



**CITY COUNCIL AGENDA
CITY HALL, 291 N. MAIN STREET
PORTERVILLE, CALIFORNIA
OCTOBER 15, 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 October 15, 2024

Please use the following link below to join the webinar:

<https://us06web.zoom.us/j/83836580188?pwd=O3yW2MfUYeOFwPzusNVpjXehQ8BcGG.1>

Or via Telephone: **1-669-900-6833** Webinar ID: **838 3658 0188** Passcode: **831606**

Call to Order

Roll Call

ORAL COMMUNICATIONS

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

CITY COUNCIL CLOSED SESSION:

A. Closed Session Pursuant to:

- 1 - Government Code Section 54956.8 – Conference with Real Property Negotiators/Property: APN: 260-300-030. Agency Negotiator: Patrice Hildreth and Jason Ridenour. Negotiating Parties: City of Porterville and Self-Help Enterprises. Under Negotiation: Terms and Price.**
- 2 - Government Code Section 54957.6 – Conference with Labor Negotiator. Agency Negotiator: Patrice Hildreth and Yuliana Andrade. Employee Organizations: Management & Confidential Series.**
- 3 - Government Code Section 54956.9(d)(1) – Conference with Legal Counsel – Existing Litigation: City of Porterville v. Tulare County Regional Transit Agency and Abul Hassan, Tulare County Superior Court Case No. VCU312913.**
- 4 - Government Code Section 54956.9(d) (3) – Conference with Legal Counsel – Anticipated Litigation – Significant Exposure to Litigation: Three (3) cases in which facts are not yet known to potential plaintiff.**
- 5 - Government Code Section 54956.9(d)(4) – Conference with Legal Counsel – Anticipated Litigation – Initiation of Litigation: Two (2) cases.**

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

Pledge of Allegiance Led by Council Member Beltran

Invocation

ORAL COMMUNICATIONS

This is the opportunity to address the Council on any matter of interest, whether on the agenda or not. 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 - October 3, 2024
 2. Library & Literacy Commission - October 8, 2024
 3. Arts Commission
 4. Animal Control Commission - October 10, 2024
 5. Youth Commission - October 9, 2024
 6. Transactions and Use Tax Oversight Committee (TUTOC)
- II. Staff Informational Reports
 1. Water Conservation Phase III Status Update - September 2024
 2. Fall Community Clean Up Event
 3. Proclamation Issuance Report (September 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 October 1, 2024**
Re: Considering approval of the City Council draft Minutes of October 1, 2024.
2. **Authorization for Police Truck Engine Replacement**
Re: Consider approval of engine replacement of the Police truck by Merle Stone Chevrolet at a cost not to exceed \$15,580.05 (inclusive of all parts, taxes, and labor, including a 10% contingency).
3. **Authorization to Purchase Materials for the Zalud Park Pipe Project**

Re: Considering approval of the purchase of 1300 feet of 12" C900 pipe at a cost not to exceed \$57,915 (inclusive of all parts, taxes, and delivery including a 10% contingency).

4. Authorization to Purchase an Air Conditioning Unit

Re: Council to award the replacement and installation of a 3.5-ton unit to TAM-N-TJ'Z Cooling-N-Heating Inc. for a total project amount not to exceed \$10,450.

5. Fleet Management Software Renewal

Re: Considering approval to renew a one-year service contract for fleet management software with Ron Turley Associates in the amount of \$13,763.20.

6. Consideration of Approval of Contract Renewal with CivicPlus

Re: Considering approval of a contract renewal with CivicPlus at the rate of \$11,955.21, with a five percent (5%) annual increase each renewal term and automatic renewals, for the web-based agenda management system.

7. Authorization to Enter Agreement with Data Pilot

Re: Council to accept the grant funds from the 2024 Mobile Forensics LTP Grant Program for \$7,195.00, and approve a two-year contract with Data Pilot for \$7,085.08 for Digital Forensic services.

8. Authorization to Advertise for Bids - Community Center & Park Project

Re: Considering approval of staff's Plans and Project Manual for the Community Center & Park Project located at Henderson Avenue and Fourth Street, which includes the construction of a fully-sprinklered 16,514 square foot community center with a gym, a racquetball court, teen activity and study rooms, and staff offices.

9. Authorization to Distribute Request for Qualifications - Construction Management and Inspection Services for the Community Center & Park Project

Re: Consideration to authorize staff to distribute a Request for Construction Management and Inspection Services for the Community Center & Park Project to be located on Henderson Avenue just east of Fourth Street.

10. Authorization to Execute Funding Agreement Amendment No. 1 - Akin/Central Water Consolidation Project

Re: Council to approve Amendment No. 1 to the Funding Agreement with the California State Water Resources Control Board, and adopt the draft resolution identifying the Mayor and/or the Public Works Director as authorized agents of the City of Porterville for said funding.

11. Award of Contract - Contract Planning Services

Re: Consideration to authorize staff to negotiate an on-call contract planning services with Provost & Prichard.

12. Award of Professional Services Agreement to Maas Energy Works for Renewable Natural Gas Supply and Credit Management Services

Re: Consideration of a ten-year Professional Services Agreement with Maas Energy Works to supply Renewable Natural Gas (RNG) for the City's Compressed Natural Gas (CNG) fleet and manage associated Low Carbon Fuel Standard (LCFS) and Renewable Identification Number (RIN) credits.

- 13. Award of Professional Services Agreement to Clean Energy for Compressed Natural Gas (CNG) Fueling Station Maintenance Services**
Re: Consideration of a professional services agreement with Clean Energy for the maintenance of the City's Compressed Natural Gas (CNG) fueling station, to includes routine inspections, preventive maintenance, and emergency repairs over a five-year period at an estimated monthly cost of \$2,245 and a one-time fee of \$10,370 for remote monitor software and equipment.
- 14. Award of Professional Services Agreement to Energy Mission Control, Inc. for Low Carbon Fuel Standard Credit Services**
Re: Consideration of a Professional Services Agreement with Energy Mission Control, Inc (dba FuSE Carbon Technologies) for Low Carbon Fuel Standard (LCFS) credit management services.
- 15. Intent to Schedule a Public Hearing to Consider Main Street Banner Application Fee**
Re: Consideration to schedule a Public Hearing for November 5, 2024, for consideration of Main Street Banner Fees.
- 16. A Resolution Approving the Application for the Zero-Emission Landscaping Equipment Grant Program through the San Joaquin Valley Air Pollution Control District**
Re: Consideration to adopt a draft Resolution approving the application for the Zero-Emission Landscaping Equipment Grant Program through the San Joaquin Valley Air Pollution Control District.
- 17. Acceptance of Funding from the Department of Energy's Energy Efficiency and Conservation Block Grant (EECBG) Program for the Purchase of Three Zero-Emission Vehicles**
Re: Consideration to accept \$121,930 in funding from the Department of Energy's Energy Efficiency and Conservation Block Grant (EECBG) Program; and approve the purchase of three zero-emission vehicles, for a total cost of \$153,156.08.
- 18. Notification of PFAS Level Exceedance**
Re: Council to accept this report as meeting General Order No. DW-2024-0002-DDW requirement for notification of PFAS Notification Level Exceedance in five (5) wells within the City of Porterville Water System; and accept the PFAS Notification Letter of Notification Level Exceedance for the five (5) wells within the City of Porterville Water System.
- 19. Request For Will Serve Letter - 14534 Road 274**
Re: Considering approval and issuance of a Will Serve Letter to authorize a second water service connection at 14534 Road 274 (APN 264-020-013) located in East Porterville, outside the city limits and within the city's Urban Development Boundary, for the development of an accessory dwelling unit (ADU).
- 20. Request for Proclamation - 75th Anniversary of Court Regina Coeli #1521**
Re: Considering approval of a request to proclaim the 75th Anniversary of Court Regina Coeli #1521.
- 21. 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.

SECOND READINGS

22. Second Reading - Ordinance No. 1906, Amending the official City of Porterville Zoning Map

Re: Amending the official City of Porterville Zoning Map to Rezone Approximately 447 Acres (19 Parcels) within the proposed South of Tule River (SoTu) District Master Plan Area (Rezone 2024-001) to Residential Neighborhood (RN) Zone District consistent with the Porterville 2030 General Plan as amended.

23. Second Reading - Ordinance No. 1907, Amending Series 200 and 300 of the Porterville Development Ordinance

Re: Amending Series 200 and 300 of the Porterville Development Ordinance regarding the Employment Zone Districts IG (General Industrial) and IP (Industrial Park).

SCHEDULED MATTERS

24. Consideration of Appointments to the Animal Control Commission

Re: Considering the appointments to the Animal Control Commission.

25. Consideration of Process for Selection of City Manager

Re: Consideration of options for the selection of a successor City Manager.

AB 1234 REPORTS

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

1. Local Initiatives Navigation Center (LINC)- October 2, 2024
2. Eastern Tule Groundwater Sustainability Agency (ETGSA) - October 3, 2024
3. Tulare County Association of Governments (TCAG) Local Motion Awards - October 3, 2024
4. Military Banner Committee Meeting - October 9, 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 November 5, 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 – OCTOBER 15, 2024

SUBJECT: 1. Water Conservation Phase III Status Update - September 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 September 2024 show that five (5) notices of violations were issued for water waste, and no administrative citations were issued.

Water production for September 2024 shows a three percent (3%) decrease from the five-year average. The monthly production for September was 379 million gallons, which is a twenty-seven percent (27%) decrease compared to September 2013, when it was 521 million gallons. Residential consumption for September 2024 was 146 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 September 2015 through September 2024. Porterville's cumulative total production conservation through September 2024 is twenty percent (20%). The cumulative total of GPCD for the City of Porterville's

conservation efforts will be reflected from September 2015 through September 2024. Porterville's cumulative total GPCD conservation through September 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 nine percent (9%) increase from September 2023 to September 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 September 2024
2. Monthly Production Status GPCD September 2024
3. Drought Response Phase III Flyer -

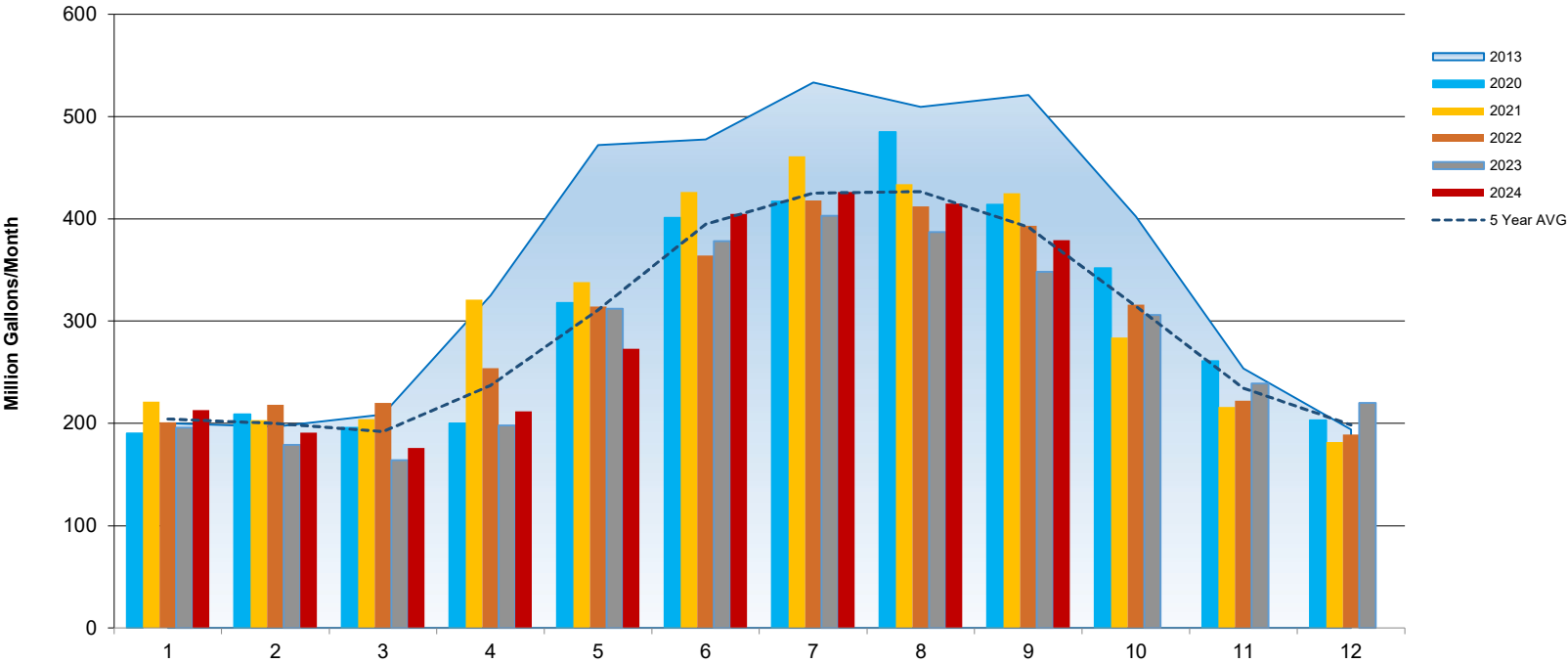
Appropriated/Funded:

Review By:

Department Director:
Michael Knight, Assistant City Manager

Final Approver: Patrice Hildreth, City Manager

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

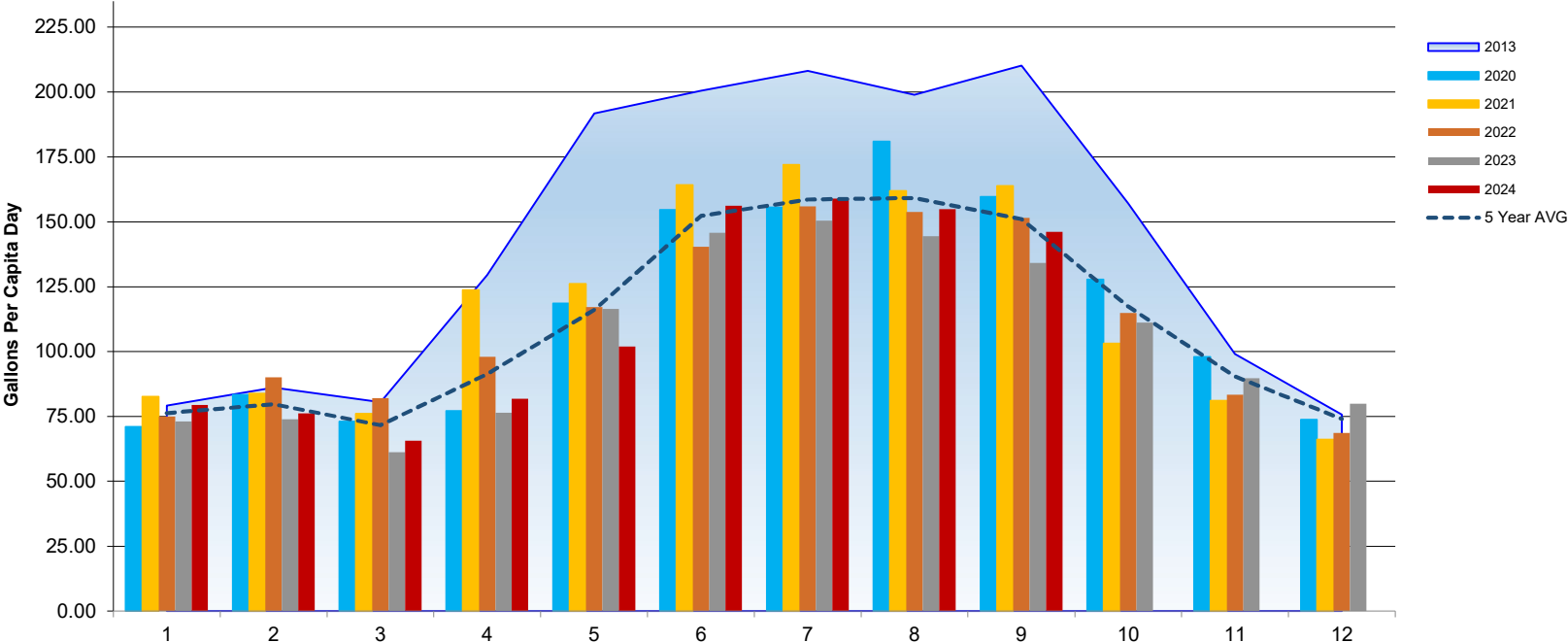


Production Cumulative Total 20%

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%	-27%			

Percent Comparison to 2013 Production

Monthly Production Status & Cumulative Total June 2015 Through September 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%	-30%			

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 – OCTOBER 15, 2024

SUBJECT: 2. Fall Community Clean Up Event

SOURCE: Public Works

COMMENT: To encourage local property maintenance and beautification, the City sponsors two clean-up events every year, the first in the Spring and the second in the Fall. These events offer City residential refuse customers free disposal of general trash, mattresses, bulky items, wood waste, yard clippings, mattresses and e-waste at the City's Corporation Yard.

City residents are required to bring a current City of Porterville refuse bill as proof of residency. Business or commercial waste is not allowed. Trailers will be limited to no longer than ten (10) feet, and participants will be required to unload their own vehicle. Items not accepted will include tires, refrigerators, oversized auto parts, and any type of hazardous waste.

The Fall clean-up event is scheduled for October 19, 2024, as approved by the City Council at its meeting on February 20, 2024. This event will occur from 8:00 a.m. until 2:00 p.m. As in the past, the events are open to all residents receiving City residential refuse service. The cost for this event is funded through the Solid Waste Operating Budget.

RECOMMENDATION: Informational Only

ATTACHMENTS:

1. Fall 2024 Clean Up Event Flyer
2. Fall 2024 Clean Up Event Flyer Spanish

Appropriated/Funded:

Review By:

Department Director:
Michael Knight, Assistant City Manager

Final Approver: Patrice Hildreth, City Manager

FALL 2024

FREE COMMUNITY CLEAN-UP & DISPOSAL EVENT



FOR MORE INFORMATION CALL 559-782-7513 OR VISIT WWW.CI.PORTERVILLE.CA.US



SATURDAY, OCTOBER 19, 2024
FROM 8:00 AM to 2:00 PM
555 N. PROSPECT ST., PORTERVILLE, CA 93257

CURRENT CITY OF PORTERVILLE REFUSE BILL IS REQUIRED

Trailers will be limited up to 10 feet.

Participants will be required to unload their own vehicle.

PLEASE NOTE: City residents only. No county, business or commercial waste allowed.

NO CHILDREN OR PETS ALLOWED OUTSIDE OF YOUR VEHICLE

ACCEPTABLE ITEMS:

Greenwaste: Tree Limbs, Branches, Yardwaste (Not to exceed 10 feet)

Household Waste: Household Trash, Furniture, Scrap Metal, Mattress/Box Springs

E-Waste: Computers, Laptops, Monitors, Televisions, Cell Phones, Tablets.

Construction & Demolition: Concrete, Dirt, Wood

UNACCEPTABLE ITEMS:

Household Hazardous Waste (Batteries, Paint, Oil, Oil Filters, Fluorescent Bulbs),

Tires, Refrigerators, Oversized Auto Parts (Cab, truck bed, etc.)

TULARE COUNTY HOUSEHOLD HAZARDOUS & E-WASTE

**One Day Clean-Up Event at Tulare County Fire Station,
22315 Ave 152, Porterville, from 8:00 a.m. to 12:00 p.m.**

- No agricultural or business waste, explosives, radioactive materials, bio-waste, or asbestos will be accepted.
- By law, an individual may not transport more than 15 gallons or 125 pounds of hazardous waste to a mobile collection facility.
- For more information, call Tulare County Environmental Health: (559) 624-7400 or visit www.tularecountyeoh.org
- For a list of used oil collection centers near you, call 1-800-CLEANUP

These Items May Be Disposed Of At No Cost:

- Computers/Monitors
- Cell Phones/Televisions
- Automotive Batteries
- Automotive Fluids & Anti-freeze
- Fluorescent Lamps & Tubes
- Garden Chemicals/ Pesticides
- Household Batteries
- Household Cleaners/Poisons
- Pool Chemicals
- Paints/Solvents/Aerosol Cans
- Used Motor Oil & Filters/
Gasoline

OTOÑO 2024

GRATIS EVENTO COMUNITARIO DE LIMPIEZA Y ELIMINACIÓN



PARA MAS INFORMACIÓN LLAME AL 559-782-7513 O VISITE WWW.CI.PORTERVILLE.CA.US



SÁBADO, OCTUBRE 19, 2024

DE 8:00 AM a 2:00 PM

555 N. PROSPECT ST., PORTERVILLE, CA 93257

REQUIERE FACTURA DE BASURA ACTUAL DE LA CIUDAD DE PORTERVILLE

Se limitarán las trailas a 10 pies.

Los participantes deben descargar su propio vehículo.

TENGA EN CUENTA: Solo clientes residenciales. No se permiten residuos de negocios o comerciales.

NO SE ADMITEN NIÑOS O MASCOTAS FUERA DE SU VEHÍCULO

ARTÍCULOS ACEPTABLES:

Basura: Ramas de Árboles, Ramas, Desechos de Jardín (No exceder 10 pies)

Desechos Domésticos: Basura Doméstica, Muebles, Chatarra, Colchones/Canapés

Residuos Electrónicos: Computadoras, Portátiles, Pantallas, Televisores, Celulares, Etc.

Construcción y Demolición: Cemento, Tierra, Madera

ARTÍCULOS INACEPTABLES:

Residuos Peligrosos Del Hogar (Pilas, Pinturas de Látex, Aceite y Filtros de Aceite, Lámparas

Fluorescentes, Llantas, Refrigeradores, Partes de autos de tamaño grande (Cabina, Plataforma de Camioneta, etc.)

RESIDUOS PELIGROSOS DOMÉSTICOS & ELECTRÓNICOS DEL CONDADE TULARE

**Evento de Limpieza de Un Día en la Estación de Bomberos del
Condado de Tulare,
22315 Ave 152, Porterville, 8:00 a.m. - 12:00 p.m.**

- No se aceptarán residuos agrícolas o empresariales, explosivos, materiales radiactivos, biorresiduos o amianto.
- Es contra la ley, que una persona transporte más de 15 galones o 125 libras de desechos peligrosos a una instalación móvil de colección.
- Para más información, llame al Departamento de Salud Ambiental del Condado de Tulare: (559) 624-7400 o visite www.tularecountveh.org
- Para obtener una lista de los centros de recolección de aceite usados cerca de usted, llame al 1-800-CLEANUP.

Se Puede Deshacerse de Estos Artículos Sin Costo Alguno:

- Computadoras/Pantallas
- Teléfonos Celulares/Televisores
- Baterías de Automóviles
- Fluidos y Anticongelantes para Automóviles
- Lámparas y Tubos Fluorescentes
- Químicos de jardín/ pesticidas
- Pilas
- Limpiadores Domésticos/Venenos
- Químicos para Piscina
- Pinturas/Disolventes/Contenedores de Aerosol
- Aceite y Filtros de Aceite/Gasolina



CITY COUNCIL AGENDA – OCTOBER 15, 2024

SUBJECT: 3. Proclamation Issuance Report (September 2024)

SOURCE: Administrative Services

COMMENT: Pursuant to the City Council Procedural Handbook, staff is herein providing a report on Proclamation Requests that were processed during the month of September 2024. For the period of September 1 to September 30, 2024, the following request was processed.

Date	Organization	Name of Event / Proclamation
08/28/2024	Alta Mira - NSDAR	Constitution Week (Sept. 17 - 23)

RECOMMENDATION: Information Only

ATTACHMENTS:

1. Proclamation Policy_12-19-23
2. Proclamation - Constitution Week

Appropriated/Funded:

Review By:

Department Director:
Yuliana Andrade, Administrative Services Director

Final Approver: Patrice Hildreth, City Manager

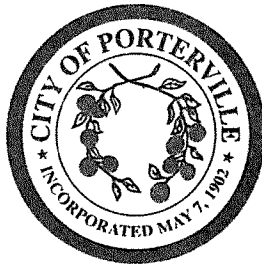
G. Requests for Proclamations

The City routinely receives requests for proclamations. To qualify as a proclamation, the language should be ceremonial and not convey legislative action or represent that it is establishing City policy or directives. Each individual Council Member has the authority to grant and sign proclamations on their own respective behalf if they are processed in accordance with this Section. The City Council may grant and sign “City Proclamations,” only if the proclamation is approved by the City Council at a noticed and public City Council meeting in accordance with the Brown Act, and these proclamations shall be deemed to be “City Proclamations” and have the City Seal affixed.

Within one business day of receipt of a Request for Proclamation, staff shall scan and email the request to all City Council Members. In the event a Council Member is interested in granting the request, they shall individually notify staff of their interest. If more than one Council Member responds, the first responsive notification received by staff shall be the grantor. Staff shall then advise the remaining Council Members as to interest in signing the proclamation, and the Council Members shall have one business day to reply, after which the proclamation will be drafted with the appropriate number of signature blocks for execution by the Council Members. If more than two council members respond that they are interested in signing the proclamation, a consent calendar item will be prepared for the next scheduled city council meeting, for full City Council consideration. Approved City Proclamations may be signed by the Mayor, although the Mayor’s signature shall not be compelled. Additionally, the City Council may provide express authority regarding additional members who wish to also be signatories.

All signed proclamations will be made available in the Office of City Clerk for pick up by the requestor unless arrangements have been made for presentation at a certain event. Proclamations shall not be included on the Council Agenda nor presented at a Council Meeting unless approved by a majority of the entire Council. Staff shall provide a monthly informational report to the City Council identifying the proclamations for the preceding month. (*Amended via Minute Order 15-121923, December 19, 2023.*)

City of Porterville



Proclamation

WHEREAS: The Constitution of the United States of America, the guardian of our liberties, embodies the principles of limited government in a Republic dedicated to rule by law; and

WHEREAS: September 17, 2024, marks the two hundred and thirty-seventh anniversary of the framing of the Constitution of the United States of America by the Constitutional Convention; and

WHEREAS: It is fitting and proper to accord official recognition to this magnificent document and its memorable anniversary, and to the patriotic celebrations which will commemorate it; and

WHEREAS: Public Law 915 guarantees the issuing of a proclamation each year by the President of the United States of America designating September 17 through 23 as Constitution Week.

NOW, THEREFORE, I, MARTHA A. FLORES, Mayor of the City of Porterville, on behalf of the Porterville City Council, do hereby proclaim the week of September 17 through 23, as,

"CONSTITUTION WEEK"

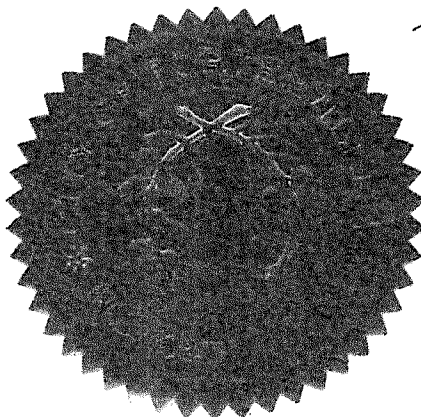
and ask our citizens to reaffirm the ideals the Framers of the Constitution had in 1787 by vigilantly protecting the freedoms guaranteed to us through this guardian of our liberties.

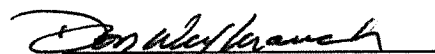
PROCLAIMED this 17th day of September, 2024.


Martha A. Flores,
Mayor


Kellie Carrillo,
Vice Mayor


Raymond Beltran,
Council Member




Don Weyhrauch,
Council Member


Greg Meister,
Council Member



CITY COUNCIL AGENDA – OCTOBER 15, 2024

SUBJECT: Approval of Draft Minutes of October 1, 2024

SOURCE: Administrative Services

COMMENT: Presented for Council's approval are the draft Minutes of October 1, 2024.

RECOMMENDATION: That the Council approve the draft Minutes of October 1, 2024.

ATTACHMENTS: 1. Draft Minutes of October 1, 2024

Appropriated/Funded:

Review By:

Department Director:
Yuliana Andrade, Administrative Services Director

Final Approver: Yuliana Andrade, Administrative Services Director

**CITY COUNCIL MINUTES
CITY HALL, 291 N. MAIN STREET
PORTERVILLE, CALIFORNIA
OCTOBER 1, 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 54956.9(d) (3) – Conference with Legal Counsel – Anticipated Litigation – Significant Exposure to Litigation: Two cases in which facts are not yet known to potential plaintiff.
- 2** - Government Code Section 54956.9(d)(4) – Conference with Legal Counsel – Anticipated Litigation – Initiation of Litigation: Two cases.

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

City Attorney Lew stated that no reportable action had taken place during Closed Session.

The Pledge of Allegiance was led by Council Member Meister.

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

PRESENTATIONS

Employee of the Month - Chris Smith
Employee Service Awards

ORAL COMMUNICATIONS

- David Horowitz, Porterville, expressed his frustration with the trash and homelessness issues in the city.
- Brock Neeley, Porterville, reported potential unethical conduct related to political signage by a City Council candidate.
- Stephanie Torres, Porterville Chamber of Commerce, spoke of upcoming events that will be hosted by the Chamber.

CONSENT CALENDAR

There were no items pulled from the Consent Calendar for discussion. City Attorney Lew noted an adjustment to the recommendation outlined in Item No. 10. This amendment is aimed at correcting the pay range for the Field Services Superintendent/Streets position to Range 220 (\$5,881-\$7,177).

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

1. APPROVAL OF DRAFT MINUTES OF SEPTEMBER 17, 2024

Recommendation: That the Council approve the draft Minutes of September 17, 2024.

Documentation: M.O. 01-100124

Disposition: Approved.

2. REQUEST FOR REPLACEMENT OF THE FIRE DEPARTMENT SCBA MASK FIT TEST MACHINE.

Recommendation: That the City Council authorize the purchase of a replacement SCBA mask fit test machine for the Fire Department from All Star Fire Equipment at \$16,775.08, with a 10% contingency with a total cost not to exceed \$18,452.59.

Documentation: M.O. 02-100424

Disposition: Approved.

3. AUTHORIZATION TO DISTRIBUTE REQUEST FOR QUALIFICATIONS - COUNCIL CHAMBER COUNTER MODIFICATIONS PROJECT

Recommendation: That City Council:

1. Authorize staff to distribute a Request for Qualifications for the Council Chamber Counter Modifications Project; and
2. Begin negotiations with the selected contractor with the negotiated contract to be brought back to City Council for final approval.

Documentation: M.O. 03-100124

Disposition: Approved.

4. AWARD OF PROFESSIONAL SERVICES AGREEMENT TO FEHR & PEERS FOR THE PREPARATION OF THE 2025-2030 SHORT-RANGE TRANSIT PLAN TO FEHR & PEERS

Recommendation: That The City Council award the attached draft professional services agreement to Fehr & Peers, in the amount not to exceed \$174,550 for development and preparation of the 2025-2030 Short Range Transit Plan, and authorize the Mayor to execute the contract

Documentation: M.O. 04-100124

Disposition: Approved.

5. DETERMINATION OF GENERAL PLAN CONSISTENCY FOR 633 NORTH WESTWOOD STREET - BURTON SCHOOL DISTRICT ACQUISITION

Recommendation: That the City Council adopt the draft Resolution, detailing the results of its investigations pursuant to California Government Code Section 65402(c), and forward said resolution to the Burton School District.

Documentation: Resolution No. 72-2024

Disposition: Approved.

6. APPROVAL OF MEASURE R PROGRAM SUPPLEMENT TO COOPERATIVE AGREEMENT - BUTTERFIELD STAGE CORRIDOR 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.

Documentation: Resolution No. 73-2024

Disposition: Approved.

7. AUTHORIZATION TO ACCEPT AMERICAN RESCUE PLAN ACT (ARPA) CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS FROM THE COUNTY OF TULARE

Recommendation: That the City Council:

1. Approve the agreement between the City of Porterville and the County of Tulare, accepting the American Rescue Plan Act (ARPA) funds in the amount of \$1,000,000 to support homeless

- services, including overnight shelters and homeless encampment cleanup and abatement; and
- 2. Authorize the Mayor to sign the agreement; and
- 3. Direct the Finance Director to return the signed agreement to the County of Tulare.

Documentation: M.O. 05-100124

Disposition: Approved.

8. AUTHORIZATION OF OUT-OF-STATE TRAVEL FOR FIRE PERSONNEL

Recommendation: That the City Council authorize out-of-state travel for three Fire Department personnel to Boise Mobile Equipment (BME) Manufacturing Facility located in Idaho, for the final acceptance inspection for the Type 6 fire apparatus purchased through BME.

Documentation: M.O. 06-100124

Disposition: Approved.

9. COUNCIL CONSIDERATION OF REORGANIZATION WITHIN THE TRANSPORTATION DEPARTMENT

Recommendation: That the City Council:

- 1. Approve the reclassification of the Field Service Supervisor (Salary Range 192) to a new Transportation Manager classification at Salary Range 248 (\$7,772 - \$9,483);
- 2. Approve the establishment of a new Grants and Procurement Coordinator classification at Salary Range 212 (\$5,430 - \$6,627);
- 3. Approve the establishment of a new Operations and ADA Coordinator classification at Salary Range 212 (\$5,430 - \$6,627);
- 4. Approve the reclassification of the Airport Services Coordinator (Salary Range 192) to the existing and updated Field Services Worker III - Airport classification at Salary Range 178 (\$3,870 - \$4,723);
- 5. Approve the reclassification of the Field Services Worker I/II positions (Salary Range 158 and 168) to the existing and updated Field Services Worker I/II - Airport classification with no change to the salary ranges; and
- 6. Authorize the Human Resources Office and Finance Department staff to amend such documents as may be necessary to effectuate such proposed changes.

Documentation: M.O. 07-100124

Disposition: Approved.

10. COUNCIL CONSIDERATION OF REORGANIZATION WITHIN THE STREETS DIVISION OF THE PUBLIC WORKS DEPARTMENT

Recommendation: That City Council:

1. Adjust the Salary Range for the Field Services Superintendent/Streets from Range 218 to Range 220 (\$5,939-7,249);
2. Approve the establishment of a new Field Services Supervisor/Streets at Range 192 (\$4,449-5,430); and
3. Authorize the Human Resources Division and Finance Department to amend the documents necessary to implement the proposed changes.

Documentation: M.O. 08-100124

Disposition: Approved.

11. APPROVAL OF COMMUNITY CIVIC EVENT - TULARE COUNTY HEALTH & HUMAN SERVICES AGENCY (HHSA) BEHAVIORAL HEALTH - MENTAL HEALTH AWARENESS MOVIE NIGHT IN THE PARK - OCTOBER 11, 2024

Recommendation: That the City Council approve the attached Community Civic Event Application and Agreement submitted by the Tulare County HHSA Behavioral Health to hold the "Mental Health Awareness Movie Night in the Park", on October 11, 2024, subject to the requirements and restrictions contained in the Application and Agreement, Exhibit A, Exhibit B, Exhibit C and Outside Amplifier Permit.

Documentation: M.O. 09-100124

Disposition: Approved.

12. APPROVAL OF COMMUNITY CIVIC EVENT - TRUNK OR TREAT SPOOKTACULAR - OCTOBER 31, 2024

Recommendation: That the City Council:

Approve the Community Civic Event application from the Porterville Police Department to hold the "Trunk or Treat Spooktacular Event" on October 31, 2024, subject to the requirements and restrictions contained in the Application and Agreement.

Documentation: M.O. 10-100124

Disposition: Approved.

13. APPROVAL OF COMMUNITY CIVIC EVENT – PORTERVILLE FIRST BAPTIST CHURCH – MOTHER’S UNITED AGAINST GANG VIOLENCE “UNITED BY KINDNESS” - NOVEMBER 2, 2024

Recommendation: That the City Council approve the Community Civic Event application from Porterville First Baptist Church to hold the Mother's United Against Gang Violence "United by Kindness" event on November 2, 2024, at Centennial Park, subject to the requirements and restrictions contained in the Application and Agreement, Exhibit A, Exhibit B, Exhibit C and Outside Amplifier Permit.

Documentation: M.O. 11-100124

Disposition: Approved.

14. APPROVAL OF COMMUNITY CIVIC EVENT - VETERANS HOMECOMING COMMITTEE - VETERANS DAY PARADE - NOVEMBER 11, 2024

Recommendation: That the City Council approve the Community Civic Event Application and Agreement submitted by the Veterans Homecoming Committee for the annual Veterans Day Parade on November 11, 2024, subject to the requirements and restrictions contained in the Application and Agreement, Exhibit A, Exhibit B and Outside Amplifier Permit.

Documentation: M.O. 12-100124

Disposition: Approved.

15. APPROVAL OF COMMUNITY CIVIC EVENT - TULE RIVER TRIBE POWWOW COMMITTEE - TULE RIVER VETERANS POWWOW OVERNIGHT CAMPING - NOVEMBER 7 - 11, 2024

Recommendation: That the City Council approve the Community Civic Event Application submitted by the Tule River Tribe Powwow Committee to use the Porterville Sports Complex for overnight camping during the Tule River Powwow on November 7, 2024 through November 11, 2024, subject to the restrictions and requirements contained in the Application and Agreement, Exhibit A, Exhibit B, and Exhibit C.

Documentation: M.O. 13-100124

Disposition: Approved.

16. 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. 14-100124
Disposition: Approved.

