is capable of accommodating any predicted movements without failure. (Commentary: Sec. A.6.1.2. Tier 2: 5.4.3.1) Building site is flat.
☒ C ☐ NC ☐ N/A ☐ U	SURFACE FAULT RUPTURE: Surface fault rupture and surface displacement at the building site are not anticipated. (Commentary: Sec. A.6.1.3. Tier 2: 5.4.3.1) No known faults are in the vicinity near the site, risk of surface fault rupture is negligible

Moderate and High Seismicity: Complete the Following Items in Addition to the Items for Low Seismicity.**Foundation Configuration**

☒ C ☐ NC ☐ N/A ☐ U	OVERTURNING: The ratio of the least horizontal dimension of the seismic-force-resisting system at the foundation level to the building height (base/height) is greater than 0.6S _a . (Commentary: Sec. A.6.2.1. Tier 2: Sec. 5.4.3.3) .6S_a = .462. Least dimension = 66'; Height = 30', 2.2 > .46
☒ C ☐ NC ☐ N/A ☐ U	TIES BETWEEN FOUNDATION ELEMENTS: The foundation has ties adequate to resist seismic forces where footings, piles, and piers are not restrained by beams, slabs, or soils classified as Site Class A, B, or C. (Commentary: Sec. A.6.2.2. Tier 2: Sec. 5.4.3.4) Continuous tie footings occur per existing drawings and are restrained by a slab.

Centennial Plaza, 296 N Main St, Porterville CA

TIER 1 CHECKLISTS**Table 17-7. Immediate Occupancy Checklist for Building Type W2**

Note: C = Compliant, NC = Noncompliant, N/A = Not Applicable, and U = Unknown.

Very Low Seismicity**Seismic-Force-Resisting System**

☒ C ☐ NC ☐ N/A ☐ U	REDUNDANCY: The number of lines of shear walls in each principal direction is greater than or equal to 2. (Commentary: Sec. A.3.2.1.1. Tier 2: Sec. 5.5.1.1) Two wall lines occur in each direction.
☐ C ☒ NC ☐ N/A ☐ U	SHEAR STRESS CHECK: The shear stress in the shear walls, calculated using the Quick Check procedure of Section 4.4.3.3, is less than the following values (Commentary: Sec. A.3.2.7.1. Tier 2: Sec. 5.5.3.1.1): Structural panel sheathing 1,000 lb/ft Diagonal sheathing 700 lb/ft Straight sheathing 100 lb/ft All other conditions 100 lb/ft See supporting calculations.
☒ C ☐ NC ☐ N/A ☐ U	STUCCO (EXTERIOR PLASTER) SHEAR WALLS: Multi-story buildings do not rely on exterior stucco walls as the primary seismic-force-resisting system. (Commentary: Sec. A.3.2.7.2. Tier 2: Sec. 5.5.3.6.1) Exterior walls are plywood sheathed.
☒ C ☐ NC ☐ N/A ☐ U	GYPSUM WALLBOARD OR PLASTER SHEAR WALLS: Interior plaster or gypsum wallboard is not used for shear walls on buildings more than one story high with the exception of the uppermost level of a multi-story building. (Commentary: Sec. A.3.2.7.3. Tier 2: Sec. 5.5.3.6.1) Exterior walls are plywood sheathed.
☐ C ☒ NC ☐ N/A ☐ U	NARROW WOOD SHEAR WALLS: Narrow wood shear walls with an aspect ratio greater than 2-to-1 are not used to resist seismic forces. (Commentary: Sec. A.3.2.7.4. Tier 2: Sec. 5.5.3.6.1) Typical wall height is 14', shear walls less than 7' in length occur throughout the structure.
☒ C ☐ NC ☐ N/A ☐ U	WALLS CONNECTED THROUGH FLOORS: Shear walls have an interconnection between stories to transfer overturning and shear forces through the floor. (Commentary: Sec. A.3.2.7.5. Tier 2: Sec. 5.5.3.6.2) All shear wall lines stack, holdowns or strapping are provided at each wall pier. All shear walls are at building's exterior.
☐ C ☐ NC ☒ N/A ☐ U	HILLSIDE SITE: For structures that are taller on at least one side by more than one-half story because of a sloping site, all shear walls on the downhill slope have an aspect ratio less than 1-to-2. (Commentary: Sec. A.3.2.7.6. Tier 2: Sec. 5.5.3.6.3) Structure is on a flat site.
☐ C ☐ NC ☒ N/A ☐ U	CRIPPLE WALLS: Cripple walls below first-floor-level shear walls are braced to the foundation with wood structural panels. (Commentary: Sec. A.3.2.7.7. Tier 2: Sec. 5.5.3.6.4) Cripple walls do not occur.
☐ C ☐ NC ☒ N/A ☐ U	OPENINGS: Walls with openings greater than 80% of the length are braced with wood structural panel shear walls with aspect ratios of not more than 1.5-to-1 or are supported by adjacent construction through positive ties capable of transferring the seismic forces. (Commentary: Sec. A.3.2.7.8. Tier 2: Sec. 5.5.3.6.5) Openings greater than 80% of the wall length do not occur.
☒ C ☐ NC ☐ N/A ☐ U	HOLD-DOWN ANCHORS: All shear walls have hold-down anchors attached to the end studs constructed in accordance with acceptable construction practices. (Commentary: Sec. A.3.2.7.9. Tier 2: Sec. 5.5.3.6.6) Holdowns or strapping are provided at each wall pier.

TIER 1 CHECKLISTS**Table 17-7. Immediate Occupancy Checklist for Building Type W2**

Note: C = Compliant, NC = Noncompliant, N/A = Not Applicable, and U = Unknown.

Connections

☒ C ☐ NC ☐ N/A ☐ U	WOOD POSTS: There is a positive connection of wood posts to the foundation. (Commentary: Sec. A.5.3.3. Tier 2: Sec. 5.7.3.3) Compliant per existing drawing details.
☒ C ☐ NC ☐ N/A ☐ U	WOOD SILLS: All wood sills are bolted to the foundation. (Commentary: Sec. A.5.3.4. Tier 2: Sec. 5.7.3.3) Sills are all bolted to the foundation per existing drawings.
☒ C ☐ NC ☐ N/A ☐ U	GIRDER-COLUMN CONNECTION: There is a positive connection using plates, connection hardware, or straps between the girder and the column support. (Commentary: Sec. A.5.4.1. Tier 2: Sec. 5.7.4.1) Compliant per existing drawing details.

Foundation System

☐ C ☐ NC ☒ N/A ☐ U	DEEP FOUNDATIONS: Piles and piers are capable of transferring the lateral forces between the structure and the soil. (Commentary: Sec. A.6.2.3.) Structure does not contain deep foundation elements.
☐ C ☐ NC ☒ N/A ☐ U	SLOPING SITES: The difference in foundation embedment depth from one side of the building to another shall not exceed one story high. (Commentary: Sec. A.6.2.4) Structure is on a flat site.

Low, Moderate, and High Seismicity (Complete the Following Items in Addition to the Items for Very Low Seismicity)**Seismic-Force-Resisting System**

☐ C ☒ NC ☐ N/A ☐ U	NARROW WOOD SHEAR WALLS: Narrow wood shear walls with an aspect ratio greater than 1.5-to-1 are not used to resist seismic forces. (Commentary: Sec. A.3.2.7.4. Tier 2: Sec. 5.5.3.6.1) Typical wall height is 14', most shear walls are less than 9' in length.
---	---

TIER 1 CHECKLISTS

Table 17-7. Immediate Occupancy Checklist for Building Type W2

Note: C = Compliant, NC = Noncompliant, N/A = Not Applicable, and U = Unknown.

Diaphragms

☒ C	☐ NC	☐ N/A	☐ U	DIAPHRAGM CONTINUITY: The diaphragms are not composed of split-level floors and do not have expansion joints. (Commentary: Sec. A.4.1.1. Tier 2: Sec. 5.6.1.1) Diaphragms are continuous and do not have expansion joints.
☒ C	☐ NC	☐ N/A	☐ U	ROOF CHORD CONTINUITY: All chord elements are continuous, regardless of changes in roof elevation. (Commentary: Sec. A.4.1.3. Tier 2: Sec. 5.6.1.1) Chord elements are continuous per existing drawings.
☐ C	☐ NC	☒ N/A	☐ U	DIAPHRAGM REINFORCEMENT AT OPENINGS: There is reinforcing around all diaphragm openings larger than 50% of the building width in either major plan dimension. (Commentary: Sec. A.4.1.8. Tier 2: Sec. 5.6.1.5) No diaphragm opening greater than 50% of the building width occurs.
☐ C	☐ NC	☒ N/A	☐ U	STRAIGHT SHEATHING: All straight sheathed diaphragms have aspect ratios less than 1-to-1 in the direction being considered. (Commentary: Sec. A.4.2.1. Tier 2: Sec. 5.6.2) All diaphragms consist of wood structural panels.
☒ C	☐ NC	☐ N/A	☐ U	SPANS: All wood diaphragms with spans greater than 12 ft consist of wood structural panels or diagonal sheathing. (Commentary: Sec. A.4.2.2. Tier 2: Sec. 5.6.2) All diaphragms consist of wood structural panels.
☐ C	☒ NC	☐ N/A	☐ U	DIAGONALLY SHEATHED AND UNBLOCKED DIAPHRAGMS: All diagonally sheathed or unblocked wood structural panel diaphragms have horizontal spans less than 30 ft and aspect ratios less than or equal to 3-to-1. (Commentary: Sec. A.4.2.3. Tier 2: Sec. 5.6.2) Unblocked diaphragm spans exceed 30 ft at both the 2nd floor and roof level.
☐ C	☐ NC	☒ N/A	☐ U	OTHER DIAPHRAGMS: The diaphragms do not consist of a system other than wood, metal deck, concrete, or horizontal bracing. (Commentary: Sec. A.4.7.1. Tier 2: Sec. 5.6.5) All diaphragms consist of wood structural panels.