PUBLIC HEARINGS

17. CONSIDERATION OF GENERAL PLAN AMENDMENT, REZONE, MASTER PLAN, AND ENVIRONMENTAL IMPACT REPORT PERTAINING TO THE SOUTH OF TULE RIVER DISTRICT MASTER PLAN

Recommendation: That the City Council:

1. Hold the public hearing to receive comments on the South of Tule River District Master Plan project, and then:
2. Adopt the Draft Resolution to adopt the findings required by CEQA, certify the EIR, adopt the Mitigation Monitoring and Reporting Program, and adopt a Statement of Overriding Considerations; and
3. Adopt the Draft Resolution to approve General Plan Amendment 2024-002; and
4. Introduce by title only an Ordinance to amend the Zoning Map to rezone the SoTu Master Plan Area; and

Adopt the Draft Resolution to approve Master Plan 2024-001, adopting the South of Tule River District Master Plan.

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

Mayor Flores opened the Public Hearing at 7:10 p.m.

- Korey Wells, Springville, submitted documentation to the council concerning the proposed rezoning of the area. Mr. Wells's documentation outlined his concepts aimed at enhancing the area's development and recommended that the area be a commercial district.
- Sonia Duran Aguilar, Porterville, expressed her concerns about the Correctional Facility mentioned in the Master Plan, to which she sought clarification on this meaning, and emphasized her preference for creating more walking paths rather than bike paths and bridges.
- Cathy Capone of Porterville briefly discussed the homelessness issues surrounding the Tule River Parkway and praised city staff for their efforts in addressing the unhoused individuals in that area.

Mayor Flores closed the Public Hearing at 7:21 p.m.

COUNCIL ACTION: MOVED by Council Member Raymond Beltran, SECONDED by Council Member Donald Weyhrauch that the City Council adopt the draft resolution adopting the findings required by CEQA, certified the Environmental Impact Report, adopted the Mitigation Monitoring

and Reporting Program, and adopted a Statement of Overriding Consideration; adopt the draft resolution approving the General Plan Amendment 2024-002; approve first reading of the ordinance being, AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE AMENDING THE OFFICIAL CITY OF PORTERVILLE ZONING MAP TO REZONE APPROXIMATELY 447 ACRES (19 PARCELS) WITHIN THE PROPOSED SOUTH OF TULE RIVER (SOTU) DISTRICT MASER PLAN AREA (REZONE 2024-001) TO RESIDENTIAL NEIGHBORHOOD (RN) ZONE DISTRICT CONSISTENT WITH THE PORTERVILLE 2030 GENERAL PLAN AS AMENDED, waive further reading, and order the ordinance to prin; and adopt the Draft Resolution to approve Master Plan 2024-001. The motion carried unanimously.

Documentation: Resolution No. 74-2024, Resolution No. 75-2024, Resolution No. 76-2024, M.O. 15-2024

Disposition: Approved.

18. CONSIDERATION OF AMENDED CONDITIONS OF APPROVAL FOR VILLAS AT SIERRA MEADOWS 4 & 5 DEVELOPMENT PROJECT

Recommendation: That the City Council:

1. Open the public hearing to receive comments on the amendment to the conditional approval for the Villas at Sierra Meadows 4 and 5 Tentative Map; and
2. Adopt the draft resolution approving the revised conditions of approval for the Villas at Sierra Meadows 4 and 5 Tentative Map.

Deputy City Manager Ridenour introduced the item and Contracted City Planner Jeff O'neal presented the staff report.

Mayor Flores opened the Public Hearing at 7:38 p.m. and closed the Public Hearing at 7:38 when no one came forward to speak.

COUNCIL ACTION: MOVED by Mayor Martha A. Flores, SECONDED by Council Member Greg Meister that the City Council adopt the draft resolution approving the revised conditions of approval for the Villas at Sierra Meadows 4 and 5. The motion carried unanimously.

Documentation: Resolution No. 77-2024

Disposition: Approved.

19. CONSIDERATION OF AMENDMENTS TO SERIES 200 AND SERIES 300 OF THE PORTERVILLE DEVELOPMENT ORDINANCE

- Recommendation: That the City Council:
1. Hold the noticed Public Hearing and consider the testimony provided;
 2. Consider whether to approve the draft ordinance, An Ordinance of the City Council of the City of Porterville Amending Series 200 and 300 of the Porterville Development Ordinance Regarding the Employment Zone Districts IG (General Industrial) and IP (Industrial Park); and
 3. If so approved, give first reading by title only, and order the Ordinance to print.

Deputy City Manager Ridenour introduced the item and Contract City Planner Jeff O'neal presented the staff report.

Mayor Flores opened the Public Hearing at 7:42 p.m. and closed the Public Hearing at 7:42 p.m. when no one came forward to speak.

COUNCIL ACTION: MOVED by Mayor Martha A. Flores, SECONDED by Council Member Greg Meister that the City Council approve the first reading of the ordinance being, AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE AMENDING SERIES 200 AND 300 OF THE PORTERVILLE DEVELOPMENT ORDINANCE REGARDING THE EMPLOYMENT ZONE DISTRICTS IG (GENERAL INDUSTRIAL) AND IP (INDUSTRIAL PARK), waive further reading, and order the ordinance to print. The motion carried unanimously.

Documentation: M.O. 16-100124

Disposition: Approved.

SCHEDULED MATTERS

20. CONSIDERATION OF APPOINTMENTS TO THE LIBRARY & LITERACY COMMISSION

Recommendation: That the City Council consider the reappointments of Esther Figueroa, Edith LaVonne, and Irene Ortega to the Library & Literacy Commission for terms to expire in October 2027.

Deputy City Manager Ridenour introduced the item and Administrative Services Director Yuliana Andrade presented the staff report.

COUNCIL ACTION: MOVED by Mayor Martha A. Flores, SECONDED by Council Member Greg Meister that the City Council approve the reappointments of Esther Figueroa, Edith LaVonne, and Irene Ortega to the Library and Literacy Commission for terms to expire in October 2027. The motion carried unanimously.

Documentation: M.O. 18-100124
Disposition: Approved.

21. DESIGNATION OF VOTING DELEGATES AND ALTERNATES FOR
LEAGUE OF CALIFORNIA CITIES 2024 ANNUAL CONFERENCE

Recommendation: That the City Council designate a Member of Council to serve as a voting delegate, and up to two Members of Council to serve as alternate voting delegates, at the League of California Cities Annual Business Meeting.

Deputy City Manager Ridenour introduced the item and presented the staff report.

COUNCIL ACTION: MOVED by Mayor Martha A. Flores, SECONDED by Council Member Donald Weyhrauch that the City Council designate Council Member Weyhrauch as the voting member and Mayor Flores as the alternate noting member for the League of California Cities Annual Business Meeting to take place at the Annual Conference in Long Beach on October 18, 2024. The motion carried unanimously.

Documentation: M.O. 18-100124
Disposition: Approved.

AB 1234 REPORTS

1. EASTERN TULE GROUNDWATER SUSTAINABILITY AGENCY (ETGSA) -
SEPTEMBER 16, 2024 (REPORT CARRIED OVER)

Council Member Weyhrauch spoke of a mistake that was made on the date of the meeting but indicated the Finance Committee and Land Subsidence Committee met recently.

2. TULARE COUNTY TASK FORCE ON HOMELESSNESS - SEPTEMBER 18,
2024

Mayor Flores reported on those in attendance, the approval of Minutes, presentations on Proposition 1 and Visual Faces, and updates from various committees and subcommittees.

3. MIGHTY 190 COMMITTEE - SEPTEMBER 25, 2024 - No report was provided.

4. TULARE COUNTY ECONOMIC DEVELOPMENT CORPORATION (TCEDC) -
SEPTEMBER 25, 2024

Mayor Flores reported on those in attendance, approval of Minutes and Financials, project and client services, and staff updates.

ORAL COMMUNICATIONS

None.

OTHER MATTERS

- Council Member Beltran mentioned several upcoming events, including Pioneer Days, the Porterville Chamber of Commerce Candidate Forum, and a Ribbon Cutting for the Santa Fe Byway Trail. Council Member Beltran also commended the staff for their work on the SoTu Master Plan and noted that the Animal Services Facility is now at capacity and reminded the community to be responsible pet owners.
- Council Member Weyhrauch stated it was an honor to recognize the recipients of the Employee of the Month and Service Awards, spoke of an incident involving First Responders, and reiterated comments he made about safe driving.
- Council Member Meister addressed comments made by a member of the public, provided input on various agenda items, and suggested adding the words "E pluribus unum" under the city seal in the council chambers as part of the reconstruction. In addition, Council Member Meister congratulated all the recipients of the Employee of the Month and Service Awards.
- Vice Mayor Carrillo praised the staff for their efforts in serving the community and expressed regret for not being able to attend the ribbon-cutting ceremony for the Santa Fe by Way trail due to a scheduling conflict. She also congratulated the employees who were recognized as Employee of the Month and for Service Awards. Additionally, she thanked Council Member Beltran for bringing attention to the Library Facility Planning Committee meeting and the comments made during the meeting.
- Mayor Flores discussed her participation in the police department's promotional ceremony, the Bells Across America Event, and expressed gratitude to the IT department for their dedicated work for the city.
- Deputy City Manager Ridenour mentioned upcoming events, such as Coffee with the Cop and the Ribbon Cutting for the Santa Fe Byway Trail.

CLOSED SESSION

None.

ADJOURNMENT

The Council adjourned at 8:15 p.m. to the meeting of October 15, 2024, at 5:30 p.m.

Fernando Gabriel-Moraga,
Acting Chief Deputy City Clerk

SEAL

Martha A. Flores, Mayor



CITY COUNCIL AGENDA – OCTOBER 15, 2024

SUBJECT: Authorization for Police Truck Engine Replacement

SOURCE: Public Works

COMMENT: Vehicle #3362 is an active Community Service Officer (CSO) police support vehicle that has experienced an engine failure. It has approximately four years of service life remaining and should be repaired by a certified Chevrolet repair facility.

Completing this repair would extend the useful service life and push out the replacement date. Staff is requesting authorization to utilize Merle Stone Chevrolet, the nearest certified Chevrolet repair facility to perform the engine replacement at a cost not to exceed \$15,580.05, (inclusive of all parts, taxes, labor including a 10% contingency). Utilizing a certified Chevrolet repair facility will provide the maximum warranty for the necessary repair. Funds are available in the Equipment Replacement Budget.

RECOMMENDATION: That the City Council:

1. Authorize Police truck engine replacement by Merle Stone Chevrolet at a cost not to exceed \$15,580.05, (inclusive of all parts, taxes, labor, and a 10% contingency); and
2. Authorize payment of said repair upon satisfactory completion.

ATTACHMENTS: 1. Vehicle #3362 Engine Replacement

Appropriated/Funded:

Review By:

Department Director:
Michael Knight, Assistant City Manager

Final Approver: Patrice Hildreth, City Manager

Service Estimate

No Dealer information has been setup for the invoice estimate header.
Please enter the information in the Service appointment setup screen for this company.

CITY OF PORTERVILLE
555 N PROSPECT
PORTERVILLE, CA 93257
Home: (559) 782-7597 Work: 559
Other Phone: (559) 202-7976
auto1@ci.porterville.ca.us

Vehicle: 18 CHEVROLET SILVERADO
VIN: 1GCPCNEC2JF169358
Control #: 063599

LN	Opcode	Description	Hours	Amount
A	21	ENGINE;ESTIMATE#2 ENGINE REPLACEMENT	35.00	Labor \$6,580.00
	Parts	Description	Quantity	Unit Price Ext. Price
	19434265	ENGINE,REMANUF	1	\$6,862.01 \$6,862.01
	12657093	GASKET	2	\$21.55 \$43.10
	12626354	GASKET	8	\$5.37 \$42.96
	12657430	GASKET	2	\$8.82 \$17.64
	12346290	COOLANT ORNG CONC	2	\$25.07 \$50.14
	19432334	OIL 0W20 BULK FULL SYN	8	\$10.46 \$83.68
	11547372	BOLT	1	\$43.95 \$43.95
	12677004	PIPE	1	\$57.63 \$57.63
	11546600	BOLT	10	\$12.26 \$122.60
	12639010	GASKET	1	\$9.97 \$9.97
	MISCPARTS,SEALS, 1 HOSE,BELS		1	\$250.00 \$250.00

Parts \$7,583.68

Line Total \$14,163.68

Estimate Total Summary

Total Hours 35.00

Total Labor \$6,580.00

Total Parts \$7,583.68

Total Misc \$0.00

Grand Total \$14,163.68

1416.37

15,580.05

X



CITY COUNCIL AGENDA – OCTOBER 15, 2024

SUBJECT: Authorization to Purchase Materials for the Zalud Park Pipe Project

SOURCE: Public Works

COMMENT: The Water/Sewer Division is seeking authorization to purchase piping to replace the Zalud Park retention basin discharge pipe. Zalud Park is critical in stormwater drainage for the eastern portion of the city's stormwater runoff. This project will replace approximately 1,300 feet of pipe that discharges into the Bellevue Avenue storm drain system, and all work will be performed by city staff.

Staff contacted three (3) pipe suppliers for quotes. The quotes are as follows:

Core & Main	\$57,520.13
Ferguson	\$57,811.28
Pace	\$64,756.26

Core & Main has been identified as the lowest quote, therefore securing the quote for the purchase of 1,300 feet of 12" C900 pipe. Expenditure for the project has been identified in the 2024/2025 Capital Improvement Project funded by the Water Replacement Fund. Project cost will not exceed \$63,272.14, which includes piping, shipping, taxes, and 10% contingency.

RECOMMENDATION: That the City Council:

1. Authorize the purchase of 1,300 feet of 12" C900 pipe from Core & Main for a total project amount not to exceed \$63,272.14, which includes piping, shipping, taxes, and 10% contingency;
2. Direct the Finance Director to initiate a Purchase Order to Core & Main for a total project amount not to exceed \$63,272.14, which includes piping, shipping, taxes, and 10% contingency; and
3. Direct the Finance Director to make payment to Core & Main upon receipt of the invoice approved by the Public Works Director.

ATTACHMENTS:

1. Core & Main Quote
2. Ferguson Quote
3. Pace Supply Quote

Appropriated/Funded:

Review By:

Department Director:
Michael Knight, Assistant City Manager

Final Approver: Patrice Hildreth, City Manager



Bid Proposal for 12" DR18 PVC PIPE

CUSTOMER

CITY OF PORTERVILLE

555 N PROSPECT ST
PORTERVILLE, CA 93257

Job

12" DR18 PVC PIPE
PORTERVILLE, CA
Bid Date: 10/08/2024
Bid #: 3799976

CONTACT

Sales Representative

Hunter Cabral
(M) 559-365-1140
(T) 559-834-1040
Hunter.Cabral@coreandmain.com

Core & Main

5364 S. Villa Ave
Fresno, CA 93725
(T) 5598341040

NOTES



Bid Proposal for 12" DR18 PVC PIPE

CITY OF PORTERVILLE

Job Location: PORTERVILLE, CA

Bid Date: 10/08/2024

Core & Main Bid #: 3799976

Core & Main

5364 S. Villa Ave

Fresno, CA 93725

Phone: 5598341040

Fax: 5598341041

Seq#	Qty	Description	Units	Price	Ext Price
10	1300	12 PVC C900 DR18 PIPE 20' BLUE GSKT PC235	FT	40.50	52,650.00
				Sub Total	52,650.00
				Tax	0.00
				Total	52,650.00

UNLESS OTHERWISE SPECIFIED HEREIN, PRICES QUOTED ARE VALID IF ACCEPTED BY CUSTOMER AND PRODUCTS ARE RELEASED BY CUSTOMER FOR MANUFACTURE WITHIN THIRTY (30) CALENDAR DAYS FROM THE DATE OF THIS QUOTATION. CORE & MAIN LP RESERVES THE RIGHT TO INCREASE PRICES TO ADDRESS FACTORS, INCLUDING BUT NOT LIMITED TO, GOVERNMENT REGULATIONS, TARIFFS, TRANSPORTATION, FUEL AND RAW MATERIAL COSTS. DELIVERY WILL COMMENCE BASED UPON MANUFACTURER LEAD TIMES. ANY MATERIAL DELIVERIES DELAYED BEYOND MANUFACTURER LEAD TIMES MAY BE SUBJECT TO PRICE INCREASES AND/OR APPLICABLE STORAGE FEES. THIS BID PROPOSAL IS CONTINGENT UPON BUYER'S ACCEPTANCE OF SELLER'S TERMS AND CONDITIONS OF SALE, AS MODIFIED FROM TIME TO TIME, WHICH CAN BE FOUND AT: <https://coreandmain.com/TandC/>

9.25%
Sales tax

4,870.13

57,520.13



FERGUSON WW BAKERSFIELD #2777
2900 FAIRHAVEN DRIVE
BAKERSFIELD, CA 93308-6125

Phone: 661-396-3230
Fax: 661-397-7429

Deliver To:
From: Robert Calvillo
robert.calvillo@ferguson.com
Comments:

12:52:44 OCT 08 2024

Page 1 of 1

FERGUSON WATERWORKS #2777

Price Quotation

Phone: 661-396-3230

Fax: 661-397-7429

Bid No: B005322
Bid Date: 10/08/24
Quoted By: RXC

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

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

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

Cust PO#: 12 C900 BLUE

Job Name: ZALAD PARK STORM

Item	Description	Quantity	Net Price	UM	Total
DR18BP12	12 C900 DR18 PVC GJ BLUE PIPE	1300	40.705	FT	52916.50

Net Total: \$52916.50
Tax: \$4894.78
Freight: \$0.00
Total: \$57811.28

Quoted prices are based upon receipt of the total quantity for immediate shipment (48 hours). SHIPMENTS BEYOND 48 HOURS SHALL BE AT THE PRICE IN EFFECT AT TIME OF SHIPMENT UNLESS NOTED OTHERWISE. QUOTES FOR PRODUCTS SHIPPED FOR RESALE ARE NOT FIRM UNLESS NOTED OTHERWISE.

CONTRACTOR CUSTOMERS: IF YOU HAVE DBE/MBE/WBE/VBE/SDVBE/SBE GOOD FAITH EFFORTS DIVERSITY GOALS/ REQUIREMENTS ON A FEDERAL, STATE, LOCAL GOVERNMENT, PRIVATE SECTOR PROJECT, PLEASE CONTACT YOUR BRANCH SALES REPRESENTATIVE IMMEDIATELY PRIOR TO RECEIVING A QUOTE/ORDER.

Seller not responsible for delays, lack of product or increase of pricing due to causes beyond our control, and/or based upon Local, State and Federal laws governing type of products that can be sold or put into commerce. This Quote is offered contingent upon the Buyer's acceptance of Seller's terms and conditions, which are incorporated by reference and found either following this document, or on the web at <https://www.ferguson.com/content/website-info/terms-of-sale>
Govt Buyers: All items are open market unless noted otherwise.



HOW ARE WE DOING? WE WANT YOUR FEEDBACK!

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

<https://survey.medallia.com/?bidsorder&fc=3303&on=3388>



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

Quote#	2164164
Quote Date	10/08/24
Page#	1

QUOTATION

CITY OF PORTERVILLE 41404-00
291 N MAIN ST
PORTERVILLE CA 93257

Ship To:

Expiration Date	11/07/24	Requested By	
FOB	ORIGIN	Prepared By	Bernie Howell bhowell@pacesupply.com
Online Quote	2164164	Salesperson	Bernie Howell bhowell@pacesupply.com
Job Name			

WE ARE PLEASED TO QUOTE YOU ON THE FOLLOWING MATERIAL

Ln#	Part Number	Description	Price	Qty	Unit	Extended Price
1	PVPDR1812	>>> SEGMENT: 1 - 1 12 X 20 PVC C900 DR18 BLUE PIPE	4597.37	1300	CF	59765.81 ----- 59765.81
Subtotal						59765.81
Estimated Sales Tax						4990.45
Estimated Freight						
Total						64756.26



CITY COUNCIL AGENDA – OCTOBER 15, 2024

SUBJECT: Authorization to Purchase an Air Conditioning Unit

SOURCE: Public Works

COMMENT: The Wastewater Treatment Facility (WWTF) is requesting authorization to replace one (1) air conditioning unit that has recently failed. The unit was originally installed in 2011 and is obsolete as repair parts are no longer available. The failed unit services the WWTF's main electrical room and is vital to maintaining a safe and optimal working environment for the electrical equipment. The air conditioning system prevents overheating, potential fire hazards and electrical short circuits.

The WWTF staff contacted four (4) air conditioning companies for quotes. The quotes are as follows:

TAM-N-TJ'Z Cooling-N-Heating Inc.	\$9,500.00
Sam's Air Conditioning & Heating	\$10,495.00
LEE'S Air-Plumbing-Heating	\$17,495.07
SHAW'S Home Comfort	\$18,244.00

TAM-N-TJ'Z Cooling-N-Heating Inc. has been identified as the lowest quote, therefore securing the quote for the purchase and installation of one (1) 3.5-ton air conditioning unit. Expenditure for the project is to be funded from the 2024/2025 WWTF Operating Budget in the amount not to exceed \$10,450, which includes one (1) air conditioning unit, installation, taxes, and 10% contingency.

RECOMMENDATION: That City Council:

1. Award the replacement and installation of a 3.5-ton unit to TAM-N-TJ'Z Cooling-N-Heating Inc. for a total project amount not to exceed \$10,450, which includes one (1) air conditioning unit, installation, taxes, and 10% contingency;
2. Direct the Finance Director to initiate a Purchase Order to TAM-N-TJ'Z Cooling-N-Heating Inc. for a total project amount not to exceed \$10,450, which includes one (1) air conditioning unit, installation, taxes, and 10% contingency; and
3. Direct the Finance Director to make payment to TAM-N-TJ'Z Cooling-N-Heating Inc. upon receipt of the invoice approved by the Public Works Director.

ATTACHMENTS: 1. TAM-N-TJ'Z Quote

2. SAM'S Quote
3. LEE'S Quote
4. SHAW'S Quote

Appropriated/Funded:

Review By:

Department Director:
Michael Knight, Assistant City Manager

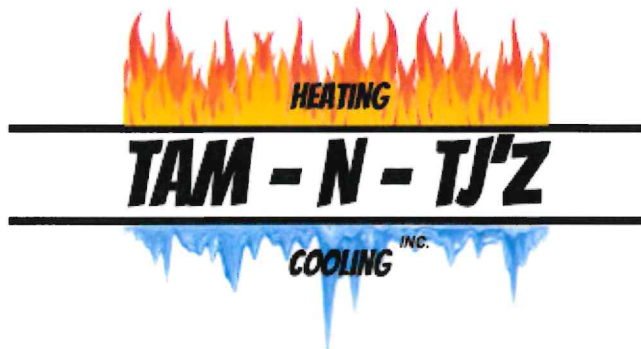
Final Approver: Patrice Hildreth, City Manager

Estimate

Tam-N-Tj'z Cooling-N-Heating Inc.

"Your comfort is our business"

P.O. Box 648
Porterville, CA 93258
559-789-6373
License #1063512



Prepared for: City Of Porterville- Ras 3-4 Electrical Room

Jobsite: 1333 W Grand Porterville, CA

Technician Name: Tam/TJ

Email: tamntjz2020@gmail.com

Date: October 1 2024

Phone: Tam (559)306-9122/T.J.(559)789-6373

Tam-N-Tj'z Cooling-N-Heating Inc proposes the following:

We will remove and dispose of old equipment. We will then install a 3.5 ton single phase ICP unit on an adjustable roof curb. We will be connecting to existing ductwork. We will install a new disconnect at the unit. A Vive thermostat will be provided and installed at the unit. This includes permits.

Total Price: \$9,500

****** WARRANTY******

5 Year Parts and 7 Year Compressor

This estimate is good for 30 days from the date above.

Acceptance of Estimate (Client Signature): _____ **Date:** _____ This is an estimate and the summary above is furnished by Tam-N-Tj'z Cooling-N-Heating Inc. as a good faith estimate of work to be performed at the location described above and is based on our evaluation which includes all material and labor cost. If paying with credit card or financing additional fees apply.

Thank you for considering Tam-N-Tj'z Cooling-N-Heating INC.

Estimate Valid for 30 days

Lic# 1015785

Date

10/03/2024



Sam's Air Conditioning & Heating
23701 Ave 196
Strathmore Ca. 93267
(559)718-4919

Name/ Address

City of Porterville
1333 W. Grand Ave.
Porterville, Ca 93257
POC- Jeff (559) 310-2252

Project: estimate

Description	Total
To install new 3.5ton Goodman Gas/electric Package unit	
- Unit	\$5,585
- Curb adapter	\$950
- Electrical disconnect & whip	\$750
- Gas shut off & flex	\$650
- PVC drainline	\$195
- Seal all around unit	\$365
- Crane	\$575
- Miscellaneous (Any other modifications needed to fit new unit)	\$500
- Permits	\$450
- Title 22 duct testing	\$475
Grand Total	\$10,495



Billing Address
The City of Porterville
1333 West Grand Avenue
Porterville, CA 93257 USA

Home Improvement Contract
Lee's Air, Plumbing & Heating
2440 S. Gearhart Ave Ste. 101
Fresno, CA 93725
CL#635355
www.LeesAir.com
559-628-2663

Estimate 299516305
Job 386446
Estimate Date 10/7/2024
Technician Jeff Stamps
Lic. #80121 SP
Customer PO

Job Address
The City of Porterville
1333 West Grand Avenue
Porterville, CA 93257 USA

Estimate Details

The City of Porterville - Electrical Room Cooling Unit Replacement Proposal:

During a recent visit to The City of Porterville located at 1333 West Grand Avenue Porterville, CA our service specialist diagnosed "as having a refrigerant leak and other age related issues and was asked to propose a replacement unit".

DUE TO THE AGE AND CONDITION OF THIS EQUIPMENT THIS UNIT IS NO LONGER COST EFFECTIVE TO CONSIDER MAJOR REPAIRS. THIS UNIT IS STRONGLY RECOMMENDED FOR REPLACEMENT.

All replacement and new furnaces within the SJVAPCD (San Joaquin Valley Air Pollution Control District) jurisdictions must meet the ultra-low NOx designation. Starting April 1, 2022. This is the only unit that is available for sale and installation in the San Joaquin Valley.

Equipment to be replaced:
2011 Trane 3.5 ton 230 volt 1 phase downflow package unit
Model #4WCY4042A1000AA
Serial #1104117353L

We propose the following:

Remove and dispose of existing air conditioner.
Install equipment specified below.
• Code Mandate- Pulling a permit (inspected upon completion)
• Code Mandate- Smoke detector safety monitor
• Code Mandate- Fresh air economizer (required on all units over 3 tons)
• Code Mandate- copper drain lines
• New high voltage safety disconnect (important safety item)
Factory curb adapter assembly (when required)
Provide adaptation to existing gas connection
Provide adaptation to existing electrical connection
Provide adaptation to existing condensate drain assembly
Provide adaptation to existing sheet metal duct connection as needed.
Includes new electrical disconnect, earthquake strapping & gas flex connector.
Test & operate new air conditioning unit.
Report any duct, electrical, or plumbing, discrepancies, quote for repair if required.
Coordinate and provide HERS Rater & permit inspection.

*Note: as of Jan.1 2015 we are required by California code mandate to install a fully automatic fresh air economizer (free cooling) on all units over 3 tons in commercial application. This is a great product to have in place, however it does add additional expense to all permitted installs.

**Note: 13 SEER units are no longer available in in single phase or 3 phase due to California mandates and we will be installing minimum 14 SEER units residentially, and 11 EER commercially from this point further.

Thank you for this opportunity to propose unit replacement. If you wish to proceed, please sign below and return via email.

Service #	Description	Quantity	Your Price	Your Total
IC660500404	Replace w/ 14 SEER LEE'S AIR 3.5-TON (230V-1PH):	1.00	\$11,308.98	\$11,308.98
IPP15300474	RETRO MATCH DOWNFLOW install = 3.5 TON: , new condensation adaptation, high voltage and low voltage connections	1.00	\$2,518.16	\$2,518.16
ECNMNZr1001	CODE MANDATE... Fully Automatic Economizer Control--(FREE COOLING)	1.00	\$1,400.00	\$1,400.00

DN320100050	Replace NON-FUSIBLE & FUSIBLE <=30 amp, 230V, 1 phase, ELECTRICAL DISCONNECT Code required high voltage shut off devices. Allows equipment to be safely serviced or repaired.	1.00	\$901.53	\$901.53
IAC11100000	HYDRO-CRANE SERVICE: <=110' boom / minimum lift	1.00	\$498.98	\$498.98
IAK01130032	CODE MANDATE: Install DUCT MOUNTED SMOKE DETECTOR	1.00	\$354.19	\$354.19
IMP10170000	CA MANDATE: 1 UNIT replacement PERMIT with INSPECTION.	1.00	\$513.23	\$513.23
	Note: A representative from Lee's Air will call you after completion of the project to schedule the inspection.			
WARR	Limited Warranty: One year parts & labor on all components replaced by Lee's.	1.00	\$0.00	\$0.00
SAT100	Limited manufacturer compressor warranty: 5 Years, part only. 100% Satisfaction Guarantee	1.00	\$0.00	\$0.00

Sub-Total	\$17,495.07
Tax	\$0.00
Total	<u>\$17,495.07</u>

Payment in Full Due Net 30 Days from Completion Date. Thank you for your patronage.

By signing, I agree to the Terms and Conditions. I hereby authorize the work as described above and verify that I have the authority to do so.



Make check payable to:
Shaw's Home Comfort
1356 W. Iona Ave, Lemoore, 93245
(559)925-9923
Ca Lic#844787

Estimate 80959341
Job 80929335
Estimate Date 10/2/2024
Technician Rene Maldonado
Customer PO

Billing Address
Porterville Waste Water Treatment Center
1333 West Grand Avenue
Porterville, CA 93257 USA

Job Address
Porterville Waste Water Treatment Center
1333 West Grand Avenue
Porterville, CA 93257 USA

Estimate Details

3 1/2 Ton Goodman Heat Pump 13.4 SEER Package Unit with Existing Ductwork : Remove existing Package unit. Install new sheet metal curb adaptor. Install new 3 1/2 ton 13.4 SEER 230 volt single phase heat pump package unit. Will retrofit high voltage and install new single phase service disconnect. Connect to existing condensate drain. Will install a duct smoke alarm. Install new thermostat. Will conduct a factory start up and efficiency checks. Will file all proper permitting/ Hers paperwork. Will coordinate city inspection. **WARRANTY & GUARANTEES:** 1 year on parts - 5 years on compressor - 1 year warranty on labor - 100% customer satisfaction guarantee - property protection guarantee - best price up front guarantee.

Service #	Description	Quantity	Your Price	Your Total
PPC Install	Penguin Priority Club Perks: Conduct a 23 Point Inspection on the system. Other Benefits include Priority Client Status, Never an Overtime Charge, Emergency service 7 days a week, Extended equipment Life, Fewer Repairs and Professionally Trained Technicians. These services are provided in the Spring and in the Fall	1.00	\$0.00	\$0.00
Ecobee	Install new EcoBee smart thermostat	1.00	\$0.00	\$0.00
GPHM34241	Demo and remove existing unit. Install Heat Pump package unit on a stand. Connect to existing ductwork & enlarge return duct as needed. Install Heat Strips. Install new fused service disconnect. Run high & low voltage in seal tight conduit. Paint & run new PVC condensate drain. Install new thermostat Install smoke/Carbon Monoxide alarms. Seal all duct, boots & registers Title 24 duct pressure test verification. Will Pull Permit. Will do Factory start up and Efficiency Checks.	1.00	\$19,744.00	\$19,744.00
Goodman GPHM34241				
Shaw's Promo	If we can't install your system the same day receive a \$1,500 discount!	1.00	\$-1,500.00	\$-1,500.00
Basic Warranty	5 Years on Compressor - 1 Years on Parts - 1 Years on Labor	1.00	\$0.00	\$0.00
Misc Quote-E	Exterior weathered smoke detector	1.00	\$0.00	\$0.00
Member Savings				\$1,744.00
Sub-Total				\$18,244.00
Tax				\$0.00
Total				\$18,244.00
Est. Financing				\$288.73

Thank you for choosing Shaw's Home Comfort!

Customer Signature _____

Date _____

By signing above and/or the electronic signature via email, I agree and authorize the work as summarized on these estimated terms, and I agree to pay the full amount for all work performed at the completion of the work performed. All prices for estimates are good for 30 days. The summary above is furnished by Shaw's Home Comfort as a good faith estimate of work to be performed at the location described above and is based on our evaluation.



CITY COUNCIL AGENDA – OCTOBER 15, 2024

SUBJECT: Fleet Management Software Renewal

SOURCE: Public Works

COMMENT: The City's Public Works Department Equipment Maintenance Shop operates Fleet Management Software provided by a proprietary vendor, Ron Turley Associates. The existing one-year contract expires on November 30, 2024. City staff has been testing the paperless shop version of the software and is interested in transitioning to the cloud-based platform. The one-year contract renewal with Ron Turley Associates costs \$13,763.20, and the renewal will allow staff sufficient time to continue analyzing the cloud-based platform and the mobile application and compare it with alternative vendors. The service contract includes cloud hosting services, unlimited technical support, a mobile application, a new cloud-based application, and provides training for staff performing data entry.

The funding for the service contract renewal and extension will be funded from the Equipment Maintenance operating budget.

RECOMMENDATION: That the City Council:

1. Approve the software contract with Ron Turley Associates for one year in the amount of \$13,763.20; and
2. Authorize payment for these services from the Equipment Maintenance Shop Operating Budget.

ATTACHMENTS: 1. Ron Turley Associates Inc- Invoice

Appropriated/Funded:

Review By:

Department Director:
Michael Knight, Assistant City Manager

Final Approver: Patrice Hildreth, City Manager

Ron Turley Associates Inc - Invoice #68002

FROM

INVOICE SUMMARY

Ron Turley Associates Inc
RTA Fleet Management Software
17437 N 71st Drive Ste 110
Glendale, AZ 85308
(623) 581-2447

Invoice Number 68002
Date 10/01/2024
Terms Net 30
Due Date 10/31/2024
Amount Due (USD) \$ 13,763.20

BILL TO

SHIP TO

City of Porterville
Attn: Accounts Payable
291 North Main Street
Porterville, CA 93258
USA

Attn: Accounts Payable
291 North Main Street
Porterville, CA 93258
USA

DESCRIPTION	AMOUNT
Annual [Platinum] SaaS Renewal fee for the term starting 12/01/2024 and ending 11/30/2025 at 2024 List Price.	34,108.80
Annual 10% increase less Adjustment	-20,345.60
Amount Due (USD)	\$ 13,763.20

ACH/Wire Instructions:
MidFirst Bank
3030 E Camelback Rd, Phoenix, AZ 85016
Routing #122187445 / Account # 2063003600

Payment via Check:
17437 N 71st Drive Ste 110, Glendale, AZ 85308



INVOICE SUMMARY	
Invoice Number	68002
Terms	Net 30
Due Date	10/31/2024
Amount Due (USD)	\$ 13,763.20

City of Porterville
Attn: Accounts Payable
291 North Main Street
Porterville, CA 93258
USA



CITY COUNCIL AGENDA – OCTOBER 15, 2024

SUBJECT: Consideration of Approval of Contract Renewal with CivicPlus

SOURCE: Administrative Services

COMMENT:

In September 2019, the City Council authorized entering into a contract with CivicPlus which operates under the name CivicClerk. CivicClerk is a web-based agenda management system that significantly streamlined and automated the City Council Agenda process.

The original contract outlined automatic renewals which were subject to a five percent (5%) annual increase beginning in the third year. The City's contract was set to renew on November 1st, 2024, at the rate of \$10,638.11. On August 29, 2024, CivicPlus sent the City a 60-day notice to terminate the original contract due to their inability to renew it at the approved rate due to inflation.

CivicPlus is proposing a new contract at the rate of \$11,955.21 annually, subject to a five percent (5%) annual increase each renewal term. Funding for the contract renewal is available in the Administrative Services General Fund operating budget.

RECOMMENDATION: That the City Council approve the proposed contract renewal with CivicPlus at the rate of \$11,955.21, with a five percent (5%) annual increase each renewal term and automatic renewals, for the web-based agenda management system.

ATTACHMENTS: 1. CivicClerk Renewal Agreement

Appropriated/Funded:

Review By:

Department Director:
Yuliana Andrade, Administrative Services Director

Final Approver: Patrice Hildreth, City Manager

**CivicPlus**

302 South 4th St. Suite 500
Manhattan, KS 66502
US

Quote #:

Q-82961-1

Date:

8/23/2024 10:47 AM

Customer:PORTERVILLE CITY,
CALIFORNIA

QTY	Product Name	DESCRIPTION
1.00	CivicClerk Annual Fee - Custom Renewal	CivicClerk Annual Fee Renewal
Annual Recurring Services - Initial Term		USD 11,955.21
Annual Recurring Services - (Subject to Uplift)		USD 11,955.21

1. This renewal Statement of Work ("SOW") is between City of Porterville, CA ("Customer") and CivicPlus, LLC and shall be subject to the terms and conditions of the Master Services Agreement ("MSA") and the applicable Solutions and Products terms found at: www.civicplus.help/hc/p/legal-stuff (collectively, the "Terms and Conditions"). By signing this SOW, Customer expressly agrees to the Terms and Conditions throughout the Term of this SOW. The Terms and Conditions form the entire agreement between Customer and CivicPlus (collectively, referred to as the "Agreement"). The Parties agree the Agreement shall supersede and replace all prior agreements between the Parties with respect to the services provided by CivicPlus herein (the "Services").