Connections

☐ C	☒ NC	☐ N/A	☐ U	WOOD SILL BOLTS: Sill bolts are spaced at 4ft or less with acceptable edge and end distance provided for wood and concrete. (Commentary: Sec. A.5.3.7. Tier 2: Sec. 5.7.3.3) Sill bolts are spaced at 6'-0" oc per C/S-6. Spacing at shear walls differ at each wall pier and is less than 6'-0" at many locations.
----------------------------	--	------------------------------	----------------------------	--

APPENDIX E – STRUCTURAL CALCULATIONS

Electrical Feasibility Study

February 26, 2024

Porterville EOC and Public Safety HQ

Porterville, California

Prepared by:



ELEN Consulting, Inc.

9150 Chesapeake Drive, Suite 220

San Diego, CA 92123

Ph: 619-550-1085

15E Thurman Ave

Site Observations:

- The existing building was previously set up for multi-tenant use.
- The existing building is fed from a PG&E pad mounted transformer located on property.
- The existing transformer is located in the alley, which feeds an existing 1600A 208Y/120V 3PH 4W switchboard.
- The existing primary service is supplied from an overhead PG&E line, via pole riser.
- The existing transformer is sufficient for the proposed building loads.
- The existing multitenant switchboard will be replaced with a single PG&E meter, and distribution breakers.
- A generator section will be added to provide the switchboard with standby backup power.
- The existing telecom service is supplied from a telecom handhole located in the alley.
- The first floor is currently in use by the City of Porterville Library Storage and Crime Division.
- The first floor has a kitchen service with GFCI protected food service devices and electrical panel.
- The second floor is currently in use by the City of Porterville children's activity, library support, and general training space.
- The existing electrical service is in a multimeter stack configuration, with (8) PG&E Submeters.
- The existing tenant panels are 70A single phase and will need to be replaced.
- The existing receptacles, lights, controls, and branch circuit devices will need to be replaced for the new program.
- The existing interior lighting is a combination of Linear Fluorescent, and LED retrofits.
- The existing interior lighting controls are localized on off switches, with motion controls in select locations.
- The existing exterior lighting is a mixture of fluorescent, metal halide, and LED retrofit sources.
- The existing exterior lighting controls are timeclock based.
- The building does not have a central telecom room. One will need to be constructed for the new building's use.
- A 300kW 208Y/120V 3PH 4W will be required to provide standby power for the full building. A 72-hour base tank will be provided.
- A generator bypass board with camlocks for portable generator connection and load bank will be provided.

15E Thurman Ave - Building Load Summary**Total area 12,000SF**

<u>Load description</u>	<u>W/SF</u>	<u>Total kVA</u>	<u>Demand Factor</u>	<u>Total kVA</u>
Lighting	1W/SF	12	125%	15
Receptacles	3W/SF	36	first 10kVA @ 100%	10
			Remainder @ 50%	13
HVAC Equipment	10W/SF	120	100%	120
Electric Vehicle	-	14	125%	17
Workstations	-	20	100%	20
Server/IDF	-	10	100%	10
Misc Loads	-	30	100%	30
			Total:	235
			15% spare capacity:	35
			Grand Total:	270