2. This SOW shall remain in effect for an initial term starting at the Customer's next renewal date of 11/1/2024 and running for twelve months ("Initial Term"). In the event that neither party gives 60 days' notice to terminate prior to the end of the Initial Term, or any subsequent Renewal Term, this SOW will automatically renew for additional 1-year renewal terms ("Renewal Term"). The Initial Term and all Renewal Terms are collectively referred to as the "Term".

3. Unless terminated, Customer shall be invoiced for the Annual Recurring Services on each Renewal Date of each calendar year subject to an annual increase of 5% each Renewal Term.

Acceptance

By signing below, the parties are agreeing to be bound by the covenants and obligations specified in this SOW. For CivicPlus Billing Information, please visit <https://www.civicplus.com/verify/>.

IN WITNESS WHEREOF, the parties have caused this SOW to be executed by their duly authorized representatives as of the dates below.

Client

CivicPlus

By:

By:



Printed Name:

Printed Name:

Amy Vikander

Title:

Title:

Senior Vice President of Customer Success

Date:

Date:

8/29/2024



CITY COUNCIL AGENDA – OCTOBER 15, 2024

SUBJECT: Authorization to Enter Agreement with Data Pilot

SOURCE: Police

COMMENT: Digital forensics, in all forms, continues to be a key investigative tool for evidence collection for the Porterville Police Department and other agencies across the country. In years past, the police department utilized Cellebrite, a data acquisition platform/tool, to access evidentiary information on suspects, victims, and witnesses' cellular telephones to further criminal investigations. Recently, Cellebrite has become less reliable and much more expensive, making it less feasible to continue with a yearly contract/partnership.

Staff were contacted by a representative from Data Pilot, which is similar to Cellebrite, in that the platform/tool acquires data from cellular telephones, computers, CCTV, and other surveillance equipment. Data Pilot also has the ability to add a much-needed field triage capability to officers/detectives in the field. This timely acquisition of data is highly important, as electronic data is very time-sensitive.

Upon being presented with Data Pilot and its capabilities, the Porterville Police Department was afforded a 45-day trial period, which we are nearing the end of. During this short trial period, investigators obtained valuable information that has led to crucial evidence collection, including a firearm used in an attempted homicide. Without the use of Data Pilot, this evidence would not have been located.

Data Pilot's software and acquisition tools are being utilized by hundreds of agencies across the country, including the Federal Bureau of Investigations. In planning to enter into a two (2) year contract with a new digital forensics acquisition company, staff submitted, and was approved for a grant covering approximately half (\$7,195) of the total cost (\$14,280.08), which includes the license, equipment, and training. Following acceptance of the grant, the two (2) year contract will cost the police department \$7,085.08. Funds for this acquisition are available in the department's budget.

RECOMMENDATION: That the City Council:

1. Accept the grant funds from the 2024 Mobile Forensics LTP Grant Program in the amount of \$7,195.00 and;
2. Approve staff to enter the two (2) year contract with Data Pilot for the amount of \$7,085.08.

ATTACHMENTS:

1. Data Pilot Executive Summary
2. Porterville PD Quote

3. Data Pilot Grant Program

Appropriated/Funded:

Review By:

Department Director:
Jake Castellow, Chief of Police

Final Approver: Patrice Hildreth, City Manager

DATAPILOT

DATAPILOT creates innovative mobile and digital forensic solutions that are affordable, easy to use, and compatible, saving law enforcement valuable time, money, and resources.

DATAPILOT allows every agency and officer to utilize digital forensics in any investigation by providing an affordable, easy-to-use, and compatible solution.

At DATAPILOT our mission and passion are to help alleviate your budget and time challenges when it comes to mobile forensics. We do this by providing law enforcement with affordable, easy to use solutions that will help your detectives be more effective and efficient. The goal is to speed up the process of the investigation, close cases faster and make for a safer community.

Our DATAPILOT platform can be found in over 1,400 state and local and agencies.

Date: 2024

Subject: DATAPILOT Forensic Solutions

Greetings,

DATAPILOT is pleased to submit for your consideration the following product solutions summary to support your mission.

Our DATAPILOT Forensic platform has been designed to meet the ever-growing demands of the rapidly changing mobile & digital forensic industry, enabling your organization to enhance its investigative capabilities, streamline processes, and maintain evidence and intelligence integrity.

We support your mission to provide complete extractions, examine and triage phones, watches, tablets, external drives and cards, CCTVs, gaming consoles and more. We support the collection of social media and encrypted chat applications (such as Google, WhatsApp, Meta, Line, Snapchat, Kik, Signal, Line) cloud data, location data, crypto and banking, and much more. If you can see it, we can capture it.

Our solutions are designed for all aspects of your investigation: Victim, witness, informant and suspect evidence and intelligence collection. We can collect a single minute in time, a single file in time on through to an entire device and Google drive.

In addition to powerful, easy to use applications, we include:

- Reporting and Discovery applications for sharing evidence and intelligence between team members, investigators, and prosecutors.
- Advanced Analytics with Time Line, Link Graph, GeoTag Plotter, Gallery Search and more!
- Complimentary training for your team members to support the cost effectiveness of sharing equipment and software, being informed of current forensic challenges, and learning the latest tips and tricks.
- Monthly product updates – Mobile devices are updated frequently, and so do we.
- Feedback from you and our R & D with large agency labs and research groups allows us to implement and deliver new technology features into all our users' hands every month.
- A dedicated and caring Customer Success and Support team.

Background

Purpose

DATAPILOT creates innovative mobile and digital forensic solutions that are affordable, easy to use, and compatible, saving our users valuable time, money, and resources.

Our Mission

We're on a mission to deliver impactful affordable solutions that empower state and local law enforcement to get the job done efficiently. We're helping agencies large and small save money, decrease backlogs and increase digital forensic capabilities in the lab and more importantly in the field. Ultimately reducing crime and saving you valuable resources and precious time.

Our Values

- Customer success is our top priority
- Breakthrough ideas
- Passion driven culture
- Quality focused processes

About us

We are a group of heart driven, performance-based folks who work for a higher cause, and in 2018 we decided to introduce a rugged, affordable handheld IoT device, that was easy to use and would meet the needs of mobile digital forensics in the lab and outside in the field.

What started as a handheld IoT device with 375 agencies has quickly grown to over 1,600 agencies worldwide with handheld devices and desktop solutions.

Our leading acquisition capabilities includes 8 powerful applications, with Case Management and competitive reporting and analytics application.

We also have integrated partners, like Cyacomb, for fast finding CSAM.

Most recently our R & D team has been working with large agency labs and R & D teams to produce the next round of acquisition, parsing and reporting applications for the next technological challenges facing law enforcement: Artificial Intelligence, drones, IoT, and so much more.

From our early beginnings as the largest data transfer company between Nokia phones and other feature phones, to a world leader in mobile forensics, providing access to the newest iOS and Android operating systems, DATAPILOT is here reduce your case load and be a force multiplier!

What We Do

Targets

Android OS and Apple iOS

- From their original releases way back when

Mobile hardware from around the world

- Compatible with all major and foreign.
- You have a device that has problems, we will get it and solve it.

USB drives, SD and CF Cards, Mountable drives

Video and linked screen capture from iOS 16+ and Android devices, gaming consoles, DVRs and HDMI output devices and accessories.

Phones and Tablets

- Android, iOS and KaiOS
 - Android derivatives
- Feature Phones of the past and current burner phones

Watches

- Tizen and Wear OS
- Apple iOS
 - 3, 4, 5, SE (all)
 - Hardware required

DATAPILOT Platform Functionality and Flow

Target Devices

Phones | Tablets | Watches



External Devices

SD and CF Cards
USB Drives
USB External Drives

HDMI Output Devices

DVRs, Game Consoles,
PCs and so much more.



DATAPILOT

Triage and Acquire

- Physical
- Advanced Logical
- Time Slice
- Flex Specific Files
- Linked Screen
- Linked Video
- DP Share
- Optical Screen
- Optical Video
- HDMI Capture

Parse, Carve, Decode
Report
Analysis

Storage Options

Internal

USB External Devices
➤ Flash and Hard Drives

Network Drives
➤ Via Wi-Fi and Ethernet

Compatible

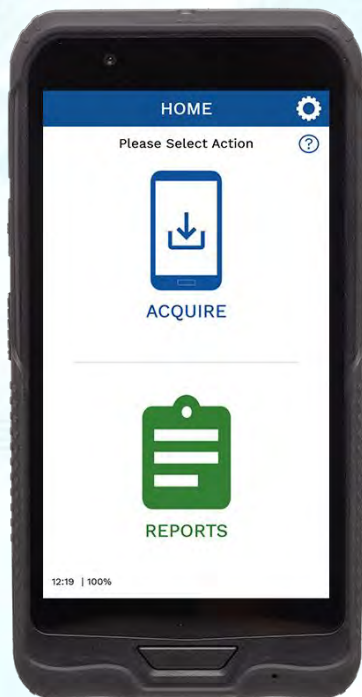
Data

- SQL, XML, HTML

Forensic Products

- Cellebrite, Magnet, Oxygen and more

Powerful Acquisition Apps



Acquire Data

- Affordable, easy-to-use, intuitive, and built-in help
- View evidence in real-time and capture it accordingly.
- 8 Powerful acquisition technologies
- Acquire only the evidence you need.
- Screen mirror and take snapshots of messages in encrypted applications such as Snapchat, WhatsApp, Telegram, Kik, Facebook Messenger and other Meta based applications.
- Perfect for victim and witness evidence gathering.
- Data is compatible with DPDesktop and other forensic products.
- Mirror target device, capture screens, with OCR
- Video Record Content and Acquisitions
- Auto-scroll and capture technology

Optical Picture and Video Capture

- Photograph and video evidence, with OCR

Techno Cable Kit - The Techno Cable Kit includes the variety of connectors required to collect video and linked screen capture from iOS 16+ and Android devices, gaming consoles, DVRs and HDMI output devices and accessories.



Techno Power Kit



The ultimate DP handheld add-on

- Hard Case
- Docking Station
 - Charge DP10
 - 2 USB Ports
 - Ethernet
 - Battery Charger
- Extra Battery
- Car Charger with 2 USB Ports
- Ethernet Cable

Techno Data Kit External Devices

SD and CF Cards
USB Drives
USB External Drives



Extraction

- Physical Image
 - Bit by Bit, including deleted data
 - Use your forensic tools to parse
- Logical Copy
 - Select entire disks / partitions
 - Select entire folders
 - Select individual folders and files

Viewer

- Built-in gallery for viewing images and playing videos
 - Headphones option for privacy
- Make file selections right from the gallery viewer
 - Simply touch the photo or video to select
 - Report and Search
 - Importable into other forensic tools

DPDesktop

Triage, Acquisition, Analysis and Reporting

- Powerful desktop forensics for mobile and digital devices.
- Affordable, easy-to-use, intuitive, and built-in help
- Android, Apple, KaiOS, USB drives, SD and CF Cards, Hard drives, and Cloud
- View evidence in real-time and capture the evidence accordingly.
- 8 Powerful acquisition technologies - to get the data you need when you need it.
- Evidence data is compatible with other products.

Case Management

- Integrated with your DPIO Cases and Acquisitions
- Organize your Case, Acquisition, and data intelligence.

Analysis and Reports

- Free reporting tool
- Visualizations for Hierarchical, Timeline, Social Graphs, and Geo location data.
- Intelligent insights and statistics
- Evidence flagging and tagging.
- Search and Time-Slice functionality



Value Proposition

- Affordable
- Effective
- Versatile – In-field | Office | Lab
- Easy-to-Use (no training required)
- Intuitive
- Built-In Help 
- 8 Powerful Acquisition Apps
- Report, Analyze, Search / Filter, Evidence Meta Tagging
- Complimentary Training
- Compatible with Lab Software

Custom Solutions: We pride ourself on creating custom solutions that meet the needs of your agency. We are proud to be a US based company that can adapt, improvise, and overcome any hurdles that your agency is presented with. Contact us and set up an appointment for us to better understand your needs.

As proof by our pricing, we are the most affordable mobile forensic solution on the market and we push the envelope when it comes to acquiring mobile devices, storage devices, gaming devices, recording devices and watches.

Thank you

Thank you for your service and dedication and for what you do every day for all of us out in the world... for your communities, your families, fellow agents, and team members.

It is not easy, and while it may seem at times that some may not appreciate you, just know you are valuable to so many in so many ways.

Thank you again for your time and consideration.

Your DATAPILOT Team

"DP10 is an excellent product. On the first use I only needed a specific date range which is a feature on DP10, it downloaded only the information during that date range and pulled a large amount of data to include videos from two messaging apps which I have had issues with in the past.

It is truly one of the easiest devices to use."

~ Bossier City Police Department

"I was working a case with my current forensic tool, the actual conversation I needed was inside a messaging app that was not acquired.

I called the local rep, and Steve went above and beyond and drove up to my agency. Within 15 mins of his arrival I had the valuable conversation.

Impressed with the service and the device, we ordered our own the next day."

~ Holmes County Sheriff

"Over the past two decades I have used every mobile forensic tool on the market each has its strengths and weakness.

Since my agency has acquired the DP10 we have been able to capture data from mobile devices of witnesses, victims and suspects at the patrol level and access it instantly.

Little to no training is required. The DP10 is a game-changer."

~ East Lansdown Police

"I have been using DP10 to support ongoing Human Trafficking Ops.

This is a game-changer with obtaining victim consent to conduct data dumps of their cell phones in the field within the allotted time that a victim is supposed to be outside of the eyes of her trafficker.

The amount of useable data far surpasses any expectation I had."

~ McLennan County Sheriff

"My first time using the DP10 was huge. I have a child exploitation case where the suspect had been messaging the child victim for months.

Linked Screen was my best source of evidence and in one conversation only, I utilized almost 5000 swipes.

The OCR was awesome with that.

Loving the tool."

~ Watertown Police Department

"I was struggling with a device that contained the latest iOS 14 update and extracting data for a pertinent case.

Our lab has numerous extraction tools that were unable to perform.

DATAPILOT 10 was able to obtain the needed data in a timely fashion so the Detective could move forward with the case."

~ Chesterfield County Police

DATAPILOT

18200 Von Karman Avenue, Suite 780 | Irvine, CA 92612 | TEL: (949) 341-0007 | FAX: (949) 341-0008

GENERAL INFORMATION

Contact Name	Ronald Moore	Quote Number	00006617
Mailing Address	350 North D St Porterville, CA 93257	Created Date	9/16/2024
Phone	559.527.4281	Expiration Date	10/31/2024
Email	rmoore@ci.porterville.ca.us	Payment Terms	Net 30

BILLING AND SHIPPING

Bill To Name	Porterville Police Dept (CA)	Ship To Name	Porterville Police Dept (CA)
Bill To	350 North D St Porterville, CA 93257 USA	Ship To	350 North D St Porterville, CA 93257 USA

Quantity	Product Code	Product Description	List Price	Adjustment \$	Subtotal \$
1.00	BN-PK3	Grant Package Three Thank you for your service.	(\$6,895.00)	\$300.00	(\$7,195.00)
1.00	CP210-D10	DATAPILOT 10 Field Acquisition Device (256GB) Includes 1-yr software with desktop evidence viewer and complimentary training	\$2,995.00		\$2,995.00
1.00	DP-ESTRN	Complementary training on DATAPILOT products, does not include certification.	\$0.00		\$0.00
1.00	DP-TRN-ONLINE	Live (online) Certified Training for DATAPILOT products. DATAPILOT trainers will help guide and teach use cases for developing skills in mobile forensics. Must complete and pass the written test for certification.	\$2,295.00		\$2,295.00
1.00	CP200-DPD-KIT	DPDesktop Suite Includes 1-yr software with all necessary cables.	\$4,495.00		\$4,495.00
1.00	CP210-D10-XT	License Extension for DATAPILOT 10 Includes 1-yr software maintenance and updates.	\$1,795.00		\$1,795.00
1.00	CP200-DPD-XT	License Extension for DPDesktop Includes 1-yr software maintenance and updates	\$1,995.00		\$1,995.00
2.00	CP210-CBL	The Techno Cable Kit includes the variety of connectors required to collect video and linked screen capture from iOS 16+ and Android devices, gaming consoles, DVRs and HDMI output devices and accessories.	\$195.00	\$390.00	\$0.00
1.00	CP210-PWRKIT	Techno Power Kit add-on for DATAPILOT 10 Includes dock station, extra cables, car charging adapter, and additional battery with ruggedized carrying case.	\$595.00		\$595.00

Tax

\$110.08

Acceptance of Quote

Purchase Order Number: _____

Date: 9/26/2024

Authorized By/Title (please print):

CAPTAIN RON MOORE

Authorized Signature: _____

Ronald Moore

NOTE: All prices are subject to all applicable state and/or local taxes and import fees. Terms are subject to credit department approval. Prices are subject to change without notice.

DATAPILOT

18200 Von Karman Avenue, Suite 780 | Irvine, CA 92612 | TEL: (949) 341-0007 | FAX: (949) 341-0008

Grand Total \$

\$7,085.08

PREPARED BY

Thank you for considering DATAPILOT, Inc. Please contact me with any questions and/or additional information.

Prepared By Russ Myers
Email rmyers@datapilot.com

Acceptance of Quote

Purchase Order Number: _____ Date: 9/26/2024

Authorized By/Title (please print): CAPTAIN RON MUDRE

Authorized Signature: 

NOTE: All prices are subject to all applicable state and/or local taxes and import fees. Terms are subject to credit department approval. Prices are subject to change without notice.



2024 DIGITAL FORENSICS LTP GRANT PROGRAM

Please see the included grant information for Digital Forensics & Certified Training. We are proud to partner with local law enforcement, probation/parole, and correctional agencies to help keep their communities safe. We understand this has been a challenging time for law enforcement agencies and that budgets are running thin.

For agencies with current digital forensic software, this program allows you to acquire new technology, while saving money on your current yearly software subscription costs. This program also allows you to add much needed field triage capabilities to your current lab-based tools.

For agencies with no current digital forensic software, you can now have access to pull evidence data from digital devices. Certified Training is included with this program. We look forward to partnering with you in helping keep your community safe.

Our grant program is made possible by our amazing law enforcement partners who have donated unused and underutilized licenses for agencies in need.

Thank you,

Jeremy Kirby
Grants Coordinator
DATAPILOT, Inc.



Congratulations to the below recipients from Q1 2024:

Center Township Police (PA) Barrington Police Department (NJ) City of Crocker Police Department (MO) Cross County Sheriff Office (AR)
Bangs Police Dept (TX) Blaine County Sheriffs Dept (OK) Crescent City Police Dept (CA) Broadwater County Sheriffs Dept (MT) Highmark Health Police (PA)
Harrisburg Police Dept (IL) Liberty Lake Police Department (WA) Beaverhead County Sheriff's Office (MT) York City Police Department (SC)
Troutman Police Department (NC) Ontario Police Department (OR) Jackson County Sheriffs Office (CO) Jackson County Sheriffs Office (CO)
Eufaula Police Department (OK) Cowley County Sheriff's Office (KS) Brighton Police Department (TN) Aspen Police Dept (CO) Apache County Sheriff (AZ)

2024 Mobile Forensics LTP Grant

All Departments Can Apply including State Agencies

Grant Background: This grant is set up for law enforcement agencies to acquire much needed Mobile Forensics Software and training for their departments. Law enforcement agencies are having trouble keeping up with increasing amounts of cases involving cell phone data. Agencies have to ship cell phones to outside sources for their mobile forensic needs. This is time consuming and can lead to a loss of data or legal precedence. The Mobile Forensics LTP Grant allows law enforcement agencies the ability to acquire their own mobile forensic software at steeply discounted prices due to the goodwill of agencies allowing the transfer of unused or underutilized licenses and devices. Agencies can now obtain multiple licenses and receive training with the grant. **2024 Update:** Recent surveys have shown that obtaining evidence data in the field is now a top priority for law enforcement agencies. The new field triage device can be acquired as part of this program or by itself.

Need:

- **Qualified Agencies should have less than 380 sworn officers/deputies**
- **All Correctional facilities, probation & parole departments may apply**
- **Qualified Agency shall have a need for mobile forensic software or training**
- **Agency employee must be able to attend on-demand training for up-to 4 hours (does not need to be continuous) of total time.**

Description of Project:

- **Goals:** The Mobile Forensic LTP Grant should be used by law enforcement agencies to help build cases and increase conviction rates. This should be a benefit to the community that they serve.
- **Objectives:** The grant's objective is to allow law enforcement agencies to have quick access to and training on, state-of-the-art mobile forensic tools in use throughout the USA.
- **Process:** Return application below and allocate matching funds. Spots are available on an immediate needs basis. **Program is non-competitive as it is first come, first serve.**
- **Outcome:** This grant aims to allow **up to 120** agencies nationwide (2024 FY), the ability to obtain mobile-forensic software and training at a steeply discounted rate through matching in-house funds and donated licenses.

Description of the Product and What is Included:

- **Mobile Forensic Training:** Learn how to acquire, analyze and report on mobile forensic data found on cell phones and tablet computers. Learn how to preserve evidence data from devices, Physical vs. File System vs Logical vs ADB Rooting: New link-screen technology. App analysis: SQL, DB Forensics, Time formats in files. Analyze using Timeline, Link Graph, Prime List/ Etc. Use of desktop view and how to locate, view and share evidence data with D.A. and prosecuting attorney.

Return to: DATAPILOT C/O Grants Department 18200 Von Karman Avenue Suite 780 Irvine CA, 92612
Or via Email to: grants@datapilot.com www.datapilot.com Call us at 949.341.0007

Description of the Product and What is Included (continued):

- **DATAPILOT 10:** A first-of-its-kind field triage device for acquiring data in the field or back in the lab. The portable device is in use throughout the United States with hundreds of agencies and allows LE personnel to quickly acquire evidence from cell phones and tablet computers. Techno Power Kit (TPK) for added field capabilities.
- **DP Desktop Forensic Software:** Acquire evidence with multiple acquisition methods from thousands of cell phones and tablet computers. Analyze evidence with link analysis, timeline, keyword search, activity map and gallery. Ease case management and creation. View all data including application data and deleted data when applicable. Show chain of custody. Create evidence reports for use in court and flag individual files with notes.



DATAPILOT 10 field device

Budget:

We understand that federal funds have become harder to receive. Departments do not have the funds needed to purchase a single mobile forensic software suite plus the additional cost of training. Nor do they have the time or resources to drive to other jurisdictions for help in acquiring cell phone data. This grant drastically cuts down the cost of acquiring DATAPILOT 10, currently in use by the USSS, DHS and various other Law Enforcement agencies. Certified mobile forensic training on the device is included as well at no additional cost.



DP Desktop analytics software

Work plan/Timeline:

- All applications for the Mobile Forensics LTP Grant must be received prior to 7/19/2024 and agency funds must be received by 09/13/2024.
- Grant is non-competitive and is issued on a first come first serve basis for **no more than 120** law enforcement agencies. **Please return application at your earliest convenience.**
- Equipment is shipped directly to LE agency
- Once equipment is received, user must register for certified training and complete before using the forensic device.



Fill Out Application



Receive Equipment



Training Provided

Agencies may choose any (or all) of the options below. **Please circle what item you would like below** and fill out the application. Email this page to grants@datapilot.com for approval.

	MSRP	Grant Pays	Cost Per License to Law Enforcement Agency	Amount of licenses needed *Max 2
Grant Option 1 DATAPILOT 10 with Certified Training and Techno Power Kit	\$5,885	\$3,440	\$2,445	Circle Below 1 2
Grant Option 2 DPDesktop forensic software (2year license) & Certified training	\$8,785	\$4,845	\$3,940	Circle Below 1 2
Grant Option 3 DPDesktop forensic software, DATAPILOT 10, (2year licenses) Techno Power Kit, Certified Training	\$13,870	\$6,895	\$6,975	Circle Below <u>1</u> 2

Application may be returned via email or mail: Approval process takes less than a week.

Name: RON MOORE

Organization: PORTERVILLE POLICE DEPARTMENT

Address: 350 N. D STREET

City: PORTERVILLE St. CA. Zip: 93257

Phone: (559) 521-4281

E-mail: RMOORE@CI.PORTERVILLE.CA.US

Amount of Sworn Full Time Officers/Deputies: 87

Current Mobile Forensic Software in Use (if none, mark N/A): NONE (PREVIOUSLY CELEBRITE)

Est. Volume of Cell Phone Extractions per Month: _____

Prepared by: RON MOORE Rank: CAPTAIN

Signature: Ronald Moore Date 7/2/2024 Scan your application and email to: grants@datapilot.com

Return to: Datapilot C/O Grants Department 18200 Von Karman Avenue Suite 780, Irvine, Ca. 92612
Or via Email to: grants@datapilot.com www.datapilot.com Call us at 949.341.0007



CITY COUNCIL AGENDA – OCTOBER 15, 2024

SUBJECT: Authorization to Advertise for Bids - Community Center & Park Project

SOURCE: Engineering and Project Management

COMMENT: The Plans and Project Manual have been prepared for the Community Center & Park Project located at Henderson Avenue and Fourth Street. This project includes the construction of a fully-sprinklered 16,514 square foot community center with a gym, a racquetball court, teen activity and study rooms, and staff offices. The project also includes the development of a park on the property that includes a splash pad, challenge course, pump track, climbing boulder, mini pitch area, playground, and connections to the newly refurbished Santa Fe Byway.

The Engineer's Estimate of Probable Cost is \$18,247,577.70. Funding for this project was approved in the 2024-2025 Fiscal Year Budget from four funding sources; a Proposition 68 Grant in the amount of \$6,432,000 for construction, American Rescue Plan Act Funds in the amount of \$4,057,850, Measure R - Alternative Transportation Funds in the amount of \$900,000, and Measure I funds in the amount of \$7,242,150.

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 surveying services with one of the firms as approved by Council MO #04-041922.

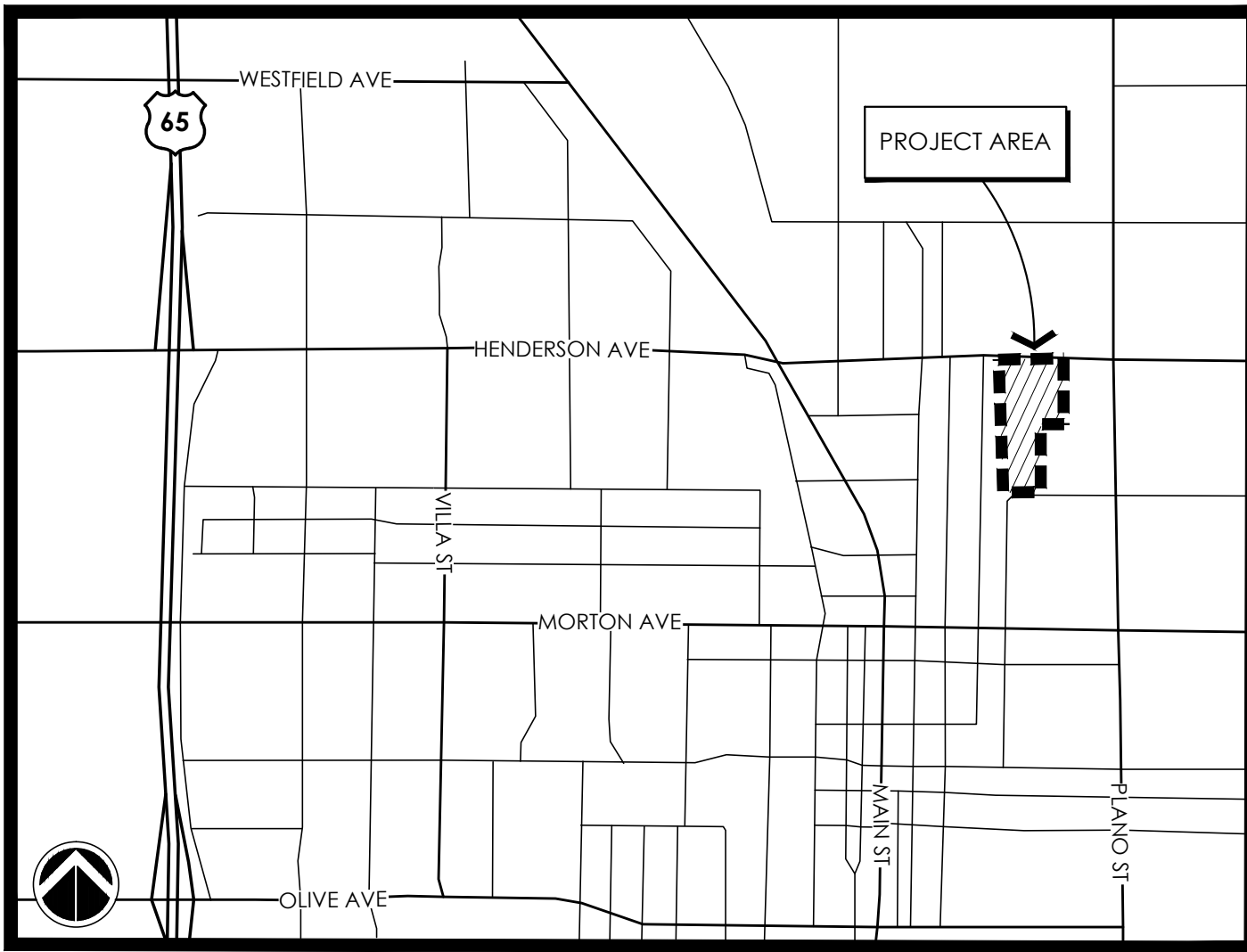
ATTACHMENTS: 1. Locator Map

Appropriated/Funded:

Review By:

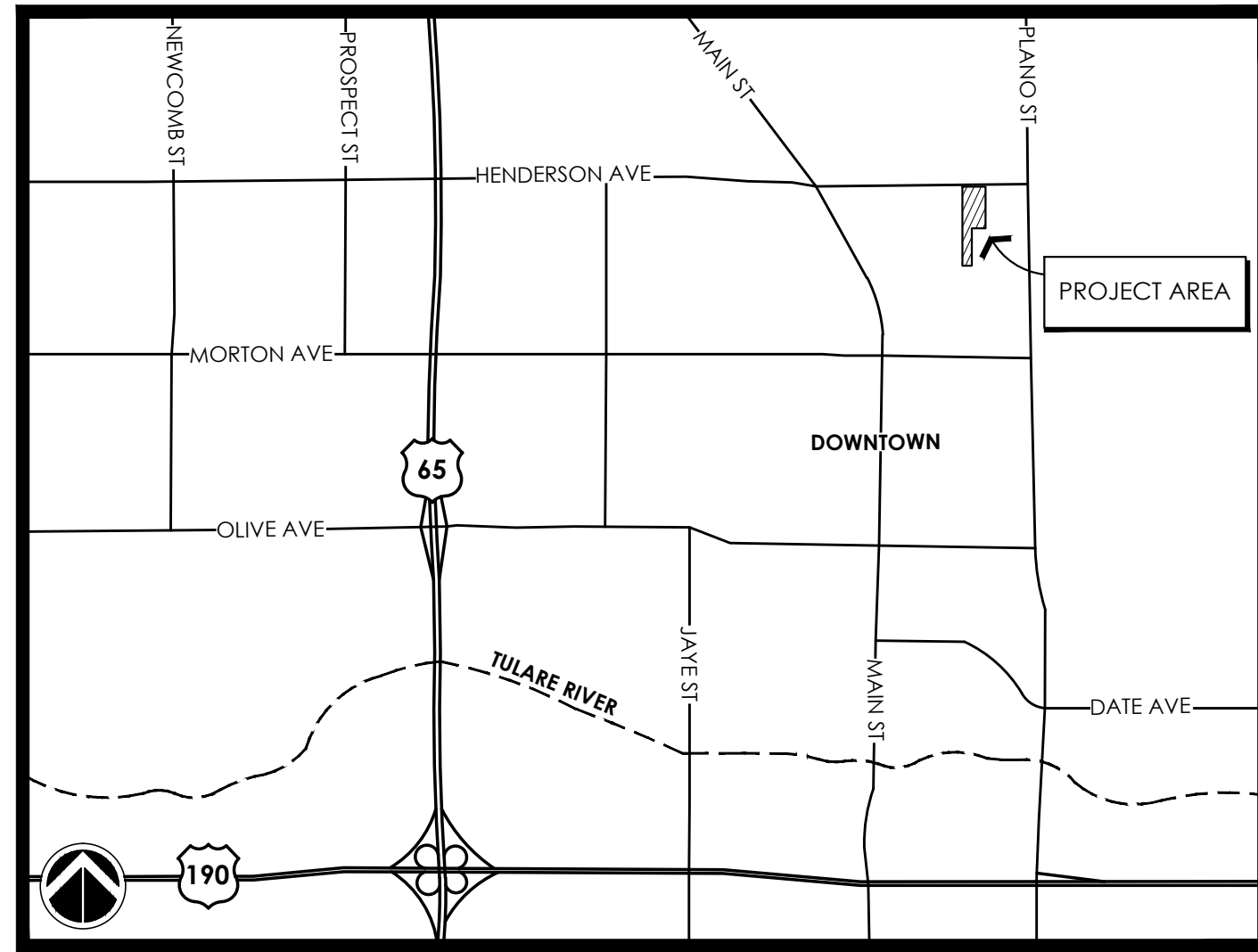
Department Director:
Javier Sanchez, Engineering & Project Management Director

Final Approver: Patrice Hildreth, City Manager



VICINITY MAP

NOT TO SCALE



LOCATION MAP

NOT TO SCALE



CITY OF PORTERVILLE

FOURTH ST COMMUNITY CENTER AND PARK

PORTERVILLE, CA



CITY COUNCIL AGENDA – OCTOBER 15, 2024

SUBJECT: Authorization to Distribute Request for Qualifications - Construction Management and Inspection Services for the Community Center & Park Project

SOURCE: Engineering and Project Management

COMMENT: Plans and specifications have been completed for the construction of the City of Porterville Community Center and Park Project to be located on Henderson Avenue just east of Fourth Street. The nature and size of the project will require a full-time construction management team on-site throughout the duration of the project. As such, staff has prepared a Request for Qualifications (RFQ) for these services. Qualified firms interested in providing these services for the project shall submit a statement of qualifications that will be reviewed and rated by a selection panel. The highest ranking firms, typically two to three firms, may be asked to participate in an interview panel and ranked again.

Staff will then present the results of the ranking to City Council for approval and to direct staff to negotiate a fee with the highest ranking firm or the firm determined by Council. The chosen firm will meet with staff to fine tune the scope and deliver a fee. If the fee is acceptable, staff will then seek the Council's approval to execute a Service Agreement.

RECOMMENDATION: That the City Council authorize staff to distribute a Request for Qualifications for Construction Management and Inspection Services for the Community Center & Park Project.

ATTACHMENTS: 1. Draft RFQ

Appropriated/Funded:

Review By:

Department Director:
Javier Sanchez, Engineering & Project Management Director

Final Approver: Patrice Hildreth, City Manager



REQUEST FOR QUALIFICATIONS

Construction Management and Inspection Services: Fourth Street Community Center & Park

CITY PROJECT #: 89-9411-88

**PREPARED BY:
ENGINEERING & PROJECT MANAGEMENT DEPARTMENT
OCTOBER 2024**

I INTRODUCTION AND OBJECTIVES:

The City of Porterville (hereinafter referred to as "CITY") is requesting a statement of qualifications (SOQs) from engineering consultants to provide construction management and inspection services for the construction of the Jaye Street Bridge Widening project. The attached Scope of Services provides detailed tasks required as part of these services.

II EXAMINATION OF PROPOSAL DOCUMENTS:

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

III ADDENDA/CLARIFICATIONS:

Any CITY changes to this RFQ will be made by written addendum through publicpurchase.com. No verbal modification shall be binding. All RFQ questions from CONSULTANTS must be received by the end of the day on Thursday, November 7, 2024.

IV PROPOSAL REQUIREMENTS:

Proposals for this project will be accepted at this office until 4:00 p.m., on Thursday, November 21, 2024. Three (3) copies of the proposal shall be submitted in a sealed envelope, plainly marked "SOQ for Construction Management and Inspection Services: Community Center & Park Project." Cost proposals shall not be submitted until requested by CITY. Proposals shall be addressed to:

Sarah Weaver, Project Manager
Engineering & Project Management Department
City of Porterville
291 N. Main Street
Porterville, CA 93257

CITY reserves the right to reject any and all proposals, which do not meet the requirements of this RFQ and/or any portion of the requirements of this project.

V PRE-CONTRACTUAL EXPENSES:

Pre-contractual expenses are defined as expenses incurred by the CONSULTANT in:

1) preparing and reproducing its proposal in response to this RFQ; 2) submitting its proposal to CITY; 3) negotiating with CITY any matter related to this RFQ and CONSULTANT's proposal; 4) other matters prior to the date of award of a Contract.

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

VI EXCEPTIONS/DEVIATIONS:

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

VII CONSULTANT REPRESENTATIVE:

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

VIII LOCAL AGENCY REPRESENTATIVE:

Sarah Weaver, Project Manager, shall be the Contract Administrator and contact person for all communications with CITY.

IX INSURANCE REQUIREMENTS:

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

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

*All must provide a combined single limit (CSL) of not less than \$2 million per occurrence.

X INDEMNIFICATION:

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

XI SUBCONTRACTING:

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

XII FEDERAL, STATE, AND LOCAL LAWS:

The CONSULTANT shall comply with all federal, state, and local laws, rules, regulations, ordinances, and statutes. Participation of Disadvantaged Business Enterprise/s (DBE/s) is highly encouraged. A DBE goal has not been set for this project but the inclusion of DBE will be reviewed as a component of the rating process.

XIII PROPOSAL FORMAT AND CONTENT:

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

A. Firm Experience:

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

B. Consultant Team:

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

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

C. Proposal Format:

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

XIV PROPOSAL EVALUATION CRITERIA:

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

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

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

XV CONSULTANT SELECTION AND INTERVIEWS:

CITY selection committee, consisting of the Contract Administrator and at least two additional staff members familiar with the project requirements, will review all proposals and rank CONSULTANTS according to their demonstrated competence and professional qualifications as

assessed by their response to this RFQ and the evaluation criteria contained in CITY'S Consultant Selection Rating Form. The top three (3) highest ranked CONSULTANT(s) may be invited for oral interviews with CITY team to determine the top-rated firm. However, in the event one proposal is clearly superior to all other proposals, The City of Porterville reserves the right to eliminate the oral interview process and present their recommendation to the City Council based solely on the proposals. The Engineering & Project Management Director shall make a recommendation to the City Council to award a contract to the top-rated firm.

The City Council, at its sole discretion, may choose to accept staff's recommendation, or may choose to award a contract to another consulting firm, or may choose not to award a contract as this time. The Contract will be a written Service Agreement between the Consultant and the City setting forth the scope of work, responsibilities, deliverables, schedule, ownership of work, insurance requirements, compensation, method of payment, and other points. A sample Service Agreement is included in this RFQ package. Please indicate on the transmittal letter the firm's ability to comply with the Service Agreement provisions, including insurance coverage.

Interviews are tentatively scheduled for the first week in December 2024. Each participating firm will be contacted via telephone for verification of interview date and time. Failure to be available at the time of a scheduled interview shall be considered non-responsive and shall be cause for elimination from any further consideration. CITY reserves the right to begin negotiations and enter into a Contract without interviews or further discussion.

XVI PROTEST PROCEDURES AND DISPUTE RESOLUTION PROCESS:

As required by 49 CFR 18.36(b)(12), the following process and procedures are to be followed in the event a dispute arises concerning this RFQ:

Only a prospective CONSULTANT who is aggrieved in connection with the RFQ or award of the contract may file a protest. All protests to resolve a dispute concerning this RFQ shall be submitted in writing stating the name and address of protestor, a contact person, must specify in detail the grounds of the protest, the facts and evidence in support thereof, and the remedy sought. The written protest must be delivered to CITY within the time limits provided below. In the absence of a timely and properly submitted written protest, no party responding to this RFQ shall be eligible for any remedy. No protest may be filed if the RFQ is cancelled or if all SOQs received in response to the RFQ are rejected.

Any applicant desiring to protest a determination concerning this RFQ or the recommendation of CITY staff, must file a protest, in writing, no later than twenty-four (24) hours prior to the meeting of the City Council at which the staff recommendation will be considered. The CITY's Public Works Director shall have authority to settle and resolve a protest based upon the written protest and any oral and written response thereto provided by CITY staff. Any resolution of the protest shall be deemed final.

Appeals:

- A. An appeal of a denial of award can only be brought on the following grounds:
 - 1. Failure of CITY to follow the selection procedures and adhere to the requirements specified in the RFQ or any addenda or amendments;
 - 2. There has been a violation of conflict of interest as provided by California Government Code Section 87100 et seq; and/or
 - 3. A violation of State or Federal law.
- B. Appeals will not be accepted for any reasons other than those stated above. Appeals must be sent to:

City of Porterville
ATTN: Engineering & Project Management Director
Engineering & Project Management Department
291 N. Main Street
Porterville, CA 93257
- C. Accepted appeals will be processed and reviewed by the Engineering & Project Management Director within five (5) business days of receipt of written appeal;
- D. The Engineering & Project Management Director will consider only those specific issues addressed in the written appeal; and
- E. If the determination is a denial of the appeal, CONSULTANT has the right to file a protest with the Federal Highway Administration per 49 CFR 18.36(b)(12).

XVII COST PROPOSAL:

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

XVIII CONTRACTS/AGREEMENTS:

The successful CONSULTANT shall enter into upcoming Contracts with CITY that are based on the contents of this RFQ, the CONSULTANT's SOQ and cost proposal, and CITY Contract. Where two or more CONSULTANTS desire to submit a SOQ (joint venture), only one CONSULTANT shall be listed as prime CONSULTANT. All others shall be listed as subconsultants. The chosen CONSULTANT is expected to be presented at the City Council meeting scheduled for Tuesday, December 17, 2024. Issuance of this RFQ and receipt of SOQs does not commit CITY to award a Contract. CITY reserves the right to postpone award of a Contract for its own convenience,

accept or reject any or all SOQs received in response to this RFQ, and cancel any or all portions of this RFQ and resulting Contract.

XIX COMPENSATION:

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

XX OWNERSHIP OF REPORTS AND DOCUMENTS:

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

CONSTRUCTION MANAGEMENT AND INSPECTION SCOPE OF SERVICES

PROJECT DESCRIPTION:

This project consists of the construction of a fully-sprinklered 16,514 square foot community center with a gym, a racquetball court, teen activity and study rooms, and staff offices. The project also includes the development of the 6.1 acre site for parking and as a park that includes a splash pad, challenge course, pump track, climbing boulder, mini pitch area, and connections to the newly refurbished Santa Fe Byway. The proposed project is located just east of the intersection of Henderson Avenue and Fourth Street in Porterville.

ITEMS OF WORK:

The intent of this scope of services is to set forth the requirements and responsibilities of the CONSULTANT for construction management, inspection, materials testing, construction surveying, environmental mitigation and monitoring, and related construction engineering activities for the recommendation of acceptance of improvements of the proposed construction project to assure consistent and satisfactory quality of such improvements in accordance with the approved construction documents. The work product shall meet the minimum requirements identified in this scope of services.

The CONSULTANT will provide a Construction Manager (CM), Structures Representative, necessary support staff, equipment, and materials to perform construction administration oversight and inspection services during the construction of the Construction Project. All CONSULTANT staff shall work under the supervision of the CM. These services will encompass serving as the CITY'S Resident Engineer (RE) to the Construction Contractor and the public with regard to activities at the construction site, interpretation of the requirements of the Construction Contract Documents, assessing the acceptability of the Contractor's work, and materials testing. All persons in responsible charge of construction management, inspection, materials testing, and construction surveying must be registered in their respective discipline in the State of California.

The CM's services will include review and analysis of construction documentation, documentation of pre-construction site conditions, interpretation of and Contractor's conformance to the project plans, specifications, contract documents, and regulatory permits. The CM will assess the acceptability of the Contractor's work by visual observation, photo and video documentation and all applicable soil and materials testing. When necessary, the CM shall issue Notices of Non-Compliance and/or take other action to ensure correction of deficiencies. If safety violations are observed, the CM shall take appropriate action to ensure correction. The CM shall also manage requests for clarification, coordinate work with the Design Engineer, as required, and manage the project changes, evaluate Contractor's claims, and prepare progress pay estimates. The CM will be expected to coordinate with the City of Porterville Building Division to schedule required building inspections throughout the process.

All construction management, inspection, materials testing, construction surveying, environmental mitigation and monitoring, and related construction engineering activities shall be completed as described in the Construction Management Plan (CMP) Manual prepared by the CONSULTANT specifically for this project and approved by the CITY. In addition to the approved CMP Manual, the CONSULTANT shall perform its activities in accordance with, but not limited to, the following documents:

- a) Signed Project Plans and Specifications
- b) Regulatory Agency Permits
- c) Caltrans Construction Manual
- d) Caltrans Local Agency Procedures Manual
- e) Caltrans Standard Specifications
- f) Caltrans Surveys Manual
- g) Caltrans Test Methods
- h) Public Works Inspectors Manual
- i) Standard Specifications for Public Works Construction
- j) California Manual on Uniform Traffic Control Devices

Time charged by each individual to the contract executed, shall be documented on CITY approved time sheets. Billing shall be on a four week interval as designated by the CITY and shall be of sufficient detail to accurately describe the contract work being performed by each individual.

Time required by the CONSULTANT to reach the designated construction office will not be considered part of the services for which payment will be made. There shall be no reimbursable expenses on this project unless approved in writing, in advance, by the CITY.

CONSTRUCTION STAFFING:

Additional staff and subconsultants are to be brought in on an as-needed basis. The CITY maintains the right to request additional staff if, in its opinion, there is inadequate coverage during any phase of the project. In the event there is a need to substitute key personnel by the CONSULTANT for construction management or inspection responsibility, the CONSULTANT shall only substitute personnel after submitting resumes and obtaining specific written approval by the CITY for the replacement staff in these key positions.

The CITY shall have the authority to reject the Construction Manager and Structure Representative, field inspection personnel, or testing technicians in the event of unsatisfactory performance by said personnel in the opinion of the CITY. The CONSULTANT shall provide qualified replacement staff acceptable to the CITY.

CONSTRUCTION MANAGEMENT TASKS:

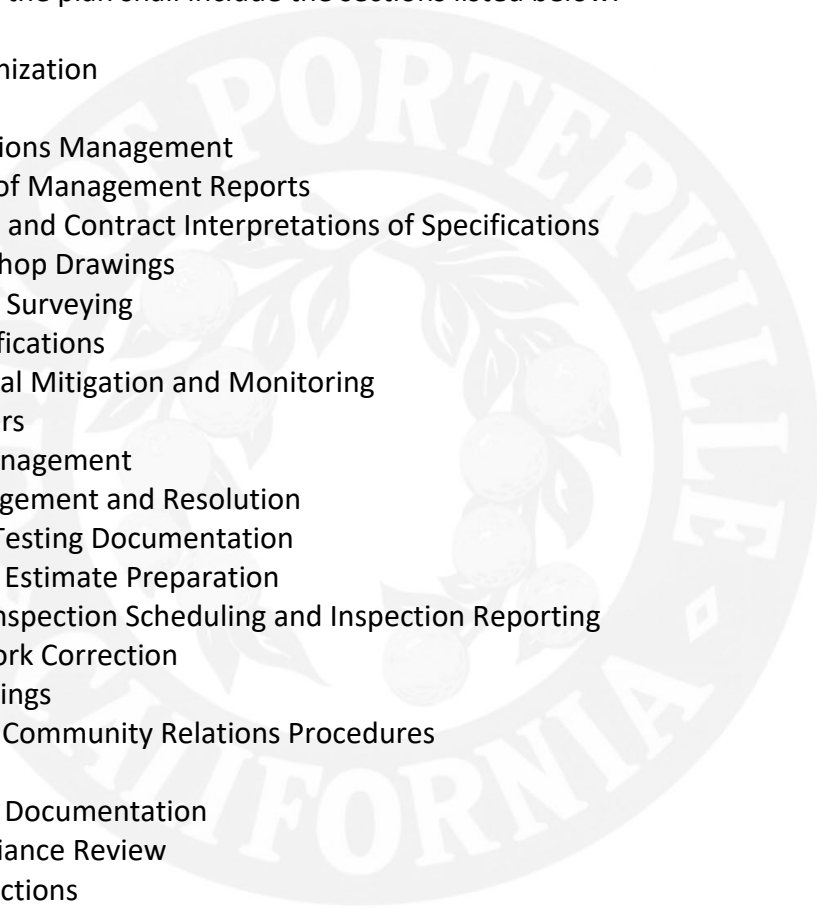
Construction management, inspection and coordination with City inspection staff, materials testing, construction surveying, environmental mitigation and monitoring, and related

construction engineering activities will occur throughout three separate phases and shall consist of the following tasks:

PHASE I PRE-CONSTRUCTION

Task 1 Construction Management Plan

The CONSULTANT shall prepare a Construction Management Plan for the project for CITY approval. The plan shall indicate the standards and level of effort that the CONSULTANT's staff will adhere to during all phases of this work and describe deliverables to be received by the CITY. At a minimum, the plan shall include the sections listed below:

- 
- a) Project Organization
 - b) Meetings
 - c) Communications Management
 - d) Preparation of Management Reports
 - e) Clarifications and Contract Interpretations of Specifications
 - f) Submittals/Shop Drawings
 - g) Construction Surveying
 - h) Design Modifications
 - i) Environmental Mitigation and Monitoring
 - j) Change Orders
 - k) Schedule Management
 - l) Claims Management and Resolution
 - m) Testing and Testing Documentation
 - n) Progress Pay Estimate Preparation
 - o) Inspection, Inspection Scheduling and Inspection Reporting
 - p) Defective Work Correction
 - q) Record Drawings
 - r) Complaint & Community Relations Procedures
 - s) Safety
 - t) Photo/Video Documentation
 - u) Labor Compliance Review
 - v) Special Inspections
 - w) Other Tasks

The plan shall describe the level of effort anticipated to be maintained by the CM and inspectors for the various activities during the construction period and project closeout. The plan shall describe all deliverables and timing for periodic reports.

Deliverables:

- Three copies of final Construction Management Plan due two weeks prior to the pre-construction conference

Task 2 Construction Contract Document Review

CM shall perform a quality assurance review of the signed PS&E package, provide written comments in the form of a summary memorandum, and “redline” markups of the plans and specifications, as necessary. This review will be completed within two weeks of the Notice to Proceed to the CONSULTANT.

CM shall review final contract plans, specifications, permits, agreements, easements, environmental documents, Resident Engineer files consisting of Design Engineer memos to Resident Engineer, and technical reports and studies.

CM shall prepare a project schedule, which includes all preconstruction and construction utility relocations, and notification timelines noted on all permits, agreements, and contract documents. Upon receipt of Contractor’s schedule, the RE’s schedule will be updated.

Deliverables:

- Quality Assurance review memorandum and markups
- Schedule(s)

Task 3 Documentation of Pre-Construction Conditions

CONSULTANT shall document pre-construction site conditions using photographs, written notes, and video. Special or sensitive areas shall be noted and extra documentation may be required for these special or sensitive areas. Each photo shall be labeled with date, location, detailed description, and photographer’s name. Copies of all documentation, including photographs, notes, and video, shall be submitted to CITY’s Contract Administrator and become the property of the CITY.

Deliverables:

- Copies of all documentation, including photographs, notes, and video

Task 4 Environmental Mitigation

CONSULTANT shall provide qualified staff to perform necessary pre-construction reports, surveys, and notifications in order to ensure compliance with the environmental mitigation requirements of each regulatory agency permit. Project construction will not be allowed to begin until all reports, surveys, and notifications are completed and approved, and as such, time is of the essence. Environmental mitigation tasks include, but are not limited to, the following:

- a) San Joaquin Valley Air Pollution Control District – Air Quality Compliance

- Verify that Contractor provides:
 - i. Demolition notification per Regulation IV, Rule 4002
 - ii. Complete SJVAPCD Demolition Permit release form
 - iii. Certified Asbestos Consultant (CAC) must test and monitor construction materials prior to construction
- Coordinate with Contractor to verify that proposed construction equipment meets “Clean Fleet” (Tier 2 or better) classification prior to being used for construction in order to comply with Indirect Source Review (ISR), Rule 9510

PHASE II CONSTRUCTION

Task 5 Administration

The CONSULTANT is to provide construction administration of the project to facilitate the ongoing construction efforts and maintain compliance with Federal, State, and Local regulations. At a minimum, the CONSULTANT shall:

- a) Comply with Federal and State regulations for occupational safety and health standards for all construction activities. Conduct and document project safety meetings in accordance with the project requirements.
- b) Provide administrative, management and related services as required to coordinate the work of the Contractor, to complete the project in accordance to contract documents, Federal and State regulations, and within the CITY’s objectives for cost, time and quality. Provide weekly status reports to CITY. Weekly status reports shall include summaries of work that is currently being performed, behind schedule, unresolved deficiencies and defective work, outstanding change orders and status of any claims.
- c) Coordinate with the CITY and all other involved agencies to obtain and comply with all required permits.
- d) Recommend necessary or desirable changes in the Contractor’s scope of work to the CITY, review and evaluate Contractor’s request for changes, assist in negotiating Contractor’s proposals, submit recommendations to the CITY supported by field data, and if they are accepted, prepare change orders for signature and the CITY’s authorization.
- e) Maintain strict cost accounting records on authorized work performed under unit costs, additional work performed on the basis of actual costs of labor and materials, or other work requiring accounting records.
- f) Develop and implement procedures for the review and processing of applications by Contractor for progress and final payments. Make written recommendations to the CITY for Contractor payments.

- g) Consult with the Design Engineer and the CITY if the Contractor requests interpretations of the meaning and intent of the drawings and specifications, and assist in the resolution of questions, which may arise.
- h) Provide a staffing schedule each month for the following month. This schedule is subject to the CITY's approval.
- i) Manage any utility work to be performed by utility agencies (work not part of Contractor's responsibilities).

Deliverables:

- Weekly Status Reports
- Required permit compliance
- Cost Control Program
- Cost Accounting Records
- Progress Payment Recommendations
- Draft and Final Change Orders
- Staffing Schedules
- Other reports as required

Task 6 Documentation and Record Keeping

The CM shall maintain all documents to provide a detailed account of the construction effort, progress, and contractual obligations. The CM shall provide, at a minimum, the services below:

- a) Verify that all required certificate of bonds and insurance have been received from the Contractor and forwarded to the CITY for approval.
- b) Maintain at the project site, on a current basis and in good order: a record copy of all contracts, drawings, specifications, addenda, change orders and other modifications; shop drawings, product data, samples, submittals, purchases, materials, equipment, applicable handbooks, maintenance and operating manuals and instructions; and other related documents and revisions which are relevant to the contract work. Construction documentation shall be catalogued in accordance with the filing system defined in the Caltrans Construction Manual. An electronic file system shall also be maintained and made available to designated personnel to facilitate on-going coordination and review.
- c) During the course of construction, maintain one set of plans with markings and dimensions in red ink to denote field changes or other corrections.
- d) A detailed photographic history of all phases of the project will be maintained on a daily basis. Each photograph will be labeled as to location, direction of view, date, time, and

items of interest. The photographs will be maintained in an album and the photographs will be indexed for ease of retrieval.

Photos will also be taken of the following:

- Barricade placement
- Disputed work item
- Work that has to be duplicated, replaced or removed
- Completed work
- Extra work

Deliverables:

- Documents required by this section

Task 7 Meetings

Anticipated meetings include project review meeting with the CITY and Design Engineer, a pre-construction meeting with the Contractor, CITY, Design Engineer, regulatory agencies, and utility companies. Periodic meetings shall include daily discussions between the CM or designated representative and the Contractor; weekly meetings between the CM and CITY; and meetings scheduled as needed with regulatory agencies, other groups, or agencies. CM shall take minutes of the meetings and distribute them to attendees within one day of the meeting. Meetings shall be held at the construction office of the RE or at a mutually agreeable location determined during the pre-construction meeting.

Deliverables:

- Project Review Meeting with CITY and Design Engineer
- Pre-construction meeting with CITY and all applicable parties related to the project
- Weekly meetings with CITY and all applicable parties related to the project
- Any meetings necessary to immediately resolve project issues related to scope, cost, or schedule
- Meeting minutes

Task 8 Environmental Monitoring

CONSULTANT shall provide qualified staff to perform environmental monitoring in order to maintain compliance with the requirements of each regulatory agency. All final reporting must be completed within four weeks of project completion. Environmental monitoring tasks include, but are not limited to, the following:

- a) State Water Resources Control Board – NPDES Permit
 - Maintain a Qualified Storm Water Pollution Prevention Plan (SWPPP) Developer (QSD) in responsible charge of this permit

- QSD shall coordinate with Contractor's Qualified SWPPP Practitioner (QSP) to ensure that SWPPP inspections, reporting, and monitoring are implemented at the site per the requirements of Construction General Permit Order 2009-0009-DWQ, as amended by 2010-0014-DWQ and 2012-0006-DWQ
 - QSD shall prepare annual reports throughout duration of the project
 - *A maximum of three annual reports are expected*
 - QSD shall prepare the Notice of Termination (NOT) upon final stabilization of the project area on behalf of the CITY for the CITY's review and certification in the SWRCB's "SMARTS" system
- b) San Joaquin Valley Air Pollution Control District – Air Quality Compliance
- Monitor Contractor's compliance with Fugitive Dust Control per Regulation VIII
 - Coordinate with Contractor's Certified Asbestos Consultant (CAC) to test and monitor construction materials after construction
 - CM shall document the reporting of the Contractor's "Clean Fleet" construction equipment requirement (Tier 2 or better) throughout the duration of construction, as required to comply with Indirect Source Review (ISR), Rule 9510

If cultural materials are discovered during construction, all earth-moving activity within and around the immediate discovery area will be diverted until a qualified archaeologist can assess the nature and significance of the find.

Deliverables:

- Copies of all reporting required by this section

Task 9 Schedule Review

The CM shall review the Contractor's construction schedule, request updates on a weekly basis and track delays or accelerations based on actual Contractor operations as defined in the CMP. Work with the Contractor to maintain the project schedule to show current conditions and suggest revisions that may be required. Coordinate with the Contractor to provide a look-ahead schedule for the following month.

Deliverable:

- Weekly Schedule Review Documentation

Task 10 Cost Control and Monthly Progress Payments

The CM shall implement necessary procedures for an effective system of cost control to track progress payments, contract change orders, claims, and extra work requests. The CM shall review quantities and estimates for submittal of monthly progress payments by the 25th of the month, and recommend approval to the CITY. CM shall maintain cost accounting records (progress payments, CCO status, etc.) in accordance with Caltrans and CITY procedures. The calculations of quantities and documentation shall be in a form approved by the CITY.

Deliverable:

- Cost Control Tracking Documentation

Task 11 Contract Modifications and Extra Work, Contract Change Orders, Claims

The CM shall perform the evaluation and administration of all contract modifications, requests for information, change orders, and claims. The CM shall review all requests for merit, perform an independent estimate, and make recommendations to the CITY for consideration. The procedures listed in Section 5-1.43 "Potential Claims and Dispute Resolution" of the Standard Specifications must be followed. The CITY shall be the approving party for all contract modifications, extra work, and contract change orders. If approved, the CM will complete all required documentation to process the change. If the CM receives a Notice of Claim from the Contractor, the CM shall immediately notify the CITY and work toward a timely resolution of the claim with the Contractor. Status of any outstanding claims will be included with the CM's weekly report to the CITY. The CONSULTANT shall support the CITY in any post-completion dispute with the Contractor, rendering reasonable assistance and providing access to its records, but is not intended to retain independent experts.

Deliverables:

- Contract Modification & Extra Work Documentation
- Draft CCO's with Recommendation Memorandum
- Final CCO's

Task 12 Submittals and Clarifications

The CM shall issue necessary clarifications and interpretations of the Contract Project Documents in response to Requests for Information (RFIs) by the Contractor in a manner as described in the CMP. The CM shall also accept and process submittals, including but not limited to shop drawings, product data, and product samples. The CM shall draft a list of required submittals in accordance with the Project Specifications for the CITY and/or Design Engineer to review. The list shall be submitted to the CITY no later than four weeks after the Notice to Proceed. The CM shall review those submittals that are appropriate. Submittals requiring review by the CITY and/or Design Engineer shall be logged and transmitted for formal review. Updated submittal logs shall be made available to the CITY upon request. The CM shall be responsible for tracking submittals to assure the submittals are reviewed and returned to the Contractor in a timely manner. The CM shall also perform design checks on all falsework, prestressing, and shoring submittals as outlined in relevant Caltrans manuals.

Deliverables:

- Submittal and RFI logs
- Documentation for clarification and interpretation of the Project Plans and Specifications

Task 13 Field Inspection and Quality Assurance

The CM shall review the work of the Contractor, trade and specialty contractors on the project as it is being performed, until completion and acceptance by the CITY, to assure that the work performed and materials furnished are in accordance with the Contract Documents.

The CONSULTANT shall provide experienced and qualified inspectors (who are acceptable to the CITY) to adequately inspect all Contractor's construction work. The CM or inspectors shall provide field inspection of Contractor's construction work on a daily basis. The CM or inspectors will review all construction prior to burial, and provide for observation of all tests required to be performed by the Contractor or referenced in the Contract Documents. The CM and field inspectors shall monitor the Contractor's performance from the perspective of quality, cost, and schedule, and shall enforce the requirements of applicable Specifications. Daily Inspection Reports and diaries of Contractor's construction activities shall be completed daily and be available to the RE at any time. The CM or designated representative shall compare notes with the Contractor's representative at the end of each day to confirm work that was accomplished, describing the limits of work and quantities placed for that day.

The CM shall prepare and submit written weekly reports to the CITY describing updates of project process, percent of work completed, percent of funds expended, listing of change orders, and community relations issues. All outstanding deficiencies and claims shall also be noted in the weekly reports until resolved or settled. The CM shall document any defective work until it is repaired to the CM's satisfaction and in accordance with the Contract Documents' applicable specification. Copies of the daily reports from the previous week will be included with the weekly written report.

Daily inspection reports and diaries of Contractor's construction activities shall be completed daily by each inspector and available to the CITY on the next day. The CM will document special situations by photograph or video. CM shall document any defective work until it is repaired to the CM'S and CITY's satisfaction and quality of work is in accordance with the Contract Documents.

Daily inspection reports shall include, at a minimum, the following information: date of notes, time of activities, list of Contractor's personnel and equipment, weather conditions, discussions with Contractor and any other agencies present, problems and issues dealt with, approved changes, and any other information necessary to create a satisfactory record of the day's activities at the project site in accordance with standard inspection practice.

The CM shall maintain a log of complaints as they are received for the purpose of tracking the effects and impact the project causes on the public. The CITY must be noticed of the complaints the same day they are received.

Deliverables:

- Daily Inspection Reports

- Weekly Reports
- Monthly Complaint Log

Task 14 Testing

CONSULTANT shall coordinate and monitor all field and laboratory testing of soils, backfill, structural backfill, aggregate base, asphalt, concrete, and other testing required by law, or the Contract Specifications. Caltrans certified technicians shall complete all testing work and all laboratory facilities shall be Caltrans certified to perform the respective tests and be approved by the CITY. The CM will review results of tests, forward copies to the CITY as a part of the weekly reports and work with the Contractor to resolve deficiencies or defective work. All test procedures will be in accordance with the Contract Documents and applicable Specifications.

Deliverables:

- Copies of all testing results

Task 15 Construction Surveying and Survey Quality Assurance

CONSULTANT shall provide construction surveying and keep accurate and up-to-date field books and cut sheets. The CONSULTANT shall also implement a survey quality assurance program, to follow the guidelines of the Caltrans Surveys Manual, as described in the approved CMP. At a minimum, the program shall include policies and procedures for the following:

- a) Project station line and control utilizing existing monumentation
- b) Construction staking
- c) Check abutment layouts and elevations
- d) Check foundation layouts and elevations
- e) Check soffit forms
- f) Check deck forms
- g) Check drainage layout
- h) Check subgrade
- i) Check AB Grade
- j) Check final road grades
- k) Establishment and/or replacement of monuments, as necessary
- l) As-built survey

Deliverables:

- Copies of field books and cut sheets
- As-built survey

Task 16 Other Tasks

As part of the construction administration and inspection activities, the CONSULTANT shall include the tasks listed below as part of the overall project activities:

- a) Inspect traffic control and erosion control measures as often as necessary to assure activities meet the approved plans and submittals.
- b) Assist the CITY in community relations outreach efforts by providing information on areas to be under construction to CITY for publication in newspapers and radio and tracking and resolving community complaints.
- c) Inspect landscaping and other improvements within the right of way and public easements for damage.
- d) Any damage identified shall be documented and tracked until the Contractor repairs the damage to pre-project conditions or to plans and specifications.
- e) Perform labor compliance tasks, including verifying weekly-certified payrolls, DBE utilization (including monthly trucking verification), subcontractor utilization, and labor interviews. CM inspectors will conduct labor compliance interviews and monitor DBE and subcontractor utilization in accordance with the Caltrans Construction Manual. Payroll records will be checked against inspector daily reports to ensure Contractor's compliance with labor laws. CONSULTANT will comply with prevailing wage labor laws for all applicable worker classifications and track its subconsultant DBE utilization. CITY will perform a final review of all items listed in order to ensure that each invoice submittal is complete and payment can be released to the Contractor or CONSULTANT.
- f) Notify the CITY of any errors or omissions that are found on the plans or specifications during construction within one working day after such errors are discovered.
- g) Perform routine evaluations of project-related off-road and heavy-duty on-road equipment usage to ensure appropriate emission levels are maintained.
- h) CM shall monitor Contractor's coordination with various utility companies.
- i) CM shall take appropriate action to ensure correction of observed safety violations under Federal and State regulations for occupational safety and health standards.

Deliverable:

- Documentation of activities per CMP

PHASE III POST-CONSTRUCTION

Task 17 Final Completion and Acceptance

After the project is substantially complete, the CM will schedule a walk through with the CITY and shall coordinate preparation of a "punch list" of incomplete or unsatisfactory items, recommending the timeframes within which the Contractor shall complete said items of work. Once all work is complete, the CM will deliver a statement to the CITY indicating that to the best of the CM'S knowledge and belief, after diligent investigation including satisfaction of its

other obligations under the agreement, that the project has been completed in accordance with the Project Construction Contract Documents and CM recommends acceptance. A Proposed Final Estimate signed by the CM and the Contractor shall accompany the recommendation for acceptance.

Deliverables:

- Notice of Substantial Completion
- Punch Lists
- Proposed Final Pay Estimate

Task 18 Project Closeout

The CONSULTANT shall verify that all inspections are complied with and completed and that regulatory agency permits are closed out and final approval is obtained.

The CONSULTANT will submit to the CITY the following closeout items:

- a) All records, maps, and plans maintained by the CONSULTANT during construction.
- b) All approved shop drawings, submittals, and manufacturer's literature maintained by the CM during the construction project.
- c) One complete set of annotated project progress photographs, bound chronologically, and video taken before and during construction.
- d) One set of record drawings of field changes, marked neatly in red. This plan set shall be completed on Mylar film sheets.
- e) The original set of all inspection reports, summaries, testing documents, meeting minutes, clarifications, schedules, correspondence, and other documents related to the construction work as it was being installed.
- f) A set of "redline" Record Drawings documenting any changes and/or substitutions that have been reviewed for accuracy and completeness by the CM and a recommendation for the CITY to accept the Record Drawings.

Deliverables:

- All records, maps and plans maintained during construction
- All shop drawings, submittals, and manufacturer's literature maintained during construction
- Annotated project progress photographs and video taken of construction project
- Record drawings of field changes
- Original inspection reports, summaries, testing documents, meeting minutes, clarifications, schedules, correspondences and other documents of construction
- "Redline" record drawings

LOCAL AGENCY RESPONSIBILITIES

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

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

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

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

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



CITY COUNCIL AGENDA – OCTOBER 15, 2024

SUBJECT: Authorization to Execute Funding Agreement Amendment No. 1 - Akin/Central Water Consolidation Project

SOURCE: Public Works

COMMENT: The City of Porterville provides public water services both to the residents of the City, as well as community residents outside City limits. As a result of local drought impacts, the State Water Resources Control Board (State Water Board) encouraged the consolidation of both the Akin Water Company and Central Mutual Water Company water systems with the City, to provide a safe and reliable water supply. Contingent of consolidation, the City coordinated to apply for funding for the planning, design and construction of improvements to the water supply facilities of the City necessary to meet water quality requirements and system demands. The project included a new City-owned production well, distribution mains to provide water service to each customer served by Akin Water Company and Central Water Company, water meters, and fire hydrants.

At its meeting on June 1, 2021, the City Council previously approved the execution of a funding agreement from the State Water Board for the project. After the completion of the construction work connecting all customers served by the Akin Water Company and Central Water Company as well as the first phase of the construction of a new well (the drilling phase), it was determined that additional funding would be required to complete the final phase of the well (the equipping phase). The State Water Board has approved the additional funding needed and the City has received Amendment No. 1 to the original agreement authorizing the additional funds. It is staff's recommendation that the City Council receive the grant funds by the proposed funding agreement amendment from the State Water Board in order to complete the second phase of the well (the equipping phase). A Resolution authorizing the amendment to the funding agreement and identifying the City's authorized representative by title is required and included for approval.

RECOMMENDATION: That the City Council:

1. Approve Amendment No. 1 to the funding agreement with the State Water Resources Control Board;
2. Adopt the draft Resolution identifying the Mayor and/or the Public Works Director as the City's authorized representatives concerning said Funding Agreement No. 1 with the California State Water Resources Control Board; and
2. Authorize the Public Works Director to execute Amendment

No. 1 to the funding agreement.

ATTACHMENTS:

1. Draft Resolution
2. Amendment No. 1

Appropriated/Funded:

Review By:

Department Director:
Michael Knight, Assistant City Manager

Final Approver: Patrice Hildreth, City Manager

RESOLUTION NO. ____ - 2024

A RESOLUTION OF THE COUNCIL OF THE CITY OF PORTERVILLE AUTHORIZING THE PORTERVILLE CITY MAYOR OR DESIGNEE TO RECEIVE FINANCING FROM THE CALIFORNIA STATE WATER RESOURCES CONTROL BOARD FOR THE PLANNING, DESIGN AND CONSTRUCTION OF THE AKIN/CENTRAL WATER CONSOLIDATION PROJECT

WHEREAS, the City of Porterville provides public water services to the City of Porterville (City); and

WHEREAS, the State Water Resources Control Board (State Water Board) encouraged the Akin Water Company, Central Mutual Water Company to consolidate water systems with the City; and

WHEREAS, the City entered into an agreement to provide potable water service to the Central Mutual Water Company on July 7, 2020, as authorized by the City's Resolution No. 32-2020 adopted by the City Council on April 21, 2020; and

WHEREAS, the City entered into an agreement to provide potable water service to the Akin Water Company on November 20, 2020, as authorized by the City's Resolution No. 26-2014, adopted by the City Council on May 6, 2014; and

WHEREAS, the City desires to seek funding for the planning, design and construction of improvements to the water supply facilities of the City necessary to meet water quality requirements and demands; and

WHEREAS, the proposed improvements include a new City-owned production well, distribution mains to provide water service to each customer served by Akin Water Company and Central Water Company, water meters, and fire hydrants; and

WHEREAS, the City has received Amendment No. 1 to funding agreement No. SWRCB0000000000D2002017 from the State Water Board, requiring a resolution authorizing the funding agreement and identifying the City's authorized representative by title.

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

SECTION 1: The City Mayor (the "Authorized Representative") or the Public Works Director (the designee) are hereby authorized and directed to sign and file, for and on behalf of the City, the financing agreement from the State Water Resources Control Board for the planning, design, and construction of the Akin/Central Water Consolidation Project (the "Project").

SECTION 2: This Authorized Representative, or his/her designee, is designated to provide the assurances, certifications, and commitments required for the financial

assistance application, including executing a financial assistance agreement from the State Water Resources Control Board and any amendments or changes thereto.

SECTION 3: The Authorized Representative, or his/her designee, is designated to represent the City in carrying out the Entity's responsibilities under the financing agreement, including certifying disbursement requests on behalf of the Entity and compliance with applicable state and federal laws.

PASSED, APPROVED AND ADOPTED this 15th of October, 2024.

Martha A. Flores, Mayor

ATTEST:
Patrice Hildreth, City Clerk

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



GAVIN NEWSOM
GOVERNOR



YANA GARCIA
SECRETARY FOR
ENVIRONMENTAL PROTECTION

State Water Resources Control Board

October 4, 2024

City of Porterville
Michael Knight, Public Works Director
291 N. Main Street
Porterville, CA 93257

Agreement Number: SWRCB0000000000D2002017
Project Number: 5410010-018C

Please review, and if appropriate, electronically sign the signature page of the amended Agreement via Adobe Sign no later than thirty (30) calendar days from the date of this letter. Once electronically signed, the Agreement will be routed automatically to the next signer. You will automatically receive a copy of the fully executed Agreement via Adobe Sign once the final signer has signed. This Agreement cannot be considered binding by either party until executed by the State Water Resources Control Board (State Water Board).

For the amended Funding Agreement to be executed by the State Water Board, the signature page **must be signed and returned electronically.**

Please note that all projects receiving funding must comply with all applicable implementing guidelines and regulations adopted by the California Department of Industrial Relations (DIR), regarding state prevailing wage requirements. You must contact DIR for guidance on how to comply. Information can be found at:
<http://www.dir.ca.gov/lcp.asp>.

Additional Compliance Requirements:

Davis Bacon Compliance:

https://www.waterboards.ca.gov/water_issues/programs/grants_loans/srf/davisbacon.shtml

Disadvantaged Business Enterprise (DBE)

https://www.waterboards.ca.gov/water_issues/programs/grants_loans/srf/docs/policy0513/dbe_compliance_guidelines_instructions.pdf

We strive to provide superior service to our recipients and would appreciate your feedback on the application process. Please assist us in completing a 5-minute Customer Satisfaction Survey at <https://www.surveymonkey.com/s/DWSRFSatisfaction> so we can continue to improve on our service and process. Your comments are valuable to the success of the DWSRF Program. Thank you for your time and we look forward to continuing to work with you.