Or 750 Amps @ 208Y/120V-3PH-4W
Existing PG&E Service is 1600A@208Y/120V

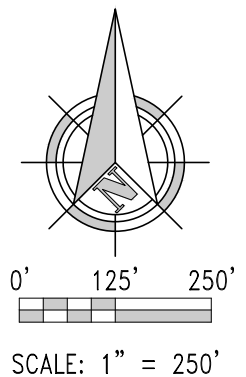
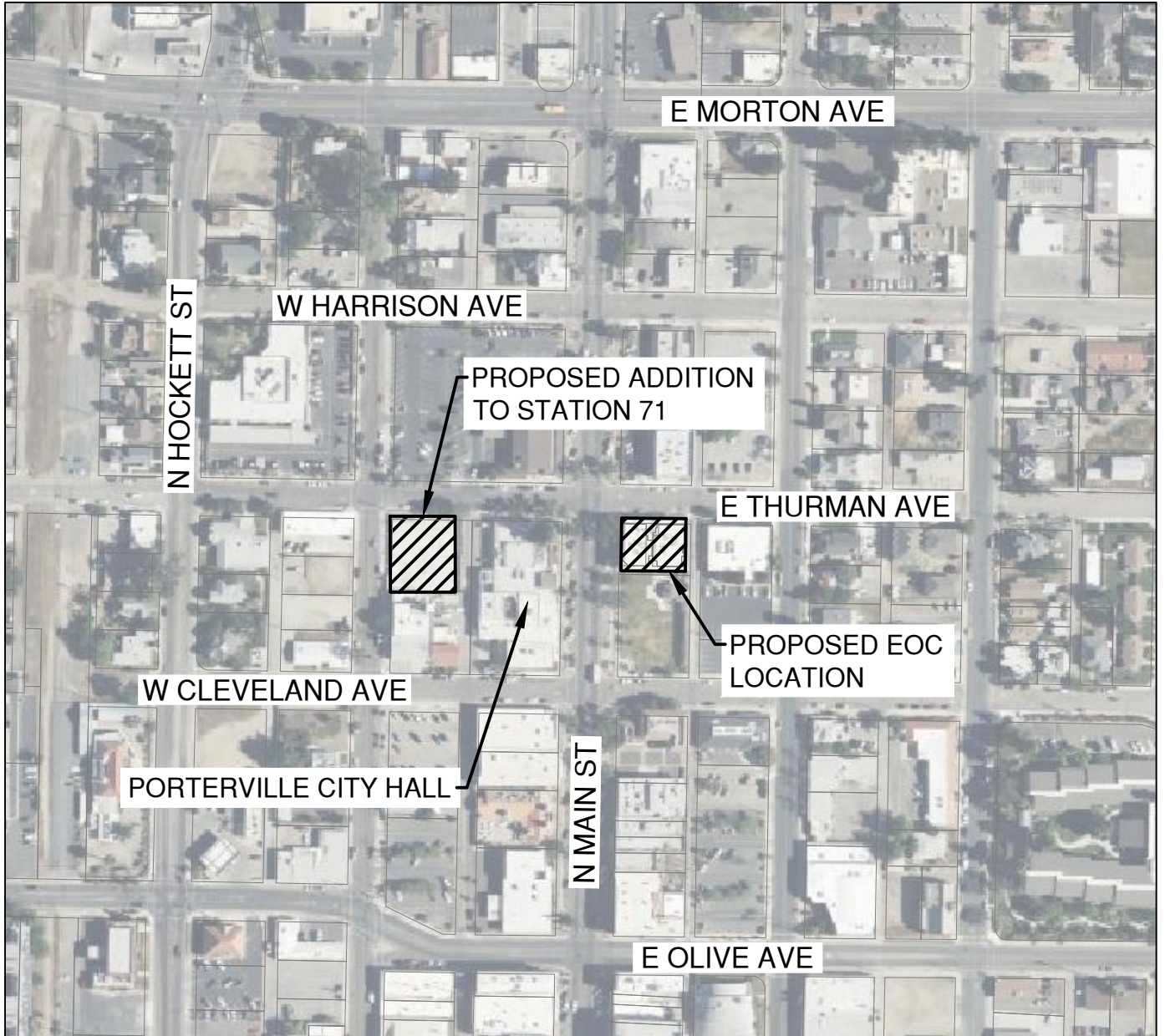
41 W Thurman Ave – Building Load Summary**Site Observations:**

- The existing building was a library that was demolished by the city following a fire.
- The existing building was previously fed from a PG&E pad mounted transformer located on the project site.
- A new pad mounted transformer for the proposed building loads.
- A new 800A exterior switchboard will be provided to serve fire station loads.
- The existing telecom service is supplied from a telecom handhole located in the alley.
- A new interior telecom room will be required to house station telecom, alerting,
- A generator section and ATS will be added to provide the switchboard with standby backup power.
- A 270kW 208Y/120V 3PH 4W will be required to provide standby power for the full building. A 72-hour base tank will be provided.
- A generator bypass board with camlocks for portable generator connection and load bank will be provided.
- A communication between the traffic signal an apparatus bay will be provided on the site for safe fire truck exit.

Total area 13,000 + 650 expansion

Load description	W/SF	Total kVA	Demand Factor	Total kW
Lighting	1W/SF	13.65	125%	17
Receptacles	3W/SF	40.95	first 10kVA @ 100%	10
			Remainder @ 50%	16
HVAC Equipment	10W/SF	136.5	100%	137
Electric Vehicle	-	14.00	125%	17
Utilities	-	10.00	100%	10
Misc	-	10.00	100%	10
			Total:	217
			15% spare capacity:	33
			Grand Total:	250

Or 695 Amps @ 208Y/120V-3PH-4W
Recommended Service 800A@208Y/120V



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

PROPOSED EOC PROJECT

DRAWN BY	GG
CHECKED BY	SW
SCALE	1" = 250'
DATE	11/1/2023

SHEET
1
OF
1