Single Audit requirement language:

Your Agreement may be funded with Federal Capitalization Grants DW Catalog of Federal Domestic Assistance No. 66.468. If your financing agreement is funded with a Federal Capitalization Grant, you must comply with the rules and regulations in Subpart F of Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*. These requirements include the submission of a single or program audit if you expend \$750,000 or more of Federal funds during your fiscal year. The receipt of Federal funds may be directly from the Federal government or via a pass-through entity such as the State Water Resources Control Board. In addition to other reporting requirements, ***your Single Audit Report must be submitted to the State Controller's Office and to the State Water Resources Control Board, Division of Financial Assistance within nine months after the end of your fiscal year.***

Bryce Smith may be contacted at (916) 341-5639 or bryce.smith@waterboards.ca.gov.

E. JOAQUIN ESQUIVEL, CHAIR | ERIC OPPENHEIMER, EXECUTIVE DIRECTOR



DRINKING WATER CONSTRUCTION LOAN

AMENDMENT NO. 1

AGREEMENT NO. SWRCB0000000000D2002017

by and between

CITY OF PORTERVILLE ("Recipient")

and

CALIFORNIA STATE WATER RESOURCES CONTROL BOARD ("State Water Board")



for the purpose of the

AKIN/CENTRAL WATER CONSOLIDATION PROJECT
5410010-018C AND 5400655-001C ("Project")

- Section 116760 et seq. of the Health and Safety Code and Resolution Nos. 2019-0065 and 2020-0022.

PROJECT FUNDING AMOUNT: ~~\$4,787,664~~ **\$6,474,632**
PRINCIPAL FORGIVENESS COMPONENT: ~~\$4,787,664~~ **\$6,474,632**

ESTIMATED REASONABLE PROJECT COST: ~~\$4,787,664~~ **\$6,474,632**
ELIGIBLE WORK START DATE: JULY 1, 2016
ELIGIBLE CONSTRUCTION START DATE: SEPTEMBER 22, 2020
CONSTRUCTION COMPLETION DATE: ~~OCTOBER 1, 2023~~ **OCTOBER 1, 2026**
FINAL REIMBURSEMENT REQUEST DATE: ~~APRIL 1, 2024~~ **APRIL 1, 2027**
RECORDS RETENTION END DATE: ~~OCTOBER 1, 2059~~ **OCTOBER 1, 2062**

This Agreement executed by the State Water Board on July 15, 2021, is hereby amended and restated to revise the cover page, the body of the Agreement, and Exhibits A, B, and D (deletions shown as stricken and revisions bold and underlined). Except as noted herein all other terms and conditions shall remain the same. Please note, page numbers may have changed.

1. The State Water Board and the Recipient mutually promise, covenant, and agree to the terms, provisions, and conditions of this Agreement, including the following Exhibits, which are attached hereto or are incorporated by reference:
 - Exhibit A – Scope of Work and Schedule
 - Exhibit B – Specific Funding Provisions
 - Exhibit C – GENERAL TERMS AND CONDITIONS 2019-NOV
 - Exhibit D – Special Conditions
2. The following documents are also incorporated by reference:
 - the Drinking Water System Permit No. 03-12-06P-004;
 - the Davis-Bacon requirements found at:
https://www.waterboards.ca.gov/water_issues/programs/grants_loans/srf/docs/davisbacon/20_dwsrf_governmental_entities.pdf
3. Party Contacts during the term of this Agreement are:

State Water Board		City of Porterville	
Section:	Division of Financial Assistance		
Name:	Pete Stamas, Project Manager	Name:	Monte Reyes <u>Martha Flores</u> , Mayor
Address:	1001 I Street, 16th Floor	Address:	291 North Main Street
City, State, Zip:	Sacramento, CA 95814	City, State, Zip:	Porterville, CA 93257
Phone:	(916) 552-9983	Phone:	(559) 782-7499
Email:	Pete.Stamas@waterboards.ca.gov	Email:	montereyes@portervilleca.gov marthaflores@portervilleca.gov

Each party may change its contact upon written notice to the other party. While Party Contacts are contacts for day-to-day communications regarding Project work, the Recipient must provide official communications and notices to the Division's Deputy Director.

4. Conditions precedent to this Agreement are set forth as follows:
 - (a) The Recipient must deliver an opinion of general counsel satisfactory to the State Water Board's counsel dated on or after the date that the Recipient signs this Agreement.
 - (b) The Recipient must deliver to the Division a resolution authorizing this Agreement and identifying its authorized representative by title.
 - (c) The Recipient must deliver to the Division a resolution certifying that its decision-making body reviewed and considered the Mitigated Negative Declaration filed by the State Water Board for the Akin Water Company Water Supply Project together with the Mitigation Monitoring and Reporting Program and reached its own conclusions on whether and how to approve the Project, pursuant to Section 15050 (b) of the CEQA Guidelines.
5. The Recipient represents, warrants, and commits to the following as of the Eligible Work Start Date and continuing thereafter for the term of this Agreement, which shall be at least until the Records Retention End Date:
 - (a) The Recipient agrees to comply with all terms, provisions, conditions, and commitments of this Agreement, including all incorporated documents.

- (b) The execution and delivery of this Agreement, including all incorporated documents, has been duly authorized by the Recipient. Upon execution by both parties, this Agreement constitutes a valid and binding obligation of the Recipient, enforceable in accordance with its terms, except as such enforcement may be limited by law.
- (c) None of the transactions contemplated by this Agreement will be or have been made with an actual intent to hinder, delay, or defraud any present or future creditors of Recipient. The Recipient is solvent and will not be rendered insolvent by the transactions contemplated by this Agreement. The Recipient is able to pay its debts as they become due. The Recipient maintains sufficient insurance coverage considering the scope of this Agreement, including, for example but not necessarily limited to, general liability, automobile liability, workers compensation and employer liability, professional liability.
- (d) The Recipient is in compliance with all State Water Board funding agreements to which it is a party.

6. This Agreement, and any amendments hereto, may be executed and delivered in any number of counterparts, each of which when delivered shall be deemed to be an original, but such counterparts shall together constitute one document. The parties may sign this Agreement, and any amendments hereto, either by an electronic signature using a method approved by the State Water Board or by a physical, handwritten signature. The parties mutually agree that an electronic signature using a method approved by the State Water Board is the same as a physical, handwritten signature for the purposes of validity, enforceability, and admissibility.

IN WITNESS WHEREOF, this Agreement **Amendment** has been executed by the parties hereto.

CITY OF PORTERVILLE:

By: _____
Name: Michael Knight
Title: Public Works Director

Date: _____

STATE WATER RESOURCES CONTROL BOARD:

By: _____
Name: Joe Karkoski
Title: Deputy Director
Division of Financial Assistance

Date: _____

EXHIBIT A – SCOPE OF WORK AND SCHEDULE

A.1. PROJECT PURPOSE AND DESCRIPTION.

The Project is for the benefit of the Recipient and has a Useful Life of at least 40 years. The funding under this Agreement shall be used to provide the residents of two small disadvantaged communities currently served by Akin Water Company (Akin WC) and Central Mutual Water Company (Central MWC) with a sustainable source of safe drinking water.

A.2. SCOPE OF WORK.

The Recipient agrees to do the following: consolidate with Akin WC and Central MWC. Recipient also agrees to construct a new production well, estimated to produce between 1,300 and 1,800 gallons per minute, to provide the needed source capacity for the consolidation of Akin WC, the consolidation of Central MWC, as well as satisfy the remainder of East Porterville residents' capacity needs.

The Recipient agrees to do the following for the Akin WC service area: construct approximately 1,500 feet of 8-inch waterline to provide water service to each customer currently served by Akin WC; install approximately three new fire hydrants and twenty-six new service laterals and meters; and destroy Akin WC's two existing wells.

The Recipient agrees to do the following for the Central MWC service area: construct approximately 1,400 feet of 6-inch waterline to provide water service to each customer currently served by Central MWC; install approximately four new fire hydrants and thirty-four new service laterals and meters; and destroy Central MWC's existing well.

Upon Completion of Construction, the Recipient must expeditiously initiate Project operations.

A.3 SIGNAGE.

The Recipient must place a professionally prepared sign at least four feet tall by eight feet wide made of ¾ inch thick exterior grade plywood or other approved material in a prominent location on the Project site and must maintain the sign in good condition for the duration of Project implementation. The sign may include another agency's required information and must include, prominently displayed, the following disclosure statement and color logos (available from the Division):



"Funding for this project has been provided in full or in part under the Drinking Water State Revolving Fund, which may include capitalization funding from the United States Environmental Protection Agency through an agreement with the State Water Resources Control Board."

A.4 SCHEDULE.

Failure to provide items by the due dates indicated in the table below may constitute a material violation of this Agreement. The Project Manager may adjust the dates in the "Estimated Due Date" column of this

table, but Critical Due Date adjustments will require an amendment to this Agreement. The Recipient must complete and submit all work in time to be approved by the Division prior to the Project Completion Date. As applicable for specific submittals, the Recipient must plan adequate time to solicit, receive, and address comments prior to submitting the final submittal. The Recipient must submit the final Reimbursement Request prior to the Final Reimbursement Request Date set forth on the Cover Page.

ITEM	DESCRIPTION OF SUBMITTAL	CRITICAL DUE DATE	ESTIMATED DUE DATE
EXHIBIT A – SCOPE OF WORK			
A.	ADDITIONAL SUBMITTAL(S) TO DIVISION		
1.	Final Plans and Specifications <u>(Consolidation – Phase 1)</u>		September 1, 2021 <u>Completed</u>
<u>2.</u>	<u>Final Plans and Specifications (Well Drilling – Phase 2)</u>		<u>Completed</u>
<u>3.</u>	<u>Final Plans and Specifications (Well Equipping – Phase 3)</u>		<u>November 1, 2024</u>
<u>4.</u>	Final Budget Approval Package <u>(Consolidation – Phase 1)</u>		February 1, 2022 <u>Completed</u>
<u>5.</u>	<u>Final Budget Approval Package (Well Drilling – Phase 2)</u>		<u>Completed</u>
<u>6.</u>	<u>Final Budget Approval Package (Well Equipping – Phase 3)</u>		<u>March 1, 2025</u>
<u>7.</u>	Completion of Construction	October 1, 2023 <u>October 1, 2026</u>	
B.	REPORTS		
1.	Progress Reports		Quarterly
2.	Final Inspection and Certification		October 1, 2023 <u>October 1, 2026</u>
3.	Project Completion Report		December 1, 2023 <u>December 1, 2026</u>
4.	As Needed Reports		TBD
EXHIBIT B – REIMBURSEMENTS, BUDGET DETAIL, AND REPORTING PROVISIONS			
A.	REIMBURSEMENTS		
1.	Reimbursement Requests		Quarterly
2.	Final Reimbursement Request	April 1, 2024 <u>April 1, 2027</u>	

The Recipient must award the prime construction contract and begin construction timely. The Recipient must deliver any request for extension of the Completion of Construction Date no less than 90 days prior to the Completion of Construction Date.

A.5 PROGRESS REPORTS.

The Recipient must provide a progress report to the Division each quarter, beginning no later than 90 days after execution of this Agreement. The Recipient must provide a progress report with each Reimbursement Request. Failure to provide a complete and accurate progress report may result in the withholding of Project Funds, as set forth in Exhibit B. A progress report must contain the following information:

- 1) A summary of progress to date including a description of progress since the last report, percent construction complete, percent contractor invoiced, and percent schedule elapsed;
- 2) A description of compliance with environmental requirements;
- 3) A listing of change orders including amount, description of work, and change in contract amount and schedule; and
- 4) Any problems encountered, proposed resolution, schedule for resolution, and status of previous problem resolutions.

A.6 SPECIAL REPORTS.

- (a) The Recipient must submit a Project Completion Report to the Division with a copy to the appropriate District Office on or before the due date established by the Division and the Recipient at the time of final project inspection. The Project Completion Report must include the following:
 - i. Description of the Project,
 - ii. Description of the water quality problem the Project sought to address,
 - iii. Discussion of the Project's likelihood of successfully addressing that water quality problem in the future, and
 - iv. Summary of compliance with applicable environmental conditions.
- (b) If the Recipient fails to submit a timely Project Completion Report, the State Water Board may stop processing pending or future applications for new financial assistance, withhold reimbursements under this Agreement or other agreements, and begin administrative proceedings.
- (c) The Recipient must report Disadvantaged Business Enterprise (DBE) utilization to the Division on the DBE Utilization Report, State Water Board Form DBE UR334. The Recipient must submit such reports to the Division annually within ten (10) calendar days following October 1 until such time as the "Notice of Completion" is issued. The Recipient must comply with 40 CFR § 33.301 and require its contractors and subcontractors on the Project to comply.

A.7 FINAL PROJECT INSPECTION AND CERTIFICATION.

Upon completion of the Project, the Recipient must provide for a final inspection and must certify that the Project has been completed in accordance with this Agreement, any final plans and specifications submitted to the State Water Board, and any amendments or modifications thereto. If the Project involves the planning, investigation, evaluation, design, or other work requiring interpretation and proper application of engineering, or other professionals, the final inspection and certification must be conducted by a California Registered Civil Engineer or other appropriate California registered professional. The results of the final inspection and certification must be submitted to the Project Manager.

EXHIBIT B – FUNDING AMOUNTS

B.1 ESTIMATED REASONABLE COST AND PROJECT FUNDS.

The estimated reasonable cost of the total Project is set forth on the Cover Page of this Agreement and is greater than or equal to the funding anticipated to be provided by the State Water Board under this Agreement. Subject to the terms of this Agreement, the State Water Board agrees to provide Project Funds not to exceed the amount of the Project Funding Amount set forth on the Cover Page of this Agreement.

B.2 RECIPIENT CONTRIBUTIONS.

- (a) The loan component of this Agreement is forgiven. The estimated amount of principal that will be due to the State Water Board from the Recipient under this Agreement is Zero dollars and no cents (\$0.00).
- (b) The Recipient must pay any and all costs connected with the Project including, without limitation, any and all Project Costs. If the Project Funds are not sufficient to pay the Project Costs in full, the Recipient must nonetheless complete the Project and pay that portion of the Project Costs in excess of available Project Funds, and shall not be entitled to any reimbursement therefor from the State Water Board.
- (c) If the Recipient recovers funds from any responsible parties, the Recipient shall immediately notify the Division. The amount of this Agreement may be reduced to reflect the recovered funds.

B.3 VERIFIABLE DATA.

Upon request by the Division, the Recipient must submit verifiable data to support deliverables specified in the Scope of Work. The Recipient's failure to comply with this requirement may be construed as a material breach of this Agreement.

B.4 BUDGET COSTS

Budget costs are contained in the ~~Summary Project Cost Table~~ below:

LINE ITEM	TOTAL ESTIMATED COST	PROJECT FUNDING AMOUNT
Construction	\$3,194,720	\$3,194,720
Pre-Purchased Material/Equipment	\$0	\$0
Purchase of Land	\$0	\$0
Contingency	\$638,944	\$638,944
Allowances (Soft Costs)	\$954,000	\$954,000
TOTAL	\$4,787,664	\$4,787,664

The Division's **Phase 1-2** Final Budget Approval and related Form 259 and Form 260 will documents ~~the~~ a more detailed budget of eligible Project Costs and Project funding amounts. **The Division's Phase 3 Final Budget Approval and related Form 259 and Form 260 will document the detailed budget of eligible Project Costs and Project funding amounts for Phase 3.**

The Recipient is prohibited from requesting disbursement amounts that represent Recipient's mark-ups to costs invoiced or otherwise requested by consultants or contractors.

Reasonable indirect costs may be allowable upon approval by the Division.

B.5 LINE ITEM ADJUSTMENTS.

Upon written request by the Recipient, the Division may adjust the line items of the ~~Summary Project Cost Table~~ **budget** at the time of Division's Final Budget Approvals. Upon written request by the Recipient, the Division may

also adjust the line items of the Summary Project Cost Table as well as the detailed budget at the time of Recipient's submittal of its final claim. Any line item adjustments to the Summary Project Cost Table **budget** that are due to a change in scope of work will require an Agreement amendment. The sum of adjusted line items in ~~both the Summary Project Cost Table and the detailed budget~~ must not exceed the Project Funding Amount. The Division may also propose budget adjustments.

Under no circumstances may the sum of line items in the budget approved through the Final Budget Approval process exceed the Project Funding Amount. Any increase in the Project Funding Amount will require an Agreement amendment.

FINAL BUDGET APPROVAL

Whereas the Division has approved the final budget form submitted by the Recipient, the Final Budget Approval for Phase 1 and Phase 2 is incorporated as set forth herein:

Table 1: Phase 1-2 Approved Construction Bid Amount

<u>CONTRACTOR</u>	<u>AMOUNT BID</u>	<u>APPROVED COSTS</u>
<u>RT Nelson Company, Inc.</u>	<u>\$862,644</u>	<u>\$862,644</u>
<u>Zim Industries, Inc.</u>	<u>\$895,790</u>	<u>\$895,790</u>

1 - BUDGET

Table 2: Phase 1-2 Approved Final Project Budget

<u>PROJECT COST TABLE</u>	
<u>TYPE OF WORK</u>	<u>APPROVED BUDGET¹</u>
<u>A. Construction</u>	
<u>Consolidation (Phase 1): RT Nelson Company, Inc.</u>	<u>\$862,644</u>
<u>Well Drilling (Phase 2): Zim Industries, Inc.</u>	<u>\$895,790</u>
<u>Well Equipping: (to be determined)²</u>	<u>\$2,609,475</u>
<u>B. Pre-Purchasded Material/Equipment</u>	<u>\$0</u>
<u>C. Purchase of Land/Easements</u>	<u>\$0</u>
<u>D. Change Order Contingency³</u>	<u>\$873,581</u>
<u>E. Force Account</u>	<u>\$0</u>
<u>F. Allowances (Soft Costs)</u>	<u>\$1,233,142</u>
<u>TOTAL (A+B+C+D+E+F)</u>	<u>\$6,474,632</u>

¹ **Cost adjustments between lines of the final approved budget may only be requested as part of the Phase 3 Final Budget Approval process and the final Reimbursement Request.**

² **Phase 3 is not yet approved. These costs will be finalized after the Recipient opens bids for the Well Equipping phase and submits a subsequent FBA Package. The Recipient must submit a Final Budget Approval package for Phase 3 and receive Phase 3 Final Budget Approval before requesting reimbursement of any Phase 3 construction costs.**

³ **The Contingency line item may not be increased above the approved Contingency during construction. At DFA's discretion, any unclaimed costs may also be used towards change orders as part of the final reimbursement request. The change order approval may not: (1) increase the maximum amount of the financing agreement, (2) increase the term of the financing agreement, or (3) result in a substantial change in the Project scope.**

2 - PROJECT ELIGIBILITY DETERMINATION

The eligibility determinations and conditions of approval identified below are based on the review of:

- Stamped and Signed Final Plans and Specifications (P&S) for the Consolidation Phase of the Project received March 24, 2022;
- Addenda Nos. 1 and 2, issued December 30, 2022 and January 5, 2023, respectively;
- Stamped and Signed Final P&S for the Well Drilling Phase of the Project received March 24, 2022;
- Addenda Nos. 1, 2, and 3, issued June 3, 2022, June 14, 2022 and July 7, 2022, respectively.

The eligibility determination for the bid items shown in the schedule of values provided by the Recipient are as follows:

Table 3: Eligibility Determination Agreement for the Consolidation Phase (Phase 1) of the Project:

<u>Bid Item</u>	<u>Description</u>	<u>Percent Eligibility</u>
<u>A1</u>	<u>Mobilization, Demobilization, and Clean-Up</u>	<u>100%</u>
<u>A2</u>	<u>Furnish and Install 8-inch Polyvinyl Chloride (PVC) Piping and Appurtenances</u>	<u>100%</u>
<u>A3</u>	<u>Furnish and Install Air Release Valve Assembly</u>	<u>100%</u>
<u>A4</u>	<u>Furnish and Install Underground 8-inch Gate Valves and Valve Box Assemblies</u>	<u>100%</u>
<u>A5</u>	<u>Furnish and Install 1-inch Service Lateral</u>	<u>100%</u>
<u>A6</u>	<u>Remove and Replace Concrete Sidewalks and Driveways</u>	<u>100%</u>
<u>A7</u>	<u>Asphalt Pavement Removal and Replacement</u>	<u>100%</u>
<u>A8</u>	<u>Furnish and Install Fire Hydrant Assemblies</u>	<u>100%</u>
<u>A9</u>	<u>Connection to Existing Water Line</u>	<u>100%</u>
<u>A10</u>	<u>Abandon and Destroy Well No. 1</u>	<u>100%</u>
<u>A11</u>	<u>Abandon and Destroy Well No. 2</u>	<u>100%</u>
<u>A12</u>	<u>Remove Existing Temporary Water Service and Backflow</u>	<u>100%</u>
<u>B1</u>	<u>Mobilization, Demobilization, and Clean-Up</u>	<u>100%</u>
<u>B2</u>	<u>Furnish and Install 8-inch PVC Piping and Appurtenances</u>	<u>100%</u>
<u>B3</u>	<u>Furnish and Install Air Release Valve Assembly</u>	<u>100%</u>
<u>B4</u>	<u>Furnish and Install Underground 8-inch Gate Valves and Valve Box Assemblies</u>	<u>100%</u>
<u>B5</u>	<u>Furnish and Install 1-inch Service Lateral</u>	<u>100%</u>
<u>B6</u>	<u>Furnish and Install Fire Hydrant Assemblies</u>	<u>100%</u>
<u>B7</u>	<u>Abandon and Destroy Well</u>	<u>100%</u>
<u>B8</u>	<u>Asphalt Pavement Removal and Replacement</u>	<u>100%</u>

Bid items as shown in the schedule of values provided by the Recipient

Table 4: Eligibility Determination Agreement for the Well Drilling Phase (Phase 2) of the Project:

<u>Bid Item</u>	<u>Description</u>	<u>Percent Eligibility</u>
<u>1</u>	<u>Mobilization, Demobilization and Clean-Up</u>	<u>100%</u>
<u>2</u>	<u>Conductor Casing: Drill 50-feet deep 48-inch diameter hole, furnish and install 50-feet of 36-inch inside diameter (ID) x 3/8-inch wall conductor pipe, grout in place</u>	<u>100%</u>
<u>3</u>	<u>Drill 18-inch diameter pilot hole to a total depth of 710-feet</u>	<u>100%</u>
<u>4</u>	<u>Formation sampling by placing sampling tool, air-lifting and pumping</u>	<u>100%</u>
<u>5</u>	<u>Ream pilot hole to 28-inch diameter to a total depth of 710-feet</u>	<u>100%</u>

<u>Bid Item</u>	<u>Description</u>	<u>Percent Eligibility</u>
<u>6</u>	<u>Furnish and install 16-5/8-inch outside diameter (OD) x 5/16-inch wall blank casing 0-feet to 280-feet and 680-feet to 690-feet</u>	<u>100%</u>
<u>7</u>	<u>Furnish and install 16-5/8-inch OD x 5/16-inch wall "ful-flo" louvered casing, 280-feet to 680-feet</u>	<u>100%</u>
<u>8</u>	<u>Furnish and install 4-inch diameter gravel feed tube</u>	<u>100%</u>
<u>9</u>	<u>Furnish and install 2-inch diameter sounding access tube</u>	<u>100%</u>
<u>10</u>	<u>Furnish and install gravel envelope, 245-feet to 710-feet</u>	<u>100%</u>
<u>11</u>	<u>Furnish and install cement grout for annular seal, including 10-feet of bentonite, 0-feet to 245-feet</u>	<u>100%</u>
<u>12</u>	<u>Conduct preliminary well development by swabbing and air-lifting</u>	<u>100%</u>
<u>13</u>	<u>Conduct well development by pumping and surging</u>	<u>100%</u>
<u>14</u>	<u>Conduct well production test pumping</u>	<u>100%</u>
<u>15</u>	<u>Well Video</u>	<u>100%</u>

Eligibility Determination Conditions of Approval

1. **Necessary insurance directly related to the construction contract and extending throughout the period of the construction contract will be eligible for DWSRF financing. This includes builder risk insurance, public liability insurance, fire, and Project specific insurance.**
2. **Earthquake insurance and "Act of God" insurance are ineligible for funding.**
3. **Asphalt pavement, corresponding improvements, and excavation and refill materials due to trenching are limited to replacement of the trench width plus one foot on each side of the trench disturbed due to the construction work of the subject contract only. Full lane width paving or slurry seal is eligible only if required by ordinance or code.**
4. **The cost of local permits and licenses other than those issued by the Recipient are eligible for DWSRF financing.**
5. **The approved change order contingency may not be increased above the approved contingency shown in Table 2. Any unclaimed construction or allowance costs may also be used towards approved construction change orders. The change order approval may not: (1) increase the maximum amount of the financing agreement based on Table 2: Approved Construction Budget, (2) increase the term of the financing agreement, or (3) result in a substantial change in the Project scope.**
6. **Review of the P&S by the Division is conducted to determine eligibility and administrative compliance with the Policy. Issuance of the FBA does not relieve the Recipient and the design engineer of their legal liability for the adequacy of the design.**

B.6 REIMBURSEMENT PROCEDURE.

(a) Except as may be otherwise provided in this Agreement, reimbursements will be made as follows:

1. Upon execution and delivery of this Agreement by both parties, the Recipient may request immediate reimbursement of any eligible incurred costs as specified below through submission to the State Water Board of the Reimbursement Request Form 260 and Form 261, or any amendment thereto, duly completed and executed.
2. The Recipient must submit a Reimbursement Request for costs incurred prior to the date this Agreement is executed by the State Water Board no later than ninety (90) days after this Agreement is executed by the State Water Board. Late Reimbursement Requests may not be honored.

3. Additional Project Funds will be promptly disbursed to the Recipient upon receipt of Reimbursement Request Form 260 and Form 261, or any amendment thereto, duly completed and executed by the Recipient for incurred costs consistent with this Agreement, along with receipt of progress reports due under Exhibit A.
4. The Recipient must not request reimbursement for any Project Cost until such cost has been incurred and is currently due and payable by the Recipient, although the actual payment of such cost by the Recipient is not required as a condition of reimbursement. Supporting documentation (e.g., receipts) must be submitted with each Reimbursement Request. The amount requested for Recipient's administration costs must include a calculation formula (i.e., hours or days worked times the hourly or daily rate = total amount claimed). Reimbursement of Project Funds will be made only after receipt of a complete, adequately supported, properly documented, and accurately addressed Reimbursement Request. Upon request by the Division, supporting documents for professional and administrative services must include the employees' names, classifications, labor rates, hours worked, and descriptions of the tasks performed. Reimbursement Requests submitted without supporting documents may be wholly or partially withheld at the discretion of the Division.
5. The Recipient must spend Project Funds within 30 days of receipt. If the Recipient earns interest earned on Project Funds, it must report that interest immediately to the State Water Board. The State Water Board may deduct earned interest from future reimbursements.
6. The Recipient shall not request a reimbursement unless that Project Cost is allowable, reasonable, and allocable.
7. Notwithstanding any other provision of this Agreement, no reimbursement shall be required at any time or in any manner which is in violation of or in conflict with federal or state laws, policies, or regulations.
8. **The Recipient may sign Reimbursement Requests either by an electronic signature consistent with the State Water Board's approved procedures or by a physical, handwritten signature. The parties mutually agree that an electronic signature consistent with the State Water Board's approved procedures is the same as a physical, handwritten signature for the purposes of validity, enforceability, and admissibility.**

- (b) Notwithstanding any other provision of this Agreement, the Recipient agrees that the State Water Board may retain an amount equal to ten percent (10%) of the Project Funding Amount until Project Completion. Any retained amounts due to the Recipient will be promptly disbursed to the Recipient, without interest, upon Project Completion.
- (c) Except as follows, construction costs and disbursements **for Phase 1 and 2** are not available until after the Division has approved the **Phase 1 and 2** final budget form submitted by the Recipient. **Construction costs and disbursements for Phase 3 are not available until after the Division has approved the Phase 3 final budget form submitted by the Recipient.** The Deputy Director of the Division may authorize the disbursement of up to ten percent (10%) of Project Funds for the reimbursement of eligible construction costs and pre-purchased materials prior to Division approval of the final budget form submitted by the Recipient. All other construction costs are not eligible for reimbursement until after this the Division has approved the **corresponding** final budget form submitted by the Recipient. Construction costs incurred prior to the Eligible Construction Start Date are not eligible for reimbursement.

B.7 REVERTING FUNDS AND DISENCUMBRANCE.

In the event the Recipient does not submit Reimbursement Requests for all funds encumbered under this Agreement by the Final Reimbursement Request Date, any remaining funds revert to the State. The State Water Board may notify the Recipient that the project file is closed, and any remaining balance will be disencumbered and unavailable for further use under the Agreement.

EXHIBIT C – GENERAL TERMS AND CONDITIONS 2019-NOV

GENERAL TERMS AND CONDITIONS 2019-NOV is incorporated by reference and is posted at
https://www.waterboards.ca.gov/water_issues/programs/grants_loans/general_terms.html

EXHIBIT D – SPECIAL CONDITIONS

1. Notwithstanding Exhibit C, the following terms have no meaning for the purposes of this Agreement:

- Work Completion
- Work Completion Date

2. Each capitalized term used in this Agreement has the following meaning:

- "Allowance" means an amount based on a percentage of the accepted bid for an eligible project to help defray the planning, design, and construction engineering and administration costs of the Project.
- "Authorized Representative" means the duly appointed representative of the Recipient as set forth in the certified original of the Recipient's authorizing resolution that designates the authorized representative by title.
- "Completion of Construction" means the date, as determined by the Division after consultation with the Recipient, that the work of building and erection of the Project is substantially complete, and is established on the Cover Page of this Agreement.
- "District Office" means District Office of the Division of Drinking Water of the State Water Board.
- "Division of Drinking Water" means the Division of Drinking Water of the State Water Board.
- "Eligible Construction Start Date" means the date set forth on the Cover Page of this Agreement, establishing the date on or after which construction costs may be incurred and eligible for reimbursement hereunder.
- "Eligible Work Start Date" means the date set forth on the Cover Page of this Agreement, establishing the date on or after which any non-construction costs may be incurred and eligible for reimbursement hereunder.
- "Enterprise Fund" means the enterprise fund of the Recipient in which Revenues are deposited.
- "Event of Default" means, in addition to the meanings set forth in Exhibit C, the occurrence of any of the following events:
 - a) A material adverse change in the condition of the Recipient, the Revenues, or the System, which the Division reasonably determines would materially impair the Recipient's ability to satisfy its obligations under this Agreement.
 - b) Failure to operate the System or the Project without the Division's approval;
- "Final Budget Approval" means the Division-approved final budget for the Project, as set forth in Exhibit B.
- "Indirect Costs" means those costs that are incurred for a common or joint purpose benefiting more than one cost objective and are not readily assignable to the Project (i.e., costs that are not directly related to the Project). Examples of Indirect Costs include, but are not limited to: central service costs; general administration of the Recipient; non-project-specific accounting and personnel services performed within the Recipient organization; depreciation or use allowances on buildings and equipment; the costs of operating and maintaining non-project-specific facilities; tuition and conference fees; generic overhead or markup; and taxes.
- "Initiation of Construction" means the date that notice to proceed with work is issued for the Project, or, if notice to proceed is not required, the date of commencement of building and erection of the Project.
- "Net Revenues" means, for any Fiscal Year, all Revenues received by the Recipient less the Operations and Maintenance Costs for such Fiscal Year.

- "Operations and Maintenance Costs" means the reasonable and necessary costs paid or incurred by the Recipient for maintaining and operating the System, determined in accordance with GAAP, including all reasonable expenses of management and repair and all other expenses necessary to maintain and preserve the System in good repair and working order, and including all reasonable and necessary administrative costs of the Recipient that are charged directly or apportioned to the operation of the System, such as salaries and wages of employees, overhead, taxes (if any), the cost of permits, licenses, and charges to operate the System and insurance premiums; but excluding, in all cases depreciation, replacement, and obsolescence charges or reserves therefor and amortization of intangibles.
- "Reimbursement Request" means the Recipient's request for Project Funds from the State Water Board as set forth in Exhibit B.
- "Revenues" means, for each Fiscal Year, all gross income and revenue received or receivable by the Recipient from the ownership or operation of the System, determined in accordance with GAAP, including all rates, fees, and charges (including connection fees and charges) as received by the Recipient for the services of the System, and all other income and revenue howsoever derived by the Recipient from the ownership or operation of the System or arising from the System, including all income from the deposit or investment of any money in the Enterprise Fund or any rate stabilization fund of the Recipient or held on the Recipient's behalf, and any refundable deposits made to establish credit, and advances or contributions in aid of construction.
- "System" means all drinking water collection, transport, treatment, storage, and delivery facilities, including land and easements thereof, owned by the City of Porterville, or its successor agency, and all other properties, structures, or works hereafter acquired and constructed by the Recipient and determined to be a part of the System, together with all additions, betterments, extensions, or improvements to such facilities, properties, structures, or works, or any part thereof hereafter acquired and constructed.
- "Useful Life" means the economically useful life of the Project beginning at Project Completion and is set forth in Exhibit A.

3. Acknowledgements.

The Recipient must include the following acknowledgement in any document, written report, or brochure to be shared with the general public prepared in whole or in part pursuant to this Agreement:

"Funding for this project has been provided in full or in part under the Drinking Water State Revolving Fund, which may include capitalization funding from the United States Environmental Protection Agency through an agreement with the State Water Resources Control Board. The contents of this document do not necessarily reflect the views and policies of the foregoing, nor does mention of trade names or commercial products constitute endorsement or recommendation for use."

4. Rates and Charges. The Recipient must, to the extent permitted by law, fix, prescribe and collect rates, fees and charges for the System during each Fiscal Year which are reasonable, fair, and nondiscriminatory and which will be sufficient to generate Revenues in the amounts necessary to cover Operations and Maintenance Costs, and must ensure that Net Revenues are in an amount necessary to meet its obligations under this Agreement. The Recipient may make adjustments from time to time in such fees and charges and may make such classification thereof as it deems necessary, but shall not reduce the rates, fees and charges then in effect unless the Net Revenues from such reduced rates, fees, and charges will at all times be sufficient to meet the requirements of this section.
5. [RESERVED]
6. [RESERVED]

7. Environmental/Technical Special Conditions

Technical:

1. The Recipient shall submit its professional engineering services contract to the Division prior to disbursement of funds for costs incurred under such contract.
2. The Recipient shall not solicit bids, award a contract, or commence construction activities until final plans and specifications are approved by the Division of Drinking Water Tulare District Office Engineer and the Project Manager.
3. The Recipient must submit final consolidation agreements with Akin WC and Central MWC, in a form satisfactory to the Division, and receive written approval from the Project Manager to proceed before Project Funds may be disbursed for any Project Costs under the Agreement.
4. Upon completion of the Project the Recipient shall submit a water supply permit amendment request for review to the Division of Drinking Water Tulare District Office.

Environmental:

1. The documents identified below are incorporated by reference and the Recipient shall comply with the conditions and recommendations therein:
 - a. The Mitigation Monitoring and Reporting Program adopted by the State Water Board on June 16, 2016 for the Project. The Recipient shall implement all mitigation measures therein.
 - b. The letter dated February 12, 2020, from Patricia Cole of the United States Fish and Wildlife Service, San Joaquin Valley Division to Douglas E. Eberhardt of the United States Environmental Protection Agency, including, but not limited to, the following:
 - i. Implement Avoidance and Minimization Measures and Best Management Practices prior to and during construction activities to minimize and avoid effects to the San Joaquin kit fox.
 - c. The Mitigation Monitoring and Reporting Program adopted by the City of Porterville on April 21, 2020 for the Central Mutual Water Company Consolidation Project. The Recipient shall implement all mitigation measures therein.
2. In the Recipient's Quarterly Reports submitted pursuant to this Agreement, the Recipient shall include a discussion of the status of its compliance with environmental measures identified in this Exhibit D, with separate sections clearly labeled and titled, discussing the status of Recipient's compliance.
3. In the Recipient's Project Completion Report submitted pursuant to this Agreement, the Recipient shall include a discussion of its compliance with environmental measures identified in this Exhibit D, with separate sections clearly labeled and titled, discussing the status of Recipient's compliance.
8. [RESERVED]
9. Appointment of Receiver/Custodian. Upon the filing of a suit or other commencement of judicial proceedings to enforce the rights of the State Water Board under this Agreement, the State Water Board may make application for the appointment of a receiver or custodian of the Revenues, pending such proceeding, with such power as the court making such appointment may confer.
10. [RESERVED]
11. Damages for Breach of Federal Conditions. In the event that any breach of any of the provisions of this Agreement by the Recipient results in the failure of Project Funds to be used pursuant to the provisions of this Agreement, or if such breach results in an obligation on the part of the State or any subdivision or agency thereof to reimburse the federal government, the Recipient must immediately reimburse the State

or any subdivision or agency thereof in an amount equal to any damages paid by or loss incurred by the State or any subdivision or agency thereof due to such breach.

12. [RESERVED]

13. Operation and Maintenance. The Recipient shall sufficiently and properly staff, operate, and maintain the facility and structures constructed or improved as part of the project throughout the term of this Agreement, consistent with the purposes of this Agreement. The Recipient assumes all operations and maintenance costs of the facilities and structures; the State Water Board shall not be liable for any cost of such maintenance, management or operation.

14. Insurance. The Recipient will procure and maintain or cause to be maintained insurance on the System and Project with responsible insurers, or as part of a reasonable system of self-insurance, in such amounts and against such risks (including damage to or destruction of the System or Project) as are usually covered in connection with systems similar to the System or Project. Such insurance may be maintained by a self-insurance plan so long as such plan provides for (i) the establishment by the Recipient of a separate segregated self-insurance fund in an amount determined (initially and on at least an annual basis) by an independent insurance consultant experienced in the field of risk management employing accepted actuarial techniques and (ii) the establishment and maintenance of a claims processing and risk management program. In the event of any damage to or destruction of the System or Project caused by the perils covered by such insurance, the net proceeds thereof shall be applied to the reconstruction, repair or replacement of the damaged or destroyed portion of the System or Project. The Recipient must begin such reconstruction, repair or replacement as expeditiously as possible, and must pay out of such net proceeds all costs and expenses in connection with such reconstruction, repair or replacement so that the same must be completed and the System and Project must be free and clear of all claims and liens. Recipient agrees that for any policy of insurance concerning or covering the construction of the Project, it will cause, and will require its contractors and subcontractors to cause, a certificate of insurance to be issued showing the State Water Board, its officers, agents, employees, and servants as additional insured; and must provide the Division with a copy of all such certificates prior to the commencement of construction of the Project.

15. Notice Events. Upon the occurrence of any of the following events, the Recipient must notify the Division's Deputy Director and Party Contacts by phone and email within the time specified below:

- a. The Recipient must notify the Division within 24 hours by phone at (916) 327-9978 and by email to DrinkingWaterSRF@waterboards.ca.gov of any discovery of any potential tribal cultural resource and/or archaeological or historical resource. Should a potential tribal cultural resource and/or archaeological or historical resource be discovered during construction or Project implementation, the Recipient must ensure that all work in the area of the find will cease until a qualified archaeologist has evaluated the situation and made recommendations regarding preservation of the resource, and the Division has determined what actions should be taken to protect and preserve the resource. The Recipient must implement appropriate actions as directed by the Division.
- b. The Recipient must notify the Division promptly of the occurrence of any of the following events:
 - i. Bankruptcy, insolvency, receivership or similar event of the Recipient, or actions taken in anticipation of any of the foregoing;
 - ii. Change of ownership of the Project (no change of ownership may occur without written consent of the Division);
 - iii. Loss, theft, damage, or impairment to Project;

- iv. Events of Default, except as otherwise set forth in this section;
- v. A proceeding or action by a public entity to acquire the Project by power of eminent domain.
- vi. Any litigation pending or threatened with respect to the Project or the Recipient's technical, managerial or financial capacity or the Recipient's continued existence;
- vii. Consideration of dissolution, or disincorporation;
- viii. Enforcement actions by or brought on behalf of the State Water Board or Regional Water Board.
- ix. The discovery of a false statement of fact or representation made in this Agreement or in the application to the Division for this funding, or in any certification, report, or request for reimbursement made pursuant to this Agreement, by the Recipient, its employees, agents, or contractors;
- x. Any substantial change in scope of the Project. The Recipient must undertake no substantial change in the scope of the Project until prompt written notice of the proposed change has been provided to the Division and the Division has given written approval for the change;
- xi. Any circumstance, combination of circumstances, or condition, which is expected to or does delay Completion of Construction for a period of ninety (90) days or more;
- xii. Any Project monitoring, demonstration, or other implementation activities required in this Agreement;
- xiii. Any public or media event publicizing the accomplishments and/or results of this Agreement and provide the opportunity for attendance and participation by state representatives with at least ten (10) working days' notice to the Division;
- xiv. Any event requiring notice to the Division pursuant to any other provision of this Agreement.
- xv. Completion of work on the Project.
- xvi. The Recipient must promptly notify the Division and Party Contacts of cessation of all major construction work on the Project where such cessation of work is expected to or does extend for a period of thirty (30) days or more;
- xvii. The Recipient must promptly notify the Division and Party Contacts of the discovery of any unexpected endangered or threatened species, as defined in the federal Endangered Species Act. Should a federally protected species be unexpectedly encountered during implementation of the Project, the Recipient agrees to promptly notify the Division. This notification is in addition to the Recipient's obligations under the federal Endangered Species Act;
- xviii. The Recipient must promptly notify the Division and Party Contacts of Completion of Construction, and Project Completion;

- xix. The Recipient must promptly notify the Division and Party Contacts of the award of the prime construction contract for the Project; and the Recipient must promptly notify the Division and Party Contacts of Initiation of construction of the Project.
 - xx. The occurrence of a material breach or event of default under any Recipient obligation that results in the acceleration of principal or interest or otherwise requires immediate prepayment, repurchase or redemption.
 - xxi. [Reserved]
16. Continuous Use of Project; No Lease, Sale, Transfer of Ownership, or Disposal of Project. The Recipient agrees that, except as provided in this Agreement, it will not abandon, substantially discontinue use of, lease, sell, transfer ownership of, or dispose of all or a significant part or portion of the Project during the Useful Life of the Project without prior written approval of the Division. Such approval may be conditioned as determined to be appropriate by the Division, including a condition requiring repayment of all disbursed Project Funds or all or any portion of all remaining funds covered by this Agreement together with accrued interest and any penalty assessments that may be due.
17. State Cross-Cutters. Recipient represents that, as applicable, it complies and covenants to maintain compliance with the following for the term of the Agreement:
- a) The California Environmental Quality Act (CEQA), as set forth in Public Resources Code 21000 et seq. and in the CEQA Guidelines at Title 14, Division 6, Chapter 3, Section 15000 et seq.
 - b) Water Conservation requirements, including regulations in Division 3 of Title 23 of the California Code of Regulations.
 - c) Monthly Water Diversion Reporting requirements, including requirements set forth in Water Code section 5103.
 - d) Public Works Contractor Registration with Department of Industrial Relations requirements, including requirements set forth in Sections 1725.5 and 1771.1 of the Labor Code.
 - e) Volumetric Pricing & Water Meters requirements, including the requirements of Water Code sections 526 and 527.
 - f) Urban Water Management Plan requirements, including the Urban Water Management Planning Act (Water Code, § 10610 et seq.).
 - g) Urban Water Demand Management requirements, including the requirements of Section 10608.56 of the Water Code.
 - h) Delta Plan Consistency Findings requirements, including the requirements of Water Code section 85225 and California Code of Regulations, title 23, section 5002.
 - i) Agricultural Water Management Plan Consistency requirements, including the requirements of Water Code section 10852.
 - j) Charter City Project Labor Requirements, including the requirements of Labor Code section 1782 and Public Contract Code section 2503.
 - k) The Recipient agrees that it will, at all times, comply with and require its contractors and subcontractors to comply with directives or orders issued pursuant to Division 7 of the Water Code.

18. Financial Management Systems. The Recipient must comply with federal standards for financial management systems. The Recipient agrees that, at a minimum, its fiscal control and accounting procedures will be sufficient to permit preparation of reports required by the federal government and tracking of Project funds to a level of expenditure adequate to establish that such funds have not been used in violation of federal or state law or the terms of this Agreement. To the extent applicable, the Recipient is bound by, and must comply with, the provisions and requirements of the federal Single Audit Act of 1984 and 2 CFR Part 200, subpart F, and updates or revisions, thereto.
19. Access and Inspection. In addition to the obligations set forth in section 2 of the General Terms and Conditions incorporated in Exhibit C of this Agreement, the Recipient must ensure that the United States Environmental Protection Agency, the Office of Inspector General, any member of Congress, or any authorized representative of the foregoing, will have safe and suitable access to the Project site at all reasonable times during the term of the Agreement.
20. Fraud, Waste, and Abuse. The Recipient shall prevent fraud, waste, and the abuse of Project Funds, and shall cooperate in any investigation of such activities that are suspected in connection with this Agreement. The Recipient understands that discovery of any evidence of misrepresentation or fraud related to reimbursement requests, invoices, proof of payment of invoices, or other supporting information, including but not limited to double or multiple billing for time, services, or any other eligible cost, may result in referral to the Attorney General's Office or the applicable District Attorney's Office for appropriate action. The Recipient further understands that any suspected occurrences of false claims, misrepresentation, fraud, forgery, theft or any other misuse of Project Funds may result in withholding of reimbursements and/or the termination of this Agreement requiring the immediate repayment of all funds disbursed hereunder.
21. Disputes. The Recipient must continue with the responsibilities under this Agreement during any dispute. The Recipient may, in writing, appeal a staff decision within 30 days to the Deputy Director of the Division or designee, for a final Division decision. The Recipient may appeal a final Division decision to the State Water Board within 30 days. The Office of the Chief Counsel of the State Water Board will prepare a summary of the dispute and make recommendations relative to its final resolution, which will be provided to the State Water Board's Executive Director and each State Water Board Member. Upon the motion of any State Water Board Member, the State Water Board will review and resolve the dispute in the manner determined by the State Water Board. Should the State Water Board determine not to review the final Division decision, this decision will represent a final agency action on the dispute. This provision does not preclude consideration of legal questions, provided that nothing herein shall be construed to make final the decision of the State Water Board, or any official or representative thereof, on any question of law. This section relating to disputes does not establish an exclusive procedure for resolving claims within the meaning of Government Code sections 930 and 930.4.
22. Additional Representations and Warranties. The Recipient makes the following representations and warranties:
 - a. [Reserved]
 - b. The Recipient has not made any untrue statement of a material fact in its application for this financial assistance, or omitted to state in its application, a material fact that makes the statements in its application not misleading.
 - c. The Recipient agrees to fulfill all assurances, declarations, representations, and commitments in its application, accompanying documents, and communications filed in support of its request for funding under this Agreement.

- d. The execution, delivery, and performance by Recipient of this Agreement, including all incorporated documents, do not violate any provision of any law or regulation in effect as of the date set forth on the first page hereof, or result in any breach or default under any contract, obligation, indenture, or other instrument to which Recipient is a party or by which Recipient is bound as of the date set forth on the Cover Page.
- e. Except as set forth in this paragraph, there are, as of the date of execution of this Agreement by the Recipient, no pending or, to Recipient's knowledge, threatened actions, claims, investigations, suits, or proceedings before any governmental authority, court, or administrative agency which materially affect the financial condition or operations of the Recipient, the Revenues, and/or the Project.
- f. There are no proceedings, actions, or offers by a public entity to acquire by purchase or the power of eminent domain any of the real or personal property related to or necessary for the Project.
- g. The Recipient is duly organized and existing and in good standing under the laws of the State of California. Recipient must at all times maintain its current legal existence and preserve and keep in full force and effect its legal rights and authority. Within the preceding ten years, the Recipient has not failed to demonstrate compliance with state or federal audit disallowances.
- h. Any financial statements or other financial documentation of Recipient previously delivered to the State Water Board as of the date(s) set forth in such financial statements or other financial documentation: (a) are materially complete and correct; (b) present fairly the financial condition of the Recipient; and (c) have been prepared in accordance with GAAP. Since the date(s) of such financial statements or other financial documentation, there has been no material adverse change in the financial condition of the Recipient, nor have any assets or properties reflected on such financial statements or other financial documentation been sold, transferred, assigned, mortgaged, pledged or encumbered, except as previously disclosed in writing by Recipient and approved in writing by the State Water Board.
- i. The Recipient is current in its continuing disclosure obligations associated with its material debt, if any.
- j. The Recipient has no conflicting or material obligations, except as set forth in this paragraph.
- k. The Recipient legally possesses all real property rights necessary for the purposes of this Agreement, not subject to third party revocation, which rights extend at least to the Records Retention End Date of this Agreement, except as set forth in this paragraph.
- l. The Recipient and its principals, to the best of the Recipient's knowledge and belief, are not presently debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from participation in any work overseen, directed, funded, or administered by the State Water Board program for which this grant funding is authorized; nor have they engaged or permitted the performance of services covered by this Agreement from parties that are debarred or suspended or otherwise excluded from or ineligible for participation in any work overseen, directed, funded, or administered by the State Water Board program for which this grant funding is authorized.
- m. The Recipient possesses all water rights necessary for this Project.

23. Federal SRF Requirements. The Recipient acknowledges, warrants compliance with, and covenants to continuing compliance with the following federal terms and conditions for the Useful Life of the Project:

- a. Unless the Recipient has obtained a waiver from USEPA on file with the State Water Board or unless this Project is not a project for the construction, alteration, maintenance or repair of a public water system or treatment work, the Recipient shall not purchase "iron and steel products" produced outside of the United States on this Project. Unless the Recipient has obtained a waiver from USEPA on file with the State Water Board or unless this Project is not a project for the construction, alteration, maintenance or repair of a public water system or treatment work, the Recipient hereby certifies that all "iron and steel products" used in the Project were or will be produced in the United States. For purposes of this section, the term "iron and steel products" means the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials. "Steel" means an alloy that includes at least 50 percent iron, between .02 and 2 percent carbon, and may include other elements.
- b. The Recipient must include in full the Wage Rate Requirements (Davis-Bacon) language incorporated by reference in Section 2 of this Agreement in all construction contracts and subcontracts.
- c. The Recipient shall notify the State Water Board and the USEPA contact of public or media events publicizing the accomplishment of significant events related to this Project and provide the opportunity for attendance and participation by federal representatives with at least ten (10) working days' notice.
- d. The Recipient shall comply with applicable EPA general terms and conditions found at <http://www.epa.gov/ogd>.
- e. No Recipient may receive funding under this Agreement unless it has provided its DUNS number to the State Water Board.
- f. [Reserved]
- g. The Recipient represents and warrants that it and its principals are not excluded or disqualified from participating in this transaction as such terms are defined in Parts 180 and 1532 of Title 2 of the Code of Federal Regulations (2 CFR). If the Recipient is excluded after execution of this Agreement, the Recipient shall notify the Division within ten (10) days and shall inform the Division of the Recipient's exclusion in any request for amendment of this Agreement. The Recipient shall comply with Subpart C of Part 180 of 2 CFR, as supplemented by Subpart C of Part 1532 of 2 CFR. Such compliance is a condition precedent to the State Water Board's performance of its obligations under this Agreement. When entering into a covered transaction as defined in Parts 180 and 1532 of 2 CFR, the Recipient shall require the other party to the covered transaction to comply with Subpart C of Part 180 of 2 CFR, as supplemented by Subpart C of Part 1532 of 2 CFR.
- h. To the extent applicable, the Recipient shall disclose to the State Water Board any potential conflict of interest consistent with USEPA's Final Financial Assistance Conflict of Interest Policy at <https://www.epa.gov/grants/epas-final-financial-assistance-conflict-interest-policy>. A conflict of interest may result in disallowance of costs.
- i. USEPA and the State Water Board have the right to reproduce, publish, use and authorize others to reproduce, publish and use copyrighted works or other data developed under this assistance agreement.

- j. Where an invention is made with Project Funds, USEPA and the State Water Board retain the right to a worldwide, nonexclusive, nontransferable, irrevocable, paid-up license to practice the invention owned by the Recipient. The Recipient must utilize the Interagency Edison extramural invention reporting system at <http://iEdison.gov> and shall notify the Division when an invention report, patent report, or utilization report is filed.
- k. The Recipient agrees that any reports, documents, publications or other materials developed for public distribution supported by this Agreement shall contain the Disclosure statement set forth in Exhibit A.
- l. The Recipient acknowledges that it is encouraged to follow guidelines established under Section 508 of the Rehabilitation Act, codified at 36 CFR Part 1194, with respect to enabling individuals with disabilities to participate in its programs supported by this Project.
- m. The Recipient, its employees, contractors and subcontractors and their employees warrants that it will not engage in severe forms of trafficking in persons, procure a commercial sex act during the term of this Agreement, or use forced labor in the performance of this Agreement. The Recipient must include this provision in its contracts and subcontracts under this Agreement. The Recipient must inform the State Water Board immediately of any information regarding a violation of the foregoing. The Recipient understands that failure to comply with this provision may subject the State Water Board to loss of federal funds. The Recipient agrees to compensate the State Water Board for any such funds lost due to its failure to comply with this condition, or the failure of its contractors or subcontractors to comply with this condition. The State Water Board may unilaterally terminate this Agreement if the Recipient that is a private entity is determined to have violated the foregoing.
- n. The Recipient certifies to the best of its knowledge and belief that:
 - i. No federal appropriated funds have been paid or will be paid, by or on behalf of the Recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
 - ii. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with this Agreement, the Recipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions, and notify the State Water Board.
 - iii. The Recipient shall require this certification from all parties to any contract or agreement that the Recipient enters into and under which the Recipient incurs costs for which it seeks disbursements under this Agreement.
- o. The Recipient must comply with the following federal non-discrimination requirements:
 - i. Title VI of the Civil Rights Act of 1964, which prohibits discrimination based on race, color, and national origin, including limited English proficiency (LEP).
 - ii. Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination against persons with disabilities.
 - iii. The Age Discrimination Act of 1975, which prohibits age discrimination.
 - iv. Section 13 of the Federal Water Pollution Control Act Amendments of 1972, which prohibits discrimination on the basis of sex.

- v. 40 CFR Part 7, as it relates to the foregoing.
 - vi. Executive Order 13798, including, to the greatest extent practicable and to the extent permitted by law, the requirement to respect and protect the freedom of persons and organizations to engage in political and religious speech
 - vii. All applicable federal civil rights regulations, including statutory and national policy requirements (2 CFR section 200.300).
- p. Executive Order No. 11246. The Recipient shall include in its contracts and subcontracts related to the Project the following provisions:

"During the performance of this contract, the contractor agrees as follows:"(a) The contractor will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

"(b) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, or national origin.

"(c) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

"(d) The contractor will comply with all provisions of Executive Order No. 11246 of Sept. 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

"(e) The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

"(f) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of Sept 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

"(g) The contractor will include the provisions of Paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor

issued pursuant to Section 204 of Executive Order No. 11246 of Sept. 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, That in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States."

- q. The Recipient agrees to comply with the requirements of USEPA's Program for Utilization of Small, Minority and Women's Business Enterprises as set forth in this Agreement.
- r. Procurement Prohibitions under Section 306 of the Clean Air Act and Section 508 of the Clean Water Act, including Executive Order 11738, Administration of the Clean Air Act and the Federal Water Pollution Control Act with Respect to Federal Contracts, Grants, or Loans; 42 USC § 7606; 33 USC § 1368. Except where the purpose of this Agreement is to remedy the cause of the violation, the Recipient may not procure goods, services, or materials from suppliers excluded under the federal System for Award Management: <http://www.sam.gov/>.
- s. Uniform Relocation and Real Property Acquisition Policies Act, Pub. L. 91-646, as amended; 42 USC §§4601-4655. The Recipient must comply with the Act's implementing regulations at 49 CFR 24.101 through 24.105.
- t. The Recipient agrees that if its network or information system is connected to USEPA networks to transfer data using systems other than the Environmental Information Exchange Network or USEPA's Central Data Exchange, it will ensure that any connections are secure.
- u. All geospatial data created pursuant to this Agreement that is submitted to the State Water Board for use by USEPA or that is submitted directly to USEPA must be consistent with Federal Geographic Data Committee endorsed standards. Information on these standards may be found at www.fgdc.gov.
- v. If the Recipient is a water system that serves 500 or fewer persons, the Recipient represents that it has considered publicly-owned wells as an alternative drinking water supply.
- w. The Recipient represents that it is not a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and it is not a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.
- x. The Recipient agrees to immediately notify the Project Manager in writing about any allegation of research misconduct involving research activities that are supported in whole or in part with EPA funds under this Project, including fabrication, falsification, or plagiarism in proposing, performing, or reviewing research, or in reporting research results, or ordering, advising, or suggesting that subordinates engage in research misconduct.
- y. The Recipient agrees to comply with, and require all contractors and subcontractors to comply with, EPA's Scientific Integrity Policy, available at <https://www.epa.gov/osa/policy-epa-scientific-integrity>, when conducting, supervising, and communicating science and when using or applying the results of science. For purposes of this condition scientific activities include, but are not limited to, computer modelling, economic analysis, field sampling, laboratory experimentation,

demonstrating new technology, statistical analysis, and writing a review article on a scientific issue.

- z. The Recipient shall not suppress, alter, or otherwise impede the timely release of scientific findings or conclusions; intimidate or coerce scientists to alter scientific data, findings, or professional opinions or exert non-scientific influence on scientific advisory boards; knowingly misrepresent, exaggerate, or downplay areas of scientific uncertainty; or otherwise violate the EPA's Scientific Integrity Policy. The Recipient must refrain from acts of research misconduct, including publication or reporting, as described in EPA's Policy and Procedures for Addressing Research Misconduct, Section 9.C, and must ensure scientific findings are generated and disseminated in a timely and transparent manner, including scientific research performed by contractors and subcontractors.
- aa. The Recipient agrees to comply with the Animal Welfare Act of 1966 (7 USC 2131-2156). Recipient also agrees to abide by the "U.S. Government Principles for the Utilization and Care of Vertebrate Animals used in Testing, Research, and Training," available at <http://grants.nih.gov/grants/olaw/references/phspol.htm#USGovPrinciples>.
- bb. The Recipient certifies that no Project Funds will be used on:
 - i. Video surveillance or telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities), telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
 - ii. Telecommunications or video surveillance services produced by such entities;
 - iii. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country; or
 - iv. Other telecommunications or video surveillance services or equipment in violation of [2 CFR 200.216](#).
- cc. **The Recipient agrees to ensure that if the Project includes lead service line replacement, each lead service line replaced using Project Funds must be replaced in its entirety, unless the remaining portion of that service line has already been replaced or is concurrently being replaced with another funding source.**

24. Executive Order N-6-22 – Russian Sanctions

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State Water Board determine the Recipient is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this Agreement. The State Water Board shall provide the Recipient advance

written notice of such termination, allowing the Recipient at least thirty (30) calendar days to provide a written response. Termination shall be at the sole discretion of the State Water Board.

The Recipient represents that the Recipient is not a target of economic sanctions imposed in response to Russia's actions in Ukraine imposed by the United States government or the State of California. The Recipient is required to comply with the economic sanctions imposed in response to Russia's actions in Ukraine, including with respect to, but not limited to, the federal executive orders identified in California Executive Order N-6-22, located at <https://www.gov.ca.gov/wp-content/uploads/2022/03/3.4.22-Russia-Ukraine-Executive-Order.pdf> and the sanctions identified on the United States Department of the Treasury website (<https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions>). The Recipient is required to comply with all applicable reporting requirements regarding compliance with the economic sanctions, including, but not limited to, those reporting requirements set forth in California Executive Order N-6-22 for all Recipients with one or more agreements with the State of California with an aggregated value of Five Million Dollars (\$5,000,000) or more. Notwithstanding any other provision in this Agreement, failure to comply with the economic sanctions and all applicable reporting requirements may result in termination of this Agreement. For Recipients with an aggregated agreement value of Five Million Dollars (\$5,000,000) or more with the State of California, reporting requirements include, but are not limited to, information related to steps taken in response to Russia's actions in Ukraine, including but not limited to:

1. Desisting from making any new investments or engaging in financial transactions with Russian institutions or companies that are headquartered or have their principal place of business in Russia;
2. Not transferring technology to Russia or companies that are headquartered or have their principal place of business in Russia; and
3. Direct support to the government and people of Ukraine.



CITY COUNCIL AGENDA – OCTOBER 15, 2024

SUBJECT: Award of Contract - Contract Planning Services

SOURCE: Community Development

COMMENT: On July 16, 2024, City Council authorized staff to distribute a Request for Proposals (RFP) for Contract Planning Services. As previously reported, the City Planner position has been and remains vacant due to unsuccessful recruitments. The City has relied upon contract planning services to assist with certain tasks that exceed the capacity of internal planning staff in order to meet community needs and move projects forward.

On July 23, 2024, the RFP was posted on Public Purchase and advertised in the Porterville Recorder and closed on August 30, 2024. The City received twelve (12) proposals, one of which was in response to another RFP and was disqualified. The eleven (11) responsive proposals were evaluated by a rating and ranking committee and a list by rank is attached to this staff report. The highest scored firm was Provost & Pritchard, and they met all the desired qualifications outlined in the RFP.

Firm Name	City	Rank
Provost & Pritchard	Clovis, CA	1
Precision Engineering	Fresno, CA	2
UES	Bakersfield, CA	2
4Creeks	Visalia, CA	4
CSG Consultants	Fresno, CA	5
Michael Baker International	Long Beach, CA	6
LACO	Ukiah, CA	7
RRM Design Group	San Luis Obispo, CA	8
EMC Planning	Monterey, CA	9
The Code Group	Orange, CA	9
4Leaf, Inc	San Berandino, CA	11

The proposed contract has a term of one (1) year, with the possibility of

Item No. 11.

extension by mutual agreement, and the funding for this contract was approved in the Fiscal Year 2024/25 Community Development Budget.

RECOMMENDATION: That the City Council:

1. Authorize staff to negotiate an on-call contract with Provost & Pritchard;
2. Authorize the Mayor to sign contract documents; and
3. Authorize staff to make payments up to 100% upon satisfactory completion of tasks.

ATTACHMENTS:

1. Staff Report Dated July 16, 2024
2. RFP Contract Planning Services
3. Draft Service Agreement
4. Provost & Pritchard Proposal
5. Scoring Matrix and Rating for RFP 24-25-SR197

Appropriated/Funded:

Review By:

Department Director:
Claudia Calderon, Community Development Director

Final Approver: Patrice Hildreth, City Manager



CITY COUNCIL AGENDA – JULY 16, 2024

SUBJECT: Authorization to Distribute a Request for Proposals (RFP) for Contract Planning Services

SOURCE: Community Development

COMMENT: The Community Development Department's Planning Division is responsible for developing Long Range Planning policies and reviewing current planning applications for adherence to the Porterville Development Ordinance within the City of Porterville Planning Area. As the City Council is aware, the City Planner position has been and remains vacant due to unsuccessful attempts to recruit a qualified individual. In fact, the City of Porterville is not alone in this challenge, as statewide, public agencies are struggling in the recruitment of planning and engineering professionals. In response to these challenges, the City has relied upon contracted planning services to assist City planning staff with certain tasks that exceed the current capacity of internal staff. The continued need for the services of a contract planner currently exists and will remain necessary to fulfill the needs of the Community and maintain the level of service required to move projects forward. In the meantime, the Community Development Department will work with the Human Resources Division to strategize on recruitment efforts.

Staff has prepared a Request for Proposals and at this time is requesting authorization to distribute said RFP for contract planning services.

RECOMMENDATION: That the City Council authorize staff to distribute a Request for Proposals for contract planning services.

ATTACHMENTS: 1. RFP-Contract Planning Services-2024

Appropriated/Funded:

Review By:

Department Director:
Claudia Calderon, Community Development Director

Final Approver: Patrice Hildreth, City Manager



REQUEST FOR PROPOSALS (RFP)

**City of Porterville
Contract Planning Services**

**RFP SUBMITTAL DEADLINE – Friday, August 30, 2024,
by 4:00 P.M.**

**CONTACT:
Claudia Calderon
Community Development Director
City of Porterville 291 N Main St
Porterville, CA 93257**

(559) 782-7460

E-mail: ccalderon@ci.porterville.ca.us

**Submit Questions or Comments to the above email by August 27,
2024 by 2:00 P.M.**

CITY OF PORTERVILLE REQUEST FOR PROPOSALS FOR PLANNING SERVICES

The City of Porterville, California is soliciting proposals from qualified firms or teams of consultants to augment professional city planning services. Consultants will provide City with independent planning services similar to a fully functioning planning agency, supporting the duties of the Planning Department. Contract staff would not need to be in-house, but instead would coordinate with City staff via email and phone calls to exchange information, with meeting or assignments. In general, the consultant will not exceed 20 hours per week. All work hours shall be reported to the Community Development Department in a form acceptable to the department. The Community Development Department has sought interest for Senior Level planner and has not received eligible candidate and as a result the Planning Division is short staffed for an undetermined period of time. We estimate a need for staff services to prepare staff reports, assist in project review, document preparation and other planning tasks as needed over the next year.

Ideally, just one or two staffers would complete all efforts for this task, to limit the learning curve for Porterville's Development Ordinance and projects. Wherever possible, examples will be provided to assist the consulting planner in preparation of documents to Porterville's expectations.

The contract planning staff would work primarily with Community Development Director, Claudia Calderon, but may also be coordinating with other Community Development Department staff as well as staff from other departments. Interface with developers or the public may be needed on large projects and through the Project Review Committee meetings. It is expected that the City would need no more than 20 hours per week of assistance.

Scope of Services:

- Recurring, as needed services of processing entitlements
- Assist in the Project Review Committee process
- Assist in long range planning document preparation
- Prepare and/or manage the preparation of CEQA environmental documents including filing draft documents with the State Clearinghouse. Prepare General and Categorical Exemptions.
- Produce staff reports including Findings, Conditions of Approval, Attachments and Resolutions.
- Prepare noticing documents prior to public hearings.
- Attend meetings with applicants and with various City departments, as necessary.
- Attend and present projects at City Council meetings.
- Submit invoices with sufficient detail to allow the Finance Department to track hours on ministerial permits and to bill applicants for discretionary projects.
- Staff liaison to committee and community groups
- Assist with Community Outreach and Stakeholder Workshop process

- Assist staff with legislative updates
- Other planning tasks as needed.

Background

The City of Porterville ("City"), California is an incorporated city of 62,934 located in southeastern Tulare County, at the foothills of the picturesque Sierra Nevada Mountain range, located on State Route 65, 165 miles north of Los Angeles and just 17 miles off State Route 99. The City is approximately 17.7 square miles and is situated in the eastern edge of the fertile San Joaquin Valley, an agricultural region of statewide and national importance.

Preliminary Timeline

RFP Announced	July 19, 2024
Deadline for RFP Questions	August 27, 2024 by 2:00 P.M.
Proposals Due	August 30, 2024, by 4:00 P.M.
Interviews (if needed)	September 9, 2024
Council Approval	September 17, 2024 or soon thereafter

Proposal Requirements

- Cover Letter:** Maximum of two pages serving as an executive summary which shall include an understanding of scope of services.
- Brief Company Profile.** General company information including number of employees, location of company headquarters and branch offices, number of years in business and organization. Describe the general qualification of the consultant as they relate to the work proposed in the RFP.
- Organization and Staffing.** Provide a list of consultant's employees and agents which the consultant anticipates assigning to this project.
- Description and Approach.** The proposal should demonstrate the Consultant's knowledge of the needs and objectives of the work proposed under this RFP.
- Cost Proposal.** The cost proposal shall include the hourly rate for services. Include any sub-consultant fee schedule, if applicable. This should include hourly billable cost of each team member; Senior Planner, Associate Planner, etc.
- Resume, Relevant Project/Services with References.** Provide resumes of the individual(s) from the Proposer's firm or entity that will be directly responsible for carrying out the contract, references to include name, address, contact person and phone number of the municipality/company, length of time services were provided, and a description of the services provided.

RFP Questions

To assist firms interested in submitting proposals to the City for contract planning services, clarification questions may be submitted to Claudia Calderon by email at ccalderon@ci.Porterville.ca.us by August 27, 2024. **Include “RFP Questions” in the subject line of the email.**

RFP Location on the City Website

www.ci.Porterville.ca.us (Bid Documents)

Publicpurchase.com

Proposal Submittal

The consultant shall submit its proposal via email to ccalderon@ci.porterville.ca.us with “Contract Planning Services-Proposal” in the subject line or through the public purchase website at publicpurchase.com.

The chosen consultant will be expected to execute a standard City agreement, attached as Exhibit A hereto. Any requested revisions to the agreement must be included with the proposal.

EXHIBIT A
CITY OF PORTERVILLE
AGREEMENT FOR SERVICES

THIS AGREEMENT, made and entered into this ____ day of _____, 20__, between the City of Porterville, a municipal corporation, hereinafter referred to as "City" and _____, hereinafter referred to as "Consultant". In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. **SCOPE OF SERVICES.** Consultant agrees to perform the services set forth in Exhibit A "SCOPE OF SERVICES" and made a part hereof. Consultant shall perform all of these services to the satisfaction of the City. Consultant represents and warrants that it has the qualifications, experience, licenses and facilities to properly perform said services in a thorough, competent and professional manner and shall, at all times during the term of this Agreement, have in full force and effect, all licenses required of it by law.
2. **STATUS OF CONSULTANT.** Consultant is, and shall at all times, remain as to the City a wholly independent contractor. The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Neither City nor any of its officers, employees or agents shall have control over the conduct of Consultant or any of Consultant's officers, employees or agents, except as set forth in this Agreement. Consultant shall not at any time or in any manner represent that it or any of its officers, employees or agents are in any manner officers, employees or agents of the City. Consultant shall not incur or have the power to incur any debt, obligation or liability whatever against City, or bind City in any manner. Consultant shall not disseminate any information or reports gathered or created pursuant to this Agreement without the prior written approval of City except information or reports required by government agencies to enable Consultant to perform its duties under this Agreement.
3. **CONSULTANT KNOWLEDGE OF APPLICABLE LAWS.** Consultant shall keep itself informed of and comply with all applicable federal, state and local laws, statutes, codes, ordinances, regulations and rules in effect during the term of this Agreement. Consultant shall obtain any and all licenses, permits and authorizations necessary to perform the services set forth in this Agreement. Neither City, nor any elected or appointed boards, officers, officials, employees or agents of City, shall be liable, at law or in equity, as a result of any failure of Consultant to comply with this section.
4. **PERSONNEL.** Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff assigned to perform the services hereunder. The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Neither City, nor any elected or appointed boards, officers, officials, employees or agents of City, shall have control over the conduct of Consultant or any of Consultant's officers, employees or agents, except as set

forth in this Agreement.

Consultant shall not at any time or in any manner represent that Consultant or any of Consultant's officers, employees or agents are in any manner officials, officers, employees or agents of City. Neither Consultant, nor any of Consultant's officers, employees or agents, shall obtain any rights to retirement, health care or any other benefits which may otherwise accrue to City's employees. Consultant expressly waives any claim Consultant may have to any such rights.

5. **COMPENSATION AND METHOD OF PAYMENT.** Compensation and reimbursement to the Consultant shall be as set forth in Exhibit A attached hereto and made a part hereof. The total compensation, including reimbursement for actual expenses, shall not exceed \$_____ unless additional compensation is approved in writing by the City Council or City Manager. Payments shall be made within thirty (30) days after receipt of each invoice as to non-disputed fees. If the City disputes any of Consultant's fees, it shall give written notice to Consultant in (thirty) 30 days of receipt of an invoice of any disputed fees set forth on the invoice.
6. **ADDITIONAL SERVICES OF CONSULTANT.** Consultant shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the City Council. Consultant shall be compensated for any additional services in the amounts and in the manner as agreed to by the City Council and Consultant at the time City's written authorization is given to Consultant for the performance of said additional services.
7. **ASSIGNMENT.** The expertise and experience of Consultant are material considerations for this Agreement. City has an interest in the qualifications of and capability of the persons and entities who will fulfill the duties and obligations imposed upon Consultant under this Agreement. In recognition of that interest, Consultant shall not assign or transfer any of portion this Agreement or the performance of any of Consultant's duties or obligations under this Agreement without the prior written consent of the City Council. Any attempted assignment shall be ineffective, null and void, and shall constitute a material breach of this Agreement entitling City to any and all remedies at law or in equity, including summary termination of this Agreement.
8. **FACILITIES AND RECORDS.** Consultant shall maintain complete and accurate records with respect to sales, costs, expenses, receipts and other such information required by City that relate to the performance of services under this Agreement. Consultant shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Consultant shall provide free access to the representatives of City, or its designees, at reasonable times to such books and records, shall give City the right to examine and audit said books and records, shall permit City to make transcripts there from as necessary, and shall allow

inspection of all work, data, documents, proceedings and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of five years after receipt of final payment.

9. TERMINATION OF AGREEMENT. This Agreement will commence on _____, ____ and shall terminate on _____, _____, unless otherwise extended by written agreement of the parties. This Agreement may be terminated with or without cause by either party upon ten (10) days written notice. In the event of such termination, Consultant shall be compensated for non-disputed fees under the terms of this Agreement up to the date of termination.
10. COOPERATION BY CITY. All public information, data, reports, records, and maps as are existing and available to City as public records, and which are necessary for carrying out the work as outlined in the Scope of Services, shall be furnished to Consultant in every reasonable way to facilitate, without undue delay, the work to be performed under this Agreement.
11. OWNERSHIP OF DOCUMENTS. Upon satisfactory completion of, or in the event of termination, suspension or abandonment of, this Agreement, all original maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents prepared in the course of providing the services to be performed pursuant to this Agreement shall become the sole property of City. With respect to computer files, Consultant shall make available to the City, upon reasonable written request by the City, the necessary computer software and hardware for purposes of accessing, compiling, transferring and printing computer files.
12. RELEASE OF INFORMATION. All information gained by Consultant in performance of this Agreement shall be considered confidential and shall not be released by Consultant without City's prior written authorization excepting that information which is a public record and subject to disclosure pursuant to the California Public Records Act. Consultant, its officers, employees, agents or subcontractors, shall not without written authorization from the City Manager or unless requested by the City Attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement or relating to any project or property located within the City. Response to a subpoena or court order shall not be considered "voluntary" provided Consultant gives City notice of such court order or subpoena.

If Consultant or any of its officers, employees, Consultants or subcontractors does voluntarily provide information in violation of this Agreement, City has the right to reimbursement and indemnity from Consultant for any damages caused by Consultant's conduct, including the City's attorney's fees.

Consultant shall promptly notify City should Consultant, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition,

request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed hereunder or with respect to any project or property located within the City. City retains the right, but has no obligation, to represent Consultant and/or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Consultant. However, City's right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

13. CONFLICTS OF INTEREST. Consultant covenants that neither Consultant nor any officer or principal of Consultant's firm has any interest in, or shall acquire any interest, directly or indirectly, which will conflict in any manner or degree with the performance of services herein. Consultant further covenants that in the performance of this Agreement, no person having such interest shall be employed by Consultant as an officer, employee, agent, or subcontractor without the express written consent of the City Manager. If required by the City Manager, Consultant's principles, officers, employees or agents shall file disclosure statements pursuant to the Political Reform Act, Government Code Section 87200.

City understands and acknowledges that Consultant is, as of the effective date of this Agreement, independently involved in the performance of non-related services for other governmental agencies and private parties. Consultant is unaware of any stated position of City relative to such projects. Any future position of City on such projects shall not be considered a conflict of interest for purposes of this section, unless otherwise required by law.

14. DEFAULT. In the event that Consultant is in default under the terms of this Agreement, the City shall not have any obligation or duty to continue compensating Consultant for any work performed after the date of default and may terminate this Agreement immediately by written notice to the Consultant. Default shall mean any failure to comply with any covenant, condition or term of this Agreement.
15. INDEMNIFICATION. **To the fullest extent permitted by law**, CONSULTANT shall indemnify, defend, and hold harmless the CITY, its officers, employees, agents and volunteers ("City Indemnitees"), from and against any and all causes of action, claims, liabilities, obligations, judgments, or damages, including reasonable legal counsels' fees and costs of litigation ("claims"), arising out of the CONSULTANT's performance of its obligations under this agreement or out of the operations conducted by CONSULTANT, including the CITY's active or passive negligence, except for such loss or damage arising from the sole negligence or willful misconduct of the CITY. In the event the City Indemnitees are made a party to any action, lawsuit, or other adversarial proceeding arising from CONSULTANT's performance of this agreement, CONSULTANT shall provide a defense to the City Indemnitees, or at the City's option, reimburse the City Indemnitees their costs of defense, including reasonably legal counsels' fees, incurred in defense of such claims.

If pursuant to this agreement, CONSULTANT is providing design professional services, the above paragraph and any provisions, clauses, covenants, and agreements contained in, collateral to, or affecting this agreement, that purports to indemnify, including the duty and the cost to defend, the indemnitee by a design professional against liability for claims against the indemnitee, shall be unenforceable, except to the extent that the claims against the indemnitee arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the design professional. In no event shall the cost to defend charged to the design professional exceed the design professional's proportionate percentage of fault. However, notwithstanding the previous sentence, in the event one or more defendants is unable to pay its share of defense costs due to bankruptcy or dissolution of the business, the design professional shall meet and confer with other parties regarding unpaid defense costs. The duty to indemnify, including the duty and the cost to defend, is limited as provided in this section. This section shall not be waived or modified by contractual agreement, act, or omission of the parties. Contractual provisions, clauses, covenants, or agreements not expressly prohibited herein are reserved to the agreement of the parties.

For purposes of this section, "design professional" includes all of the following:

- A. An individual licensed as an architect pursuant to Chapter 3 (commencing with Section 5500) of Division 3 of the Business and Professions Code, and a business entity offering architectural services in accordance with that chapter.
- B. An individual licensed as a landscape architect pursuant to Chapter 3.5 (commencing with Section 5615) of Division 3 of the Business and Professions Code, and a business entity offering landscape architectural services in accordance with that chapter.
- C. An individual registered as a professional engineer pursuant to Chapter 7 (commencing with Section 6700) of Division 3 of the Business and Professions Code, and a business entity offering professional engineering services in accordance with that chapter.
- D. An individual licensed as a professional land surveyor pursuant to Chapter 15 (commencing with Section 8700) of Division 3 of the Business and Professions Code, and a business entity offering professional land surveying services in accordance with that chapter.

The provisions of this section pertaining to the duty and cost to defend shall not apply to either of the following:

- A. Any contract for design professional services, or amendments thereto, where a project-specific general liability policy insures all project participants for general liability exposures on a primary basis and also covers all design professionals for their legal liability arising out of their professional services on a primary basis.

- B. A design professional who is a party to a written design-build joint venture agreement.
16. INSURANCE. The Consultant agrees to maintain in force at all times the following insurance with a current A.M. Best's rating of no less than A:VII:
- A. Worker's Compensation insurance covering employees of the Consultant in such amounts as required by law.
 - B. Commercial General Liability insurance in the amount of Two Million Dollars (\$2,000,000), naming the City as an additional insured.
 - C. Professional liability insurance in an amount of Two Million Dollars (\$2,000,000).
 - D. Errors and Omissions liability insurance in the amount of Two Million Dollars (\$2,000,000) per occurrence.
 - E. Automobile liability insurance in the amount of Two Million Dollars (\$2,000,000) per accident for bodily injury and property damage.
 - F. Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either: the Consultant shall reduce or eliminate such deductible or self-insured retentions as respects the City, its officials, employees and volunteers; or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
 - G. The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:
 - 1. The City, its officers, officials, employees and volunteers to be covered as insureds as respects: liability arising out of activities performed by or on behalf of the Consultant; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; or automobiles owned, leased, hired or borrowed by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees or volunteers.
 - 2. For any claims related to this project, the Consultant'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 Consultant, its officers, officials, employees or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.
 - 3. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City,

its officers, officials, employees or volunteers.

4. The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
 5. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after (30) day's prior written notice by Certified Mail, Return Receipt Requested, has been given to the City.
 - H. Consultant shall furnish the City Clerk annually with original endorsements affecting coverage required by this clause. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The endorsements are to be on forms provided by the City. All endorsements are to be received and approved by the City before work commences. As an alternative to the City forms, the Consultant's insurer may provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications in the form of a Certificate of Insurance.
17. NON-DISCRIMINATION CLAUSE. Consultant shall not discriminate, in any way, against any person on the basis of race, religious creed, color, national origin, ancestry, sex, sexual orientation, age, physical handicap, medical condition, marital status, or any other classification protected by law in connection with or related to the performance of this Agreement and shall comply with the provisions of the State Fair Employment Practices Act as set forth in Part 4.5 of the Division 2 of the California Labor Code; the Federal Civil Rights Act of 1964, as set forth in Public Law 88- 352, and all amendments thereto; Executive Order No. 11246; and all administrative rules and regulations issued pursuant to such acts and order.
 18. FEDERAL IMMIGRATION AND NATIONALITY ACT. To the extent required by all applicable laws, Consultant hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act. Should Consultant so employ unauthorized persons for the performance of work and/or services covered by this contract, and should the Federal Government impose sanctions against the City for such use of unauthorized persons, Consultant hereby agrees to, and shall, reimburse City for the cost of all such sanctions imposed, together with any and all costs, including attorneys' fees, incurred by the City in connection therewith.
 19. ENTIRE AGREEMENT. This Agreement is the complete, final, entire, and exclusive expression of the Agreement between the parties hereto and supersedes any and all other agreements, either oral or in writing, between the parties with respect to the subject matter herein. Each party to this Agreement acknowledges that no representations by any party which are not embodied herein and that no other agreement, statement, or promise not contained in this Agreement shall be valid and

binding.

20. NO PRESUMPTION RE: DRAFTER. The parties acknowledge and agree that the terms and provisions of this Agreement have been negotiated and discussed between the parties and their attorneys, and this Agreement reflects their mutual agreement regarding the same. Because of the nature of such negotiations and discussions, the parties agree that it would be inappropriate to deem any party to be the drafter of this Agreement, and therefore no presumption for or against validity or as to any interpretation hereof, based upon the identity of the drafter shall be applicable in interpreting or enforcing this Agreement.
21. ASSISTANCE OF COUNSEL. Each party to this Agreement warrants to each other party, as follows:
 - A. That each party either had the assistance of counsel or had counsel available to it, in the negotiation for, and execution of, this Agreement, and all related documents; and
 - B. That each party has lawfully authorized the execution of this Agreement.
22. GOVERNING LAW. The City and Consultant understand and agree that the laws of the State of California shall govern the rights, obligations, duties and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement. This Agreement is entered into and is to be performed in Tulare County, California.
23. MODIFICATION OF AGREEMENT. The terms of this Agreement can only be modified in writing approved by the City Council and the Consultant. The parties agree that this requirement for written modifications cannot be waived and any attempted waiver shall be void.
24. AUTHORITY TO EXECUTE. The person or persons executing this Agreement on behalf of Consultant warrants and represents that they have the authority to execute this Agreement on behalf of his/her/their corporation and warrants and represents that he/she/they has/have the authority to bind Consultant to the performance of its obligations hereunder.
25. NOTICES. All notices required or permitted to be given pursuant to this Agreement shall be in writing and shall be personally delivered, or sent by facsimile and certified mail, postage prepaid and return receipt requested, on the party to be notified, addressed as follows:

To City
Attention:
City of Porterville
291 N Main St.

Porterville, CA 93257

To Consultant

Attention: Consultant Contact

Consultant Name

Consultant Mailing Address

The notices shall be deemed to have been given as of the date of personal service, or three (3) days after the date of deposit of the same in the custody of the United States Postal Service.

26. SEVERABILITY. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of the other provisions of this Agreement.
27. MEDIATION. In the event of a dispute between the parties, and prior to the commencement of any litigation, the parties agree to engage in good faith efforts to mediate the dispute, and to mutually agree on a mediator for that purpose.
28. ATTORNEYS' FEES. If any litigation is commenced between the parties to this Agreement concerning the Agreement or the rights and duties of either in relation to the Agreement, the party prevailing in that litigation shall be entitled, in addition to any other relief that may be granted in the litigation, to a reasonable sum as and for its attorneys' fees in the litigation, which shall be determined by the court in that litigation or in a separate action brought for that purpose.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

City of Porterville

Consultant Name

Martha A. Flores, Mayor

Name, Title



PROPOSAL

CITY OF PORTERVILLE
CONTRACT PLANNING SERVICES
RFP # 24/25-SR1974

AUGUST 30, 2024

www.provostandpritchard.com • (559) 449-2700

PROVOST &
PRITCHARD

PROVOST & PRITCHARD CONSULTING GROUP

455 W Fir Ave • Clovis, CA 93611 • (559) 449-2700
www.provostandpritchard.com

August 30, 2024

Claudia Calderon
Community Development Director
City of Porterville
291 N Main St.
Porterville, CA 93257
ccalderon@ci.porterville.ca.us

RE: Request for Proposals for Contract Planning Services

Ms. Calderon,

The relationship between the planning staff at the City of Porterville (City) and Provost & Pritchard Consulting Group (Provost & Pritchard) dates back to 2007, when we first began assisting the City with entitlement review and processing. Over the years, our focus shifted to preparing environmental documents. In early 2021, the Interim Community Development Director approached us—based on the recommendation of the former Community Development Director—to help fill an immediate and presumably temporary need. It has now been our pleasure to provide contract city planning services for the past three and a half years. During that time, we have forged relationships with staff, Councilmembers, and members of the community. The atmosphere of departmental collaboration at the City has allowed us to fit seamlessly into the role, and the environment encourages constructive interaction between staff, the Council, and project stakeholders.

We would very much like to continue this relationship. While Jeff O’Neal will continue to lead the Provost & Pritchard team, he will be supported by the key staff highlighted in this Proposal, as well as others throughout the company as additional technical expertise becomes necessary.

Our proposal demonstrates our expertise in working on similar projects for both the City and similar municipalities. We offer:

- **History and Experience.** Since the inception of our relationship with the City, our planning group has grown to 15 planners and five biologists. In addition to increasing the size of our staff, we have also expanded the types of services we offer to better assist our clients. We currently have staff with experience in Land Use Planning, Long-Range Planning, Environmental Planning, and Biological Resources Evaluations. We are also familiar with the City’s requirements, policies, and regulations that must be adhered to throughout each task we undertake.
- **Local Presence.** We will continue to provide planning services from our Clovis and Visalia office locations, as well as in-house at the City’s facilities as needed. These options allow our team to be responsive both in-person, and remotely.
- **Staff Resources.** I will be supported by Sara Allinder, AICP, who will provide quality assurance and quality control (QA/QC) for our work. Ms. Allinder is currently leading the effort to update the City’s Environmental Justice element of its General Plan. Associate Planner Wyatt Czesinski, who has worked alongside Jeffrey O’Neal, AICP and Ms. Allinder for nearly 150 hours on various City projects, will also serve as a key team member under this contract. Heather Bashian, PE will not only serve as the Principal-in-Charge, available to manage contract and staffing logistics, but is also available to provide engineering insight related to municipal infrastructure planning needs. Additionally, Provost & Pritchard employs nearly 300 specialized staff throughout our nine California office locations, giving the City access to a wide variety of subject matter experts as needs arise.
- **Communication.** Regular meetings and communication with staff have been integral to the success of the current relationship. I will maintain and enhance, where necessary, open lines of communication, be available for staff consultation throughout each task.

General project tasks have included regular check-in meetings with planning staff to discuss project status, new items proposed for review, and other relevant topics; participation in Project Review Committee meetings and Pre-Project Review Committee meetings; participation in, and in some cases overseeing, public hearings of the Parcel Map Committee; consultation with staff and meetings with applicants regarding private development projects; interaction with staff from all City departments as well as outside agencies regarding projects or other relevant subjects; and attendance (both remote and in person) at City Council meetings to present or provide information about complex projects. Specific activities are discussed in more detail in the attached proposal.

In closing, I want to express my commitment to continuing our partnership with the City of Porterville. I hope you agree that we have demonstrated a breadth and depth of experience and knowledge that meets your evolving needs. With the strength of Provost & Pritchard's experienced team, our local presence, and our focus on clear and open communication, I am confident that we can continue to navigate your projects through all regulatory landscapes successfully. I look forward to the opportunity to build on the solid foundation we've established and to contribute to the ongoing growth and prosperity of the City.

Respectfully,

A handwritten signature in blue ink, appearing to read "Jeffrey O'Neal".

Jeffrey O'Neal, AICP
Principal Planner

A handwritten signature in blue ink, appearing to read "Heather Bashian".

Heather Bashian, PE
Principal-in-Charge

CITY OF PORTERVILLE

CONTRACT PLANNING SERVICES

RFP # 24/25-SR1974

Proposal

August 30, 2024

Prepared for:

CITY OF PORTERVILLE

Claudia Calderon
Community Development Director
291 N. Main Street
Porterville, CA 93257
ccalderon@ci.porterville.ca.us

Submitted by:

PROVOST & PRITCHARD CONSULTING GROUP

455 W. Fir Avenue
Clovis, CA 93611
Phone: (559) 449-2700

www.provostandpritchard.com

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COMPANY PROFILE

PROVOST & PRITCHARD

Provost & Pritchard began a tradition of excellence in 1968. Over the course of 56 years, Provost & Pritchard has continued to expand the types of services we offer and the reach of our skilled staff with office locations throughout California including Clovis (headquarters), Visalia, Bakersfield, Los Banos, Modesto, Sacramento, San Luis Obispo, Sonoma, and Chico, and in Boise, Idaho. With nearly

300 employees, our staff is diverse in its specialties and includes land use and environmental planners, civil and agricultural engineers, geologists and hydrogeologists, water resources specialists, environmental engineers, Geographic Information System (GIS) specialists, land surveyors, construction managers and field representatives, a comprehensive in-house public outreach team, and support personnel.

This broad range of specialties equips us to better serve our clients in the Central Valley and beyond in the following service areas:

- Planning
- Engineering
- Surveying
- Geographic Information Systems
- Environmental Engineering
- Construction Management

PLANNING

Provost & Pritchard's planners understand how things work on both sides of the counter. We provide services to public and private clients in two main practice areas: **Environmental Compliance & Permitting** and **Community Planning & Design**. Our experience in these two fundamental aspects of planning allows us to guide our clients through complex regulatory landscapes and implement the most appropriate solutions for their projects.

Provost & Pritchard's past and present performance demonstrate that our team is well-qualified to provide an outstanding level of service to our clients. Below is a list of some of our capabilities and services we provide.

ENVIRONMENTAL PLANNING & REVIEW

- Preparation and peer review of California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA) documents
- In-house technical expertise and support, including air quality modeling, biological surveys and wetland delineations, geological and soils analysis, hazards and hazardous materials testing and remediation, hydrological studies, traffic analysis, water quality testing, and water supply assessments
- Regulatory consultation and permit facilitation through local, regional, State, and federal agencies
- Mitigation monitoring and compliance

COMMUNITY PLANNING & DESIGN

- General plans, community plans, and specific plans
- Zoning and subdivision ordinances
- Subdivision and site plan design
- Special planning and related studies and reports
- Graphic design and informational materials
- Annexations and municipal service reviews

LOCAL AGENCY STAFFING

- Review and processing of planning and development applications
- Staff report, resolution, and ordinance preparation and presentation
- Day-to-day planning and development department management and operations
- Staff liaison to committees and community groups
- Local Agency contract staffing
- Municipal service reviews, annexations, and special district boundary adjustments

ORGANIZATION AND STAFFING



JEFFREY O'NEAL, AICP – PRINCIPAL PLANNER **PROJECT MANAGER, DESIGNATED CONTRACT CITY PLANNER**

Jeffrey O'Neal, AICP has been providing contract planning services to the City of Porterville since 2021. Mr. O'Neal has 23 years of experience in the planning field, focusing on municipal and land development planning and environmental analysis. As a lifelong resident of the San Joaquin Valley, he has a vested interest in seeing that good planning practices and principles are a part of every project. With experience in both the public and private sectors, he understands the perspectives of developers and the local agencies they work with. Mr. O'Neal is an excellent communicator and an experienced project manager, working effectively to move projects forward while involving large groups with diverse interests. In addition to his land use planning experience, Mr. O'Neal has prepared, processed, and reviewed many documents of varying complexity pursuant to the CEQA and the NEPA. He has worked with the Fresno, Kern, Madera, Tulare, Mariposa, and Colusa Local Agency Formation Commissions (LAFCo) on numerous occasions to facilitate annexations, annexation extensions, sphere of influence amendments, and municipal service reviews. Mr. O'Neal has been a member of the American Institute of Certified Planners since 2007 and currently serves on the Board of the Central Section of the California Chapter of the American Planning Association as Legislative Liaison.

To date, Jeff O'Neal has spent more than 1,280 hours providing contract planning services to the City of Porterville.



HEATHER BASHIAN, PE, QSD – PRINCIPAL ENGINEER **PRINCIPAL-IN-CHARGE**

Heather Bashian, PE, QSD, is a Principal Engineer with over 20 years of municipal infrastructure planning and design, master planning, and grant writing and administration experience. She has been involved with projects related to all aspects of municipal infrastructure. She has managed multi-million-dollar design and construction projects with multi-disciplinary teams, including engineering, environmental and long-range planning, biological resources, and archeological services. She has been the Director of Operations for the planning and biological resources division of the firm for seven years, verifying staff resource allocations for projects, overseeing implementation of the firm's quality assurance and quality control policy, and managing project budgets and schedules to uphold compliance with both the project's contract and the firm's project management policy.



SARA ALLINDER, AICP – PRINCIPAL PLANNER

QA/QC

Sara Allinder, AICP, has more than 23 years of professional experience, currently serving as Principal Planner. Throughout her career, she has actively participated in and led the development of multiple general plans and development code updates. Ms. Allinder has also provided contract staffing services for numerous local planning agencies in the San Joaquin Valley and understands how the policies and regulations outlined in general plans and zoning codes are implemented in day-to-day operations at the counter.

Ms. Allinder is currently managing an update to the City of Porterville General Plan, focused on bringing the General Plan into compliance with recent State legislation, including climate adaptation and environmental justice.



WYATT CZESHINSKY – ASSOCIATE PLANNER

ASSOCIATE PLANNER

Wyatt Czesinski has more than four years of professional experience and currently serves as Associate Planner. He has experience in contract staffing and has been involved in preparing municipal codes, processing site plan reviews, use permits, and other land use entitlements. His work also includes drafting CEQA documents, updating general plans, writing staff reports, and drafting resolutions for various types of projects, including wastewater, agricultural, flood control, commercial, and residential projects.

The City of Porterville is in the process of updating its development code. As a part of this effort, Mr. Czesinski drafted a new version of the City's subdivision ordinance for review by the City of Porterville. Updating the City's subdivision ordinance will allow it to take a more streamlined approach to content within the City's development code and better align it with State law.



DESCRIPTION AND APPROACH

In response to the City of Porterville’s need for contract planning services, Provost & Pritchard proposes a continuation of the approach that has been successfully implemented over the past three years. Given the current staff shortages within the City’s Planning Division and ongoing challenges in recruiting a management-level planner, it is essential to provide consistent and reliable support to ensure the smooth functioning of the Planning Division.

Over the past three years, Jeff O’Neal has played a crucial role in maintaining the City’s planning services, and this proposal seeks to build upon that foundation. Our approach focuses on delivering high-quality, responsive, and integrated planning services that align with the City’s needs and expectations.

Our goal is to continue integrating with the City’s existing processes and workflows. This will begin with a detailed reorientation, allowing us to fully understand current priorities, ongoing projects, and any new or specific requirements the City may have. Already established are regular communication, scheduled check-ins, attendance at City Council meetings and on-demand support through phone calls and emails to ensure tasks are aligned with the City’s objectives and that challenges are addressed promptly.

To maintain continuity and minimize the learning curve, Mr. O’Neal will continue in his lead role. Our team will assist with processing entitlements, assist in the Project Review Committee process, and contribute to the preparation of long-range planning documents. We will continue to provide peer reviews of CEQA and NEPA environmental documents, helping to ensure compliance with legal requirements and timely submission to the State Clearinghouse. Staff reports, including findings, conditions of approval, and resolutions, ordinances, and other attachments will be prepared with the same attention to detail and quality that the City has come to expect.

As requested by the City, our planners will attend City Council meetings, as well as meetings with applicants and other City departments, to present projects and provide professional input. Additionally, we will support community outreach efforts, assisting with the organization and facilitation of stakeholder workshops and ensuring that the community is engaged in the planning process.

Throughout this engagement, we will maintain a strong focus on quality control. All documents will undergo thorough internal reviews to ensure they meet the City’s standards before submission. Invoicing will be handled with transparency, providing detailed reports on work hours for accurate tracking and billing of individual tasks or projects as directed by the City.

Our approach is designed to be flexible and responsive, adapting to the City’s evolving needs while completing projects efficiently and to the highest standard. By continuing the proven practices established by Mr. O’Neal, we are confident we can provide the City of Porterville with the professional planning support it requires during this critical period.

Over the past three years, Jeff O’Neal has played a crucial role in maintaining the City’s planning services, and this proposal seeks to build upon that foundation. Our approach focuses on delivering high-quality, responsive, and integrated planning services that align with the City’s needs and expectations.

COST PROPOSAL

This schedule supersedes previously published fee schedules as of the effective date of January 1, 2024.

Multi-year contracts are subject to any subsequent changes in these rates.

Assistant Planner	\$97.00 – \$117.00
Associate Planner	\$124.00 – \$145.00
Senior Planner	\$152.00 – \$180.00
Principal Planner	\$188.00 – \$218.00

REFERENCES



ONGOING CONSULTING SERVICES/ CONTRACT CITY PLANNER CITY OF PORTERVILLE

Reference:

Jason Ridenour, Deputy City Manager
City of Porterville
291 N Main Street, Porterville, CA 93257
Phone: (559) 782-7460

Length of time services have been provided: 3 years to date

Since the inception of our current planning contract, Mr. O'Neal has had a standing weekly meeting with Planning staff to discuss new or ongoing projects, provide interpretations and direction about code and statutory provisions, and take on new tasks.

Since the inception of the current planning contract, Mr. O'Neal has had a standing weekly meeting with Planning staff to discuss new or ongoing projects, provide interpretations and direction about code and statutory provisions, and take on new tasks. Most weeks, the Planning Division conducts a Pre-Project Review Committee meeting and a Project Review Committee meeting, at which staff from all City departments convene to provide project comments and present those comments to project applicants. Mr. O'Neal participates in these regular meetings as well as standalone meetings with staff and developers regarding their projects. He advises staff on project processing and reviews staff reports, resolutions, and other attachments prior to their including in City Council agendas. He reviews all CEQA documents prepared by staff and consultants to help ensure compliance with environmental laws. He has a larger role in document preparation and presentation for more complicated or controversial projects such as the Laurelwood-Brookside (Lombardi) Subdivision, for which Mr. O'Neal reviewed the project environmental impact report and provided the mandatory responses to comments, prepared the staff report, resolutions, and ordinance, and presented the item to City Council for approval. He assisted in the preparation of applications to the Tulare LAFCo and presented the item to LAFCo to facilitate annexation. Similarly, Mr. O'Neal prepared the City Council materials and presented the Sierra Meadows 4 & 5 project and the Crestview Park subdivision to the City Council. He advised the City regarding LAFCo processes for the Citrus Blossom project, including preparation of a CEQA addendum and expanding the City's sphere of influence. He has advised the city regarding numerous parcel maps and has sat in for the Zoning Administrator to lead the Parcel Map Committee at its public hearings. He has prepared and reviewed and edited numerous ordinance amendments and advised the City on more obscure subjects such as cannabis permitting, alcoholic beverage licensing, accessory dwelling units, and urban lot splits. He has assisted with review of the City's 6th-Cycle Housing Element and its Multi-Jurisdictional Local Hazard Mitigation Plan.



ONGOING CONSULTING SERVICES/ COMMUNITY DEVELOPMENT DIRECTOR CITY OF PARLIER

Reference:

Bertha Escalera, Assistant City Manager
City of Parlier
1100 E Parlier Ave, Parlier, CA 93648
Phone: (559) 646-3545

Length of time services have been provided: 7 years to date

Mr. O’Neal began serving as the City Planner for Parlier on a contract basis in November 2016. In December 2023, he was awarded a contract to serve as Community Development Director. His primary duties have included reviewing commercial, industrial, and residential development proposals; processing of tentative maps, parcel maps, and final maps; and review and updates to the City’s development application process and fee structure. He has facilitated approval and operation of new national and local retailers and food service businesses and assisted the City Attorney with development of the City’s cannabis control ordinance. He prepares or reviews all CEQA documents associated with public and private projects in the City. He is currently working with Community Development staff and other City consultants to streamline the City’s development processes and fee structure. Mr. O’Neal attends meetings of the City Council to present project information and respond to questions that may arise regarding the City’s development processes and related subjects.



ONGOING CONSULTING SERVICES/ CONTRACT CITY PLANNER CITY OF MENDOTA

Reference:

Cristian Gonzalez, City Manager
City of Mendota
643 Quince Street, Mendota, CA 93640
Phone: (559) 655-3291

Length of time services have been provided: 16 years to date

Mr. O’Neal has been providing contract city planning services to the City of Mendota since 2008. These services have included reviewing and processing entitlement applications consistent with State planning and zoning law and applicable City codes, plans, and standards. His responsibilities have included providing front counter assistance to the public, coordinating with staff to implement the goals and policies of the General Plan, and preparing reports, resolutions, and ordinances for consideration by the Planning Commission and City Council. He attends meetings of the Commission and Council as needed to present items and respond to questions. He has prepared major ordinance updates affecting regulatory processes both as required by statutory changes as well as to expedite and simplify processing. Mr. O’Neal also assisted the City’s consultants with preparation of the City’s 2025 General Plan Update, adopted in 2009; the River Ranch Specific Plan, adopted in 2013; and the Fresno County Multi-Jurisdictional Housing Element, adopted in 2016. He is currently assisting the City with adoption of the 6th Cycle Housing Element.

KEY STAFF RESUMES

The following pages contain resumes of key team members, all of whom are either currently serving the City of Porterville or have served the City on projects in the past.



Jeffrey O'Neal, AICP

Principal Planner

23 years of experience

Office Location: Clovis

PROVOST &
PRITCHARD

EDUCATION

B.A. Geography, California State University, Fresno

REGISTRATION/CERTIFICATIONS

American Institute of Certified Planners #021890

AFFILIATIONS

American Planning Association (APA)

AREAS OF EXPERTISE

Municipal Planning

Environmental Compliance

Land Development Planning

LAFCo Procedures

Subdivision Map Act

PROFESSIONAL SUMMARY

Jeff O'Neal has more than 23 years of experience in the planning field. He currently serves as a Principal Planner focusing on municipal planning, environmental planning, and LAFCo processes. As a lifelong resident of the San Joaquin Valley, he has a vested interest in seeing that good planning practices and principles are a part of every project, and as a planner with both public and private sector experience, he understands the perspectives of developers and the local agencies they work with. He is an excellent communicator and an experienced project manager, working effectively to move projects forward while involving large groups of diverse interests. As part of his land use planning experience, Mr. O'Neal has prepared, processed, and reviewed many documents of varying complexity pursuant to the California Environmental Quality Act (CEQA) and the National Environmental Policy Act (NEPA). He has worked with Fresno, Kern, Madera, Tulare, Mariposa, and Colusa Local Agency Formation Commissions (LAFCo) on numerous occasions to facilitate annexations, annexation extensions, sphere of influence amendments, and municipal service reviews. Mr. O'Neal has been a member of the American Institute of Certified Planners since 2007. He currently sits on the Board of Directors of the Central Section of the California Chapter of the American Planning Association as Legislative Liaison.

RELEVANT EXPERIENCE

Ongoing Consulting Services, City of Porterville, Tulare County, California, Contract City Planner

Since 2021, Mr. O'Neal has served as the City Planner for Porterville on a contract basis. He currently has a standing weekly meeting with Planning staff to discuss new or ongoing projects, provide interpretations and direction about code and statutory provisions, and take on new tasks. Most weeks, the Planning Division conducts a Pre-Project Review Committee meeting and a Project Review Committee meeting, at which staff from all City departments convene to provide project comments and present those comments to project applicants. Mr. O'Neal participates in these regular meetings as well as standalone meetings with staff and developers regarding their projects. He advises staff on project processing and reviews staff reports, resolutions, and other attachments prior to their including in City Council agendas. He reviews all CEQA documents prepared by staff and consultants to help ensure compliance with environmental laws. For more complicated or controversial projects, he has a larger or primary role in document preparation and presents these projects to City Council. This has included projects such as the Laurelwood-Brookside (Lombardi) Subdivision, the Sierra Meadows 4 & 5 Project, and the Crestview Park Subdivision. He has assisted in the preparation of applications to the Tulare County Local Agency Formation Commission (LAFCo) and presented items to LAFCo to facilitate annexation. He advised the City regarding LAFCo processes for the Citrus Blossom project, which included preparation of a CEQA addendum and expansion of the City's sphere of influence. He has advised the city regarding numerous parcel maps and has sat in for the Zoning Administrator to lead the Parcel Map Committee at its public hearings. He has prepared and reviewed and edited numerous ordinance amendments and advised the City on more obscure subjects such as cannabis permitting, alcoholic beverage licensing, accessory dwelling units, and urban lot splits. He has advised the City regarding its 6th-Cycle Housing Element and its Multi-Jurisdictional Local

Hazard Mitigation Plan. He serves in an advisory role to the Community Development Director in matters related to the administration and interpretation of the Porterville Development Ordinance and State laws.

Environmental Document for 2015-2023 Housing Element, City of Porterville, Tulare County, California, Project Manager

This project consisted of preparation of a negative declaration for use by the City of Porterville in the adoption of its 2015-2023 Housing Element Update. Mr. O'Neal utilized the mitigation measures and policies adopted during the City's previous General Plan Update process to establish that any potentially significant impacts resulting from adoption of the new Housing Element were already addressed within the General Plan Environmental Impact Report. This saved the City from the need to establish and adopt new mitigation measures, resulting in savings of time and money. The primary project challenge was ensuring that all potential impacts were in fact addressed within the previous EIR and in the General Plan and that no additional documentation was required.

Ongoing Consulting Services, City of Parlier, Fresno County, California, Contract City Planner

Mr. O'Neal began serving as the City Planner for Parlier on a contract basis in November 2016. In December 2023, he was awarded a contract to serve as Community Development Director. His primary duties have included reviewing commercial, industrial, and residential development proposals; processing of tentative maps, parcel maps, and final maps; and review and updates to the City's development application process and fee structure. He has facilitated approval and operation of new national and local retailers and food service businesses and assisted the City Attorney with development of the City's cannabis control ordinance. He prepares or reviews all CEQA documents associated with public and private projects in the City. He is currently working with Community Development staff and other City consultants to streamline the City's development processes and fee structure. Mr. O'Neal attends meetings of the City Council to present project information and respond to questions that may arise regarding the City's development processes and related subjects. He is currently assisting the City with adoption of its 6th-Cycle Housing Element.

Ongoing Consulting Services, City of Mendota, Fresno County, California, Contract City Planner

Mr. O'Neal has been providing contract city planning services to the City of Mendota since 2008. These services have included reviewing and processing entitlement applications consistent with State planning and zoning law and applicable City codes, plans, and standards. His responsibilities have included providing front counter assistance to the public, coordinating with staff to implement the goals and policies of the General Plan, and preparing reports, resolutions, and ordinances for consideration by the Planning Commission and City Council. He attends meetings of the Commission and Council as needed to present items and respond to questions. He has prepared major ordinance updates affecting regulatory processes both as required by statutory changes as well as to expedite and simplify processing. Mr. O'Neal also assisted the City's consultants with preparation of the City's 2025 General Plan Update, adopted in 2009; the River Ranch Specific Plan, adopted in 2013; and the 5th-Cycle Fresno County Multi-Jurisdictional Housing Element, adopted in 2016. He is currently assisting the City with adoption of its 6th-Cycle Housing Element.

Ongoing Consulting Services, City of Fowler, Fresno County, California, Contract City Planning

Since 2017, Mr. O'Neal has assisted the contract city planner for the City of Fowler as a special project consultant in matters related to subdivisions, application processing, environmental review, annexation, regulatory and statutory interpretation, and code enforcement. Projects have ranged from simple site plan review to major industrial development and annexation of newly mapped areas and school facilities.

City Planner from 2001-2004, City of Dinuba, Tulare County, California, City Planner

This position required performing day-to-day planning services and providing front counter assistance to members of the public. Mr. O'Neal's responsibilities included processing land use applications and preparing ordinances, reports, and environmental documents. In addition, this required review of documents and submittals from other agencies and consultants and providing comments on the City's behalf. While employed at the City of Dinuba, Mr. O'Neal assisted in preparation of the Northwest Dinuba Specific Plan and prepared the City's 2004 Housing Element Update for certification by the California Department of Housing and Community Development. Mr. O'Neal assisted in the annexation of approximately 384 acres to the northwest of the City. This area included an existing subdivision that had been developed in Tulare County, and for which the City had proposed to install new water, wastewater, and lighting infrastructure, along with new sidewalks, curbs, and gutters. The proposal also required the expansion of the City's sphere of influence by approximately 160 acres and resulted in development of a new Tulare County LAFCo policy allowing minor sphere of influence amendments to proceed under certain circumstances without preparation of a new municipal service review. Project challenges included overcoming County residents' concerns about annexation as well as logistical hurdles related to annexation law and the Williamson Act.



Heather Bashian, PE, QSD

Principal Engineer

21 years of experience

Office Location: Clovis

PROVOST &
PRITCHARD

EDUCATION

M.S. Business Administration, National University

B.S. Civil Engineering, California State University, Fresno

REGISTRATION/CERTIFICATIONS

Civil Engineer, California #73075

Qualified SWPPP Developer #00542

AREAS OF EXPERTISE

Regulatory Compliance

Municipal Infrastructure Development

Urban Water Management Plans

Grant Preparation and Administration

Regional Water Management Planning

Stormwater Pollution Prevention Plans (SWPPP)

AFFILIATIONS

American Society of Civil Engineers (ASCE)

PROFESSIONAL SUMMARY

Heather Bashian has more than 21 years of professional experience, currently serving as Principal Engineer. Ms. Bashian has experience with municipal infrastructure planning and design, master planning, and grant writing and administration experience, she has been involved with projects related to all aspects of municipal infrastructure. She has extensive experience in planning and designing engineering for infrastructure projects including water supply and distribution, water main replacements, water metering, wastewater collection and rehabilitation, wastewater lift stations, stormwater collection projects, and recycled/reclaimed water distribution.

RELEVANT EXPERIENCE

On-going Program Management for SAFER Technical Assistant Provider Programs, Statewide for Various Clients, California, Program Manager

Ms. Bashian is the ongoing program manager for Provost & Pritchard's Technical Assistance Provider programs, funded through the State of California, State Water Resources Control Board with a total value of nearly 20 million dollars. The program includes outreach, engineering analyses of alternatives, and preparation of construction documents, environmental documents, and funding assistance applications. The recipients of these efforts are small, disadvantaged communities throughout the State, struggling to deliver safe drinking water supplies or provide safe wastewater collection and disposal to their community members. Since 2017, Ms. Bashian has overseen a growing team of more than forty engineers, planners, and technical staff to achieve these goals.

Urban Water Management Plans and Plan Updates for Various Clients, California, Project Manager/Engineer

Ms. Bashian has led various teams to prepare initial Urban Water Management Plans (UWMPs), the five-year updates to the UWMPs, and Water Shortage Contingency Plan (WSCP) for various cities throughout central California, including Clovis, Fresno, Tulare, and Madera, and for the Bakman Water Company. System sizes for these efforts range from 2,400 to more than 140,000 water service connections. The UWMPs includes a system description, evaluation of historical data, development of water demand and supply projections, documentation of water conservation strategies and successes, and hazard and climate resiliency efforts. The WSCP consists of a six-staged framework for the water purveyor's use in responding to a water shortage including long-term droughts and emergency water supply reduction from natural or manmade disasters. The 2020 plans were adopted and accepted by the Department of Water Resources with little to no comment.

Groundwater Sustainability Plan, South Kings GSA, Kings County, California, Project Manager/Engineer

Ms. Bashian authored and provided coordination for the preparation of the Groundwater Sustainability Plan for five agencies. Topics addressed in the Plan include groundwater conditions, groundwater monitoring, Hydrogeologic Conceptual Model, water budget, groundwater policies, overdraft analysis, development of long-term goals, and conceptual evaluation of overdraft mitigation projects. The project also encompassed community outreach and involvement, including coordinating and conducting community meetings, providing public presentations, and receiving and responding to public comments on the Draft GSP. The GSP was adopted in December 2019 and submitted to DWR in January 2020.

Development Impact Fee Study, South Kings GSA, Kings County, California, Project Manager/Engineer

Ms. Bashian is providing consulting services to prepare a Development Impact Fee Study. This study is being prepared to aid the South Kings Groundwater Sustainability Agency (SKGSA or GSA) in evaluating the costs, on a per acre basis, associated with groundwater recharge needs for future development in each of the five communities that comprise the GSA, including Del Rey Community Service District and the cities of Fowler, Kingsburg, Parlier, and Sanger. Specifically, the study will provide an analytical basis for the establishment of fees to be paid by developers to mitigate the impacts of groundwater extraction for water use associated with future development. With these fees the communities then assume the primary responsibility for implementing the needed mitigation. The study was adopted in October 2021.

On-going Program Management Services, City of Fresno, Fresno County, California, Project Engineer

Ms. Bashian provided consulting services for the City of Fresno's Program Management in conjunction with CH2M Hill. The project spanned several years, and included such duties as overseeing construction management, consulting on program impacts, and grant assistance. The program resulted in policy changes, community participation on a broad scale, and implementation of several milestone projects for the City.

City of Fresno Regional Water System Consolidation Project, Self-Help Enterprises, City of Fresno, Fresno County, California, Project Manager/Engineer

Ms. Bashian is providing technical assistance to the multiple small communities through its partnership with Self-Help Enterprises. The project entails assisting twelve small communities and one school with evaluating the possibility of consolidating their water systems with the City of Fresno. The communities have been separated in to four groups. The first two groups have four communities and one school between them and have had an Engineering Report prepared for each. The design of the recommended improvements is in process and the first group is being funded through Expedited Drinking Water Grant Funding Program. The second group will apply for funding in late 2024. The improvements for the first five consolidations include over 30,000 feet of 16-inch water main to deliver safe drinking water to 129 residences and one elementary school. The next steps in the project include preparing the draft construction documents and environmental documents.

Dakota Avenue and First Street Sewer Rehabilitation and Repair, City of Fresno, Fresno County, California, Project Manager

Ms. Bashian served as the Project Manager for the design of the rehabilitation and repair of sewer mains in the vicinity of Dakota Avenue and First Street. The project includes approximately 1,100 feet of 6-inch diameter vitrified clay pipe (VCP), 3,800 feet of 8-inch diameter VCP, and 800 feet for 12-inch diameter VCP that was constructed in the 1950s. The sewer repairs will replace sections of pipe that have failed or are anticipated to fail in the near term and, once repairs are complete, the rehabilitation will reinforce the structural integrity by preventing additional hydrogen sulfide corrosion through the installation of a cured-in-place (CIPP) liner.



Sara Allinder, AICP

Principal Planner

23 years of experience

Office Location: Clovis

PROVOST &
PRITCHARD

EDUCATION

B.A. Liberal Arts, Major Emphasis: Environmental Science, Minor Emphasis: English, University of California, Riverside

Master of City and Regional Planning, Emphasis in Land Use Planning, California Polytechnic State University, San Luis Obispo

REGISTRATION/CERTIFICATIONS

American Institute of Certified Planners #018445

AFFILIATIONS

American Planning Association (APA)

AREAS OF EXPERTISE

Entitlement Applications

General Plans

Annexations

Contract Staffing

Subdivision Ordinances

Zoning Ordinances

Strategic Implementation Plans

Environmental Review

PROFESSIONAL SUMMARY

Sara Allinder has more than 23 years of professional experience, currently serving as Principal Planner. Throughout her career, she has actively participated in and led the development of multiple general plans and development code updates. Ms. Allinder has also provided contract staffing services for numerous local planning agencies in the San Joaquin Valley and understands how the policies and regulations outlined in general plans and zoning codes are implemented in day-to-day operations at the counter.

RELEVANT EXPERIENCE

Focused General Plan Update, City of Porterville, Tulare County, California, Project Manager

Ms. Allinder is managing an update to the City of Porterville General Plan. The project is focused on bringing the General Plan into compliance with recent State legislation, including climate adaptation and environmental justice. The effort includes preparing a vulnerability assessment as well as conducting a mapping analysis to evaluate access to opportunities or facilities across the community, such as healthy food, parks, and public transit. The focused General Plan update will result in amendments to the existing Public Health and Safety element and the adoption of a new Environmental Justice element.

General Plan Update, City of Fowler, Fresno County, California, Project Director

Ms. Allinder oversaw a comprehensive update to the City of Fowler's General Plan, which was the first comprehensive update to the City's General Plan in forty years. The update included expansion of the City's planning area by about 750 acres and addressed all recent legislative requirements for general plans, including environmental justice and climate adaptation. The General Plan was adopted in April 2023. A Program EIR was also prepared and certified for the adopted General Plan.

Development Code Update, City of Menifee, Riverside County, California, Assistant Project Manager and Zoning Technical Manager

Ms. Allinder established new code regulations for the City of Menifee, including zoning, subdivision, and grading ordinances. The new regulations represent an update to the current standards established Menifee-specific standards and procedures in a user-friendly format that implements the City's first adopted General Plan. Ms. Allinder managed client coordination, public

outreach, analysis of existing regulations, and development of new regulations as part of the comprehensive update effort. The Menifee Development Code received the APA Inland Empire Section Best Practices Award.

Staff Support, City of Modesto, Stanislaus County, California, Senior Planner

Ms. Allinder provided staff support, primarily on current planning projects, for the City of Modesto. Her duties included project management of various entitlement requests, management of environmental consultants, review of facilities master plans, and presentations to the Planning Commission and City Council. She also managed PMC staff planners assigned to work in the City of Modesto providing both on- and off-site support.

Zoning Ordinance Update, City of Fowler, Fresno County, California, Project Manager

Ms. Allinder managed a comprehensive update to the City of Fowler's Zoning Code. The update focused on streamlining the development review process and ensuring compliance with recent housing legislation and the City's Housing Element. One objective of the comprehensive update was to produce a Code that is better organized and easier to understand, which will in turn make it easier to design and propose projects consistent with the City's growth and development goals.

Contract Staffing, City of Madera, Madera County, California, Project Manager

Ms. Allinder provides staff support, primarily on current planning projects, for the City of Madera. Her duties include project management of various entitlement requests, preparation and review of project analyses, reports, and the associated environmental documents, and presentations to the Planning Commission. She also manages Provost & Pritchard staff planners assigned to work in the City of Madera providing both off-site contract staffing support.

Contract Staffing and Application Processing Review and Update, City of Wasco, Kern County, California, Acting Community Development Director

As acting community development director for the City of Wasco, Ms. Allinder managed the day-to-day operations of the planning, building, and code enforcement divisions, prepared department budgets, prepared and presented staff reports to the Planning Commission and City Council, and acted as advisor to the city manager on special issues including high-speed rail. Ms. Allinder also conducted a review of the current entitlement processing procedures, made recommendations for the improvement of entitlement processing, and implemented those recommendations. Process improvements included updates to the Planning and Building fee schedule, which revised existing fees and added new fees reflective of the current planning and building processes.

General Plan Update, City of Modesto, Stanislaus County, California, Assistant Project Manager

Ms. Allinder is currently assisting with a comprehensive update to the City of Modesto's General Plan. This is the first comprehensive update to the City's General Plan in nearly twenty years. The outreach program implements an ambassador-focused outreach effort designed to engage all members of the community, including those that have not traditionally participated in the past. The update will address all recent legislative updates to the requirements for general plans as well as respond to issues identified during outreach. The General Plan Update effort is also being coordinated with the City of Modesto's Housing Plan and 6th Cycle Housing Element.

Zoning and Subdivision Ordinance Update, City of Parlier, Fresno County, California, Project Manager

Ms. Allinder is managing a comprehensive update to the City of Parlier's Zoning and Subdivision Ordinances. The update to the Zoning Ordinance will focus on streamlining the development review process and ensuring compliance with recent housing legislation and the City's Housing Element. One objective of the Zoning and Subdivision Ordinance updates is to produce regulations that are better organized and easier to understand, which will in turn make it easier to design and propose projects consistent with the City's growth and development goals.

General Plan Strategic Implementation Work Plan, County of Mariposa, Mariposa County, California, Assistant Project Manager

Ms. Allinder worked to identify and prioritize primary work tasks for the effective implementation of the existing General Plan. The work plan included the development of preliminary scopes of work for primary work tasks, including anticipated project duration, budget, level of community engagement, and level of CEQA review. The Mariposa County General Plan Strategic Implementation Work Plan received the APA Central Section Best Practice Award for 2018.



Wyatt Czesinski

Associate Planner

4 years of experience

Office Location: Clovis

PROVOST &
PRITCHARD

EDUCATION

M.A. Public Administration: Urban Planning, Liberty University

B.A. Economics, University of Wisconsin-Parkside

B.A. Geography (Planning Concentration), Minor Emphasis: Geographic Information Systems, University of Wisconsin-Parkside

AREAS OF EXPERTISE

Contract Staffing

Municipal Planning

Long-range Planning

CEQA/NEPA

CalEEMod Emissions Modeling

AFFILIATIONS

Association of Environmental Professionals

American Planning Association

Association of Environmental Professionals Central Valley
Chapter Board Member (2023-present)

PROFESSIONAL SUMMARY

Wyatt Czesinski has more than four years of professional experience and currently serves as Associate Planner. He has experience in contract staffing through the preparation of municipal codes, processing of site plan reviews, use permits, and other land use entitlements, drafting of CEQA documents, updating of general plans, writing of staff reports, and drafting of resolutions for various types of projects, including, wastewater, agricultural, flood control, commercial, and residential projects.

RELEVANT EXPERIENCE

Development Code Update, City of Porterville, Tulare County, California, Writer

The City of Porterville is in the process of updating its development code. As a part of this effort, Mr. Czesinski drafted a new version of the City's subdivision ordinance for review by the City of Porterville. Updating the City's subdivision ordinance will allow it to take a more streamlined approach to content within the City's development code and better align it with State law.

Contract Staff Planning, City of Parlier, Fresno County, California, Contract Staff Planner

Mr. Czesinski has worked closely with the City of Parlier Planning Department under a contract staff planner position. Mr. Czesinski has worked on a various number of projects ranging from the processing of entitlements for subdivisions, restaurants, smoke shops, cannabis facilities, gas stations, tentative parcel maps, annexations, as well as the drafting of CEQA documents for projects that required environmental analysis to be completed. In addition, Mr. Czesinski has drafted and presented a zoning text amendment to the Parlier City Council. He has also completed Annual Housing Progress Reports for the City that have required an update to the City's Housing Element. Mr. Czesinski has drafted a number of staff reports, resolutions, and condition of approval documents for presentation before the City of Parlier City Council.

Contract Staff Planning, City of Madera, Madera County, California, Contract Staff Planner

Mr. Czesinski has worked closely with the City of Madera Planning Department under a contract staff planner position. Mr. Czesinski has worked on a various number of projects ranging from the processing of entitlements for subdivisions, apartment complexes, restaurants, coffee shops, gas stations, rezones, general plan amendments and lot line adjustments as well as the drafting of CEQA documents for projects that required environmental analysis to be completed. Mr. Czesinski

has drafted a number of staff reports, resolutions, and condition of approval documents for presentation before the City of Madera Planning Commission and City Council.

Contract Staff Planning, City of Fowler, Fresno County, California, Contract Staff Planner

Mr. Czesinski has worked closely with the City of Fowler Planning Department under a contract staff planner position. Mr. Czesinski has worked on a various number of projects ranging from the processing of entitlements for subdivisions, apartment complexes, commercial developments, churches, gas stations, rezones, general plan amendments, parcel maps, and lot line adjustments as well as the drafting of CEQA documents for projects that required environmental analysis to be completed. Mr. Czesinski has drafted a number of staff reports, resolutions, and condition of approval documents for presentation before the City of Fowler Planning Commission and City Council.

Contract Staff Planning, City of Mendota, Fresno County, California, Contract Staff Planner

Mr. Czesinski has worked closely with the City of Mendota Planning Department under a contract staff planner position. Mr. Czesinski has worked on a various number of land use projects ranging from the processing of entitlements for cannabis facilities, and annexations. Mr. Czesinski has also completed an Annual Housing Progress Reports for the City.

General Plan EIR, City of Fowler, Fresno County, California, Lead Writer

The City of Fowler adopted a new General Plan and EIR in April of 2023. As a part of this effort, Mr. Czesinski served as the lead writer for the EIR, requiring research of the area and potential environmental impacts on a city-wide scale, including a variety of land uses. The Project required the development of a CEQA document on a programmatic level, considering all aspects within the City and its planned future development.

Zoning Code Update, City of Fowler, Fresno County, California, Writer

City of Fowler is in the process of updating its zoning code and subdivision ordinance. The update will focus on streamlining the development review process and ensuring compliance with recent housing legislation and the City's Housing Element. One objective of the comprehensive update is to produce a Code that is better organized and easier to understand, which will in turn make it easier to design and propose projects consistent with the City's growth and development goals.

6th Cycle Housing Element Update, City of Mendota, Fresno County, California, Writer

As a part of the Fresno County Multi-Jurisdictional Housing Element Update, Mr. Czesinski has served as the lead writer for the City of Mendota's 6th Cycle Housing Element. As a part of this effort, Mr. Czesinski has worked closely with the City of Mendota and stakeholders in the community, giving a presentation to a group of stakeholders in November of 2022. The 6th Cycle Housing Element process is currently underway and actively being worked on by Mr. Czesinski. As a part of this project, Mr. Czesinski has gained knowledge of the housing laws within the state.

General Plan Update, City of Modesto, Stanislaus County, California, Writer

The City of Modesto required an update to its general plan. Mr. Czesinski oversaw the revision of both the wastewater and stormwater sections for the general plan update. This required gaining an understanding of the city ordinances, previous city documentation and practices, and case law involving both topics.

General Plan Update, County of Butte, Butte County, California, Writer

Butte County required an update to its general plan. Mr. Czesinski oversaw the revision of both the wastewater and stormwater sections for the general plan update. This required gaining an understanding of the county ordinances and case law involving both topics.

Karnak Facility Update, Reclamation District 1500, Sutter County, California, Lead CEQA/NEPA Writer

Reclamation District 1500 is in the process of modernizing a pumping facility in order to provide for flood protection to the community of Robbins, CA and the associated watershed. The Project will flood protect approximately 65,000 acres in Sutter County. Mr. Czesinski has participated in the production of a preliminary investigative report and draft watershed plan for the project. The watershed plan will be the first of its kind in California and will be required to be approved by Congress after its completion.

PROVOST&PRITCHARD

CONSULTING GROUP

CONSULTANT SELECTION RATING FORM Project Name: Contract Planning Services Date: 2024-09-24 Project Number: RFP # 24/25-SR1974		FIRM										
		4 LEAF	CSG	EMC	CODE	LACO	4 CREEKS	RRM	Michael Baker	UES	P&P	Precision
Evaluation Factor	Rating Factor Numerical Range & Weighting Based on Importance of Factor	Score	Score	Score	Score	Score	Score	Score	Score	Score	Score	Score
a. Capability to perform all or most aspects of the project.	0-10	8.7	8.7	8.7	8.7	9.0	9.3	8.7	8.7	9.3	10.0	9.3
b. Recent experience in projects comparable to the proposed project.	0-10	9.7	9.7	9.7	9.7	9.7	9.7	9.7	9.3	9.7	9.7	9.7
c. Firm's reputation for professional integrity and competence.	0-5	3.7	3.5	3.7	3.7	3.7	5.0	3.7	3.7	4.7	5.0	5.0
d. Key personnel's professional background and caliber.	0-7	7.0	7.0	7.0	7.0	7.0	7.0	7.0	7.0	7.0	7.0	7.0
e. Adequate qualified personnel available for assignment to the project.	0-5	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0
f. Recent experience in specialized areas of expertise associated with the project.	0-5	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0
g. Demonstrated ability to meet schedules or deadlines.	0-8	6.3	6.3	6.3	6.3	6.7	7.3	6.3	6.3	8.0	8.0	7.7
h. Demonstrated ability to complete projects without having major cost escalations or overruns.	0-7	6.0	6.0	6.0	6.0	6.7	6.3	6.3	6.3	6.7	6.7	6.7
i. Qualifications and experience of outside consultants regularly engaged by the consultant under consideration.	0-7	6.0	6.0	6.0	6.0	6.0	6.0	6.0	6.0	6.0	6.0	6.0
j. Quality of project previously undertaken.	0-8	6.7	6.7	6.7	6.7	6.7	8.0	6.7	6.7	8.0	8.0	8.0
k. Familiarity with and proximity to the geographic location of the project.	0-10	6.7	9.3	7.3	7.3	7.3	10.0	7.3	8.7	9.7	9.7	9.7
l. Capability of a branch office, which will do the work to perform independently of the home office, or conversely, its capability to obtain necessary support from the home office.	0-3	2.3	2.7	2.3	2.3	2.3	3.0	2.3	2.3	3.0	3.0	3.0
m. Demonstration of an understanding of the project's potential problems and the City's special concerns.	0-5	3.3	3.7	3.3	3.3	3.7	3.7	3.3	3.3	3.7	4.3	3.7
n. Degree of interest shown in undertaking the project.	0-3	2.7	3.0	2.7	2.7	2.7	3.0	2.7	2.7	3.0	3.0	3.0
o. Evidence that consultant is an equal opportunity employer.	0-2	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
p. Proximity of firm's office to project.	0-5	2.3	4.7	2.3	2.3	2.3	4.7	2.3	3.3	4.7	4.7	4.7
TOTAL SCORE: Maximum Points Possible = 100		81.3	87.2	82.0	82.0	83.7	93.0	82.3	84.3	93.3	95.0	93.3



CITY COUNCIL AGENDA – OCTOBER 15, 2024

SUBJECT: Award of Professional Services Agreement to Maas Energy Works for Renewable Natural Gas Supply and Credit Management Services

SOURCE: Public Works

COMMENT: The City of Porterville is committed to reducing fleet costs and lowering its carbon footprint by transitioning to Renewable Natural Gas (RNG) for its Compressed Natural Gas (CNG) fleet. To support this initiative, the City issued Request for Proposal (RFP) No. 24/25-SR1981 on August 20, 2024, seeking qualified firms to provide RNG. The RNG will fuel the City's fleet while helping achieve sustainability goals and complying with California's low-carbon fuel regulations.

The RFP submission deadline was September 24, 2024, and the City received and scored proposals from four qualified vendors:

Vendor	Score
Maas Energy Works	98
US Energy	95
Clean Energy	94
Opal Fuels	93
Triilium CNG	92

Following the proposal evaluation process, Maas Energy Works was selected as the top-ranked proposer, receiving 98 points based on criteria such as technical expertise, experience with similar projects, competitive pricing, and a comprehensive understanding of Low Carbon Fuel Standard (LCFS) and Renewable Identification Number (RIN) services.

Key service offerings from Maas Energy Works include:

- Supply of 100% RNG directly sourced from California dairy farms, ensuring the City's CNG fleet achieves a Net Zero carbon emission status.
- Management of LCFS and RIN credit services.
- Provision of 19.89% of LCFS and RIN revenue, projected to generate an estimated \$4,011,387 in revenue over the next ten years.
- Guaranteed RNG supply reliability from local production facilities, reducing transportation costs and emissions.

This project aligns with the City's sustainability goals and ensures compliance with state regulations, such as California SB 1383 and the Low Carbon Fuel Standard.

The agreement with Maas Energy Works is expected to result in significant cost savings for the City due to lower RNG costs and the anticipated rebates from LCFS and RIN credits. The precise savings will be determined by the City's annual RNG consumption, which currently averages approximately 331,916 therms per year. The professional services agreement with Maas Energy Works will become effective upon execution by both parties and will terminate 10 years from the effective date.

RECOMMENDATION: That the City Council:

1. Approve the award of a ten-year Professional Service Agreement to Maas Energy Works for Renewable Natural Gas Supply and Credit Management Services; and
2. Authorize the Transportation Director to execute the agreement and any related documents.

ATTACHMENTS:

1. MAAS Proposal
2. Porterville RFP # 24-25-SR1981_Plan Holders
3. Porterville RFP # 24-25-SR1981_Scoring Matrix
4. NAESB Agreement
5. CNG Station Affidavit

Appropriated/Funded:

Review By:

Department Director:
Richard Tree, Director of Transportation

Final Approver: Patrice Hildreth, City Manager



MAAS

ENERGY WORKS

Renewable Energy That Works

City of Porterville

Request for Proposals (RFP)

No. 24/25-SR1981

Renewable Natural Gas Supplier

Daryl Maas

CEO

210.527.7631

daryl@maasenergy.com

September 24, 2024



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Letter of Submittal

September 24, 2024

Richard Tree – Director of Transportation

City of Porterville

291 N. Main St.

Porterville, CA 93257

Phone (559) 782-7514

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

Re: Request for Proposals for Renewable Natural Gas (RFP)

Dear Mr. Richard,

Maas Energy Works ("MEW") is excited to establish a new partnership with the City of Porterville. We appreciate the opportunity to submit our Renewable Natural Gas ("RNG") proposal to the City of Porterville. This proposal includes two key service offerings: 1) RNG Fuel Supply and 2) Low Carbon Fuel Standard ("LCFS") and Renewable Fuel Standard ("RFS") credit management. The City supplies one location with natural gas, using approximately 331,916 therms annually to fuel its Compressed Natural Gas ("CNG") vehicles. The City's objective is to decrease fuel costs while maintaining the highest service reliability and quality while reducing the fleet's carbon footprint by utilizing low-carbon RNG.

Our carbon-negative RNG, produced in the San Joaquin Valley, will significantly lower energy costs for the City's CNG vehicles. This California-grown and produced RNG is more valuable than RNG produced outside of the U.S. MEW has a cluster of RNG facilities nearby, which will further reduce transportation costs and emissions. The City can benefit by receiving a share of the value of the LCFS and Renewable Identification Numbers (RIN) credits generated for the CNG dispensed at their fueling facility. Our proposal ensures uninterrupted RNG supply and guarantees its reliability. This will enable the City to decrease greenhouse gas emissions from its fleet operations and maximize revenue by using 100% dairy gas. These programs, combined with our carbon-negative RNG, will help the City reduce its fuel expenditures and surpass Net Zero emissions, providing a secure and reliable economical solution.

Our cellulosic (D3) low-carbon RNG derived from dairy manure facilities generates the highest revenue per therm and has the best carbon footprint, surpassing the proposed (SB1383)



requirement compared to biomethane produced from landfills, food waste, and wastewater sources. According to the California Air Resources Board (CARB) and the Environmental Protection Agency (EPA), our dairy gas RNG feedstock is ranked as the cleanest source of transportation fuel, demonstrating our commitment to providing quality and reliability to our customers.

In the LCFS program, the lower the fuel's carbon intensity, the more LCFS credits are generated per therm. Each RNG production facility has a specific carbon intensity assigned to its LCFS pathway, which measures the energy required to produce the therm of biomethane.

The ("MEW") proposal will provide the City with an estimated (\$2,304,171) in LCFS and RIN rebates over the next six years, as outlined in our proposal. This significant amount underscores the potential for substantial savings. We have the requisite experience to ensure a smooth transition for the City to receive 100% RNG via the SoCalGas pipeline. The personnel assigned to this project have specialized expertise in every aspect of the process, from biogas processing, scheduling, delivery, dispensing, credit generation, third-party verification, credit monetization, and regulatory compliance.

Provided below are the key benefits the City of Porterville will obtain by partnering with MEW:

- **RNG Producer.** MEW is the direct source of the RNG supply proposed herein. We do not resell gas produced by others. Our approach focuses on reliably delivering RNG directly to our customers from facilities that we operate ourselves. We are involved in every stage of the process, from developing and building to operating and improving biogas projects across the country, enabling us to produce the largest volume of RNG and the most carbon-negative (and therefore valuable) RNG in the United States.
- **RNG Team Experts.** MEW, with its 140 full-time biomethane professionals, is dedicated to developing and operating dairy RNG projects. With sixteen years of experience in the biogas field, we have built a network of strategic partnerships that enable us to move RNG projects forward quickly and deliver high-quality and reliable outcomes. Importantly, we are not a broker or an aggregator. We develop, own, and operate all the facilities from which we propose delivering biogas to your station, ensuring you deal directly with the source.
- **RNG Reliability** All 69 dairy digester projects developed by Maas Energy Works are still in operation today. MEW's history of timely operational performance is unmatched in delivering its RNG. Our team will ensure the City of Porterville meets all compliance obligations under the LCFS and RFS (Renewable Fuel Standard) programs.



MAAS
ENERGY WORKS

This proposal shall remain valid for 120 days from the date of submittal. Should you require further clarifications during the period of the proposal evaluation please do not hesitate to contact:

Primary Contact:

David Canales – Director of Sales (RNG)

Phone Number: [REDACTED]

Email Address: [REDACTED]

Secondary Contact:

Daryl Maas – (CEO)

Phone Number: [REDACTED]

Email Address: [REDACTED]

We have thoroughly reviewed the RFP and have diligently prepared our proposal in compliance with the provided guidelines. We also acknowledge the addendums, including the questions and answers document, submitted by the City during this RFP process. We attest that our offer and all the information and documents included in this proposal are accurate and truthful.

We are excited about the opportunity to establish a new partnership with the City and are available to address any further questions you may have regarding our response.

Sincerely,

Daryl Maas
CEO



Experience Statement

Maas Energy Works ("MEW") is California's largest producer of carbon-negative RNG. Founder Daryl Maas began building digesters in his home state of Washington in 2007. Leveraging the unique business opportunities presented by the California LCFS program, In May 2010, Daryl moved to Redding, California, and created MEW to develop RNG projects inside California. Today, MEW is the leading RNG producer and natural gas supplier for California's publicly owned CNG fleets and fueling stations. Our mission goes beyond RNG supply—we guide our customers through the complexities of state and federal incentive programs associated with the LCFS and RFS programs. With over sixteen years of experience, MEW owns and operates RNG assets throughout the U.S., positioning us as the go-to one-stop (RNG) producer-owner-operator.

Our comprehensive range of services proves our commitment to advancing the cause of RNG and helping municipalities operate a Net Zero Emission CNG fleet. We handle every aspect of RNG projects, from managing our customers' entire LCFS and RFS programs to designing and engineering, financing, permitting construction management, commissioning, operations, equipment packaging, and credit generation services. Notably, our facilities produce the largest carbon-negative RNG in California and throughout the United States, with 69 operational RNG facilities actively delivering the highest-quality and most valuable RNG in the market.

At MEW, we are more than just an RNG business—we are champions of sustainability and innovation. Our unwavering commitment to excellence drives the industry forward and inspires us and our partners to positively impact the environment. This commitment to sustainability and innovation is at the core of everything we do, which is to provide the cleanest source of RNG and reliability to our customers.

Qualifications and Experience of the Firm

Maas Energy Works is headquartered at 1730 South St. Redding, CA 96001, and has around 140 employees which are dedicated to helping municipalities reduce their energy costs. With field offices in Visalia, Riverdale, Merced, Lancaster, Dumas, and Buckeye and the support of our sister companies, Goose Works LLC and Energy Innovations LLC, we fabricate biogas handling and control equipment in Redding, California. This allows vertical integration and local parts sourcing to keep our RNG facilities operational. We also provide RNG fuel for transit agencies, municipalities, school districts, refuse vehicles and CNG Station owners. We understand that each customer has unique fueling needs, and we are committed to customizing a solution for each one



to ensure that our customers feel valued and important. Our services are tailored to the City's fleet of compressed natural gas (CNG) vehicles. We recognize the City's goal is to reduce its energy costs while maintaining the highest possible reliability and quality in its natural gas supply. Our experience and qualifications ensure a successful program for the City.

MEW supplies RNG to CNG stations and provides LCFS and RIN credit management services, which are included in this proposal. Most agreements are ten years in length but can be flexible with shorter-term agreements. In some cases, MEW has provided RNG directly to the CNG station operators, while in other instances, MEW teams with an aggregator of multiple CNG stations to deliver RNG. In all cases, MEW supplies the lowest carbon intensity scores. We understand federal and state regulations and fulfill LCFS verifications, RIN certifications, and all other renewable attribute requirements under approved fuel pathways from the California Air Resources Board (CARB). MEW will ensure full compliance and regulatory adherence will be met for the City.

MEW generates about half of all dairy biogas in the LCFS. We currently manage 26 dairy biogas projects with certified LCFS pathways and 26 dairy biogas projects that have been issued temporary fuel pathway codes pending certification. In 2018, MEW registered under the California Air Resource Board (CARB) Livestock Offset Protocol to create California Carbon Offsets for generation and sale under the state's Cap and Trade program. In 2019, the Project Team registered all new RNG projects with CARB's Low Carbon Fuel Standard program and the US Environmental Protection Agency's Renewable Fuels Standard to create Renewable Information Numbers (RINS). Notable projects include the Calgren Dairy Fuels cluster of dairy digesters, the first dairy RNG project in California, which later received numerous industry awards. Additionally, Maas Energy Works was the first company to register dairy digesters to create LCFS credits via charging electric vehicles, achieving CI scores below -700, which at the time was the lowest score ever achieved in the LCFS program.

All other assets, including all other digesters, are debt-free. The company has never declared bankruptcy, had assets foreclosed upon, or experienced significant adverse financial action.

Maas Energy Works vs. Other RNG Suppliers

When you obtain RNG directly from MEW, you cut out the middleman, wholesaler, retailer, and broker. This proactive approach helps reduce carbon emissions, avoids extra expenses, and ensures reliable and high-quality delivery for your CNG vehicles. By using our carbon-negative RNG, you can significantly reduce the City of Porterville's carbon emissions and fuel expenditures, helping the city achieve Net Zero and making a positive impact on the environment.



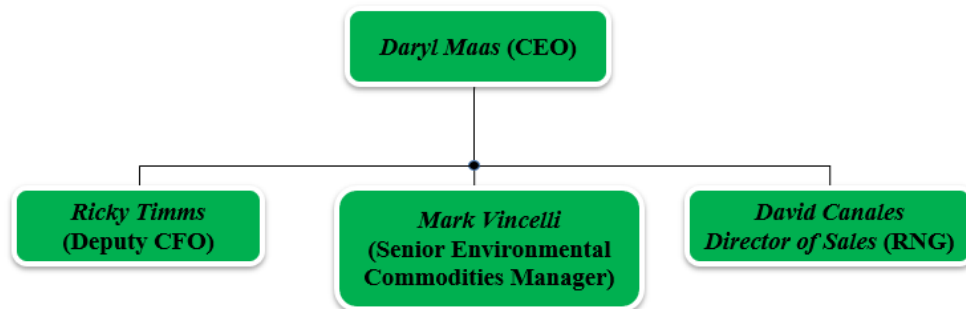
Types of RINs

There are five types of individual RINs based on the reduction requirement for fuel type, feedstock, and greenhouse gas (GHG). MEW will provide (D3) Cellulosic RNG that exceeds the SB1383 requirement and is a cleaner source of RNG. The (D3) RNG feedstock has the highest value under the LCFS program, which we propose to provide to the City of Porterville.

Category	Code	GHG Reduction Requirement	Description
Cellulosic Biofuel	D3	60%	Any biofuel made from cellulose, renewable gasoline, biogas-derived CNG and LNG.
Cellulosic Diesel	D7	60%	Cellulosic diesel, jet fuel and heating oil
Advanced Biofuels	D5	50%	Renewable fuel other than ethanol derived from corn starch (sugar cane ethanol), biogas from other waste digesters, etc.
Biomass-Derived Diesel	D4	50%	Meets the definition of either biodiesel or non-ester renewable diesel.
Renewable Fuel	D6	20%	Produced from renewable biomass and is used to replace the quantity of fossil fuel present in transportation fuel, heating fuel, or jet-fuel (e.g. Corn ethanol)

Qualifications and Experience of Personnel

Project Organization Chart



- **Daryl Maas (CEO)** – Daryl Maas is the CEO of Maas Energy and the lead project developer for all RNG projects. He has the authority to bind this RNG contract for the City and will oversee it. To maximize its value, he will ensure that the City receives 100% RNG directly from our RNG facilities. Additionally, he will be the main point of contact and the lead manager for this agreement.
- **David Canales (Director of Sales, RNG)** – David is the Sales Director and facilitates the process by educating and advising of any regulatory changes to the City’s RNG Supply agreement. He will support the City of Porterville by promptly helping them opt into the LCFS/RFS program. David will be the main point of contact during the evaluation process and will support their RNG contract. If any future amendments related to the contract were to occur due to regulatory changes, David will facilitate this process. He can resolve any issues related to the City of Porterville RNG supply contract if they arise.
- **Mark Vincelli - (Senior Environmental Commodities Manager)** – Mark is responsible for managing the regulatory requirements, which include reporting, registering, tracking, and filing to account for the biomethane attributes under the City's LCFS/RFS program. He leads a team of 7 full-time personnel involved in registering, generating, maintaining, and complying with environmental commodities. His team is also responsible for the City of Porterville's RNG credit generation and monetization. Mark's team will actively manage the generation and LCFS pathways to meet all regulatory compliance requirements.

- **Ricky Timms (CFO)** – As the CFO, Ricky is responsible for managing the finances of the RNG contract, which includes handling carbon credits and other energy commodities. Ricky will oversee the generation of LCFS credits for the City of Porterville to ensure that the RNG credits are produced and that the City receives the greatest investment value. He leads the finance department, which will issue RNG payouts monthly and quarterly. Ricky will use the published index for RNG pricing per MMBtu to ensure that the City of Porterville gets the highest value for its rebates and incentives.

Resumes of Maas Energy Works (MEW) Personnel

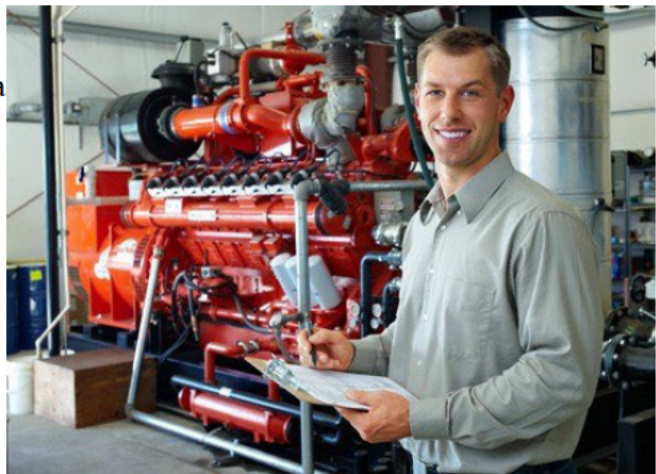
Daryl R. Maas



Qualifications:

Industry:

Starting as a one-man project developer and building a 100+ employee company, Daryl Maas possesses as much direct experience as a dairy digester developer-owner-operator as anyone in the US biogas industry. Over a biogas career spanning 15 years, he has overseen the development of 49 successful digester projects. Daryl's work products include the largest combined dairy digester cluster in the world, the first dairy biogas pipeline injection facility in California, the first Calrecycle licensed food waste co-digestion facility, and numerous successful restarts of previously abandoned third party digesters.



Environmental:

As an officer and owner responsible for facility regulatory compliance, Daryl has procured digester air permits in nine separate air permitting districts in six states. He ensures continuous compliance with a multitude of water quality, solid waste, zoning, and other regulations. He has worked with multiple regulatory agencies and state legislatures to design, evaluate, and modify digesters in order to comply with all environmental guidelines.

Financial:

The aforementioned biogas facilities leveraged over \$450,000,000 in private capital, grant funding, and government guaranteed loans. Daryl has monetized over five million tons of greenhouse gas reductions (aka "Carbon Credits"), Daryl has intricate knowledge of biogas



facility finance and an excellent capacity to analyze the financial and operation feasibility of new digester projects.

Professional Experience

2010-Present: Founder and CEO of Maas Energy Works LLC

Maas Energy Works is a California-based renewable energy project development, construction management, and operations company, specializing in anaerobic digestion. Directs all new project development and existing project operations, including design, permitting, regulatory compliance, remote management, project finance, and personnel. Overseas Maas Motor Works engine and automation fabrication facility with over \$7,000,000 in fulfilled orders. Oversees 102 employees in the operation of 43 renewable energy digester facilities and the active development of 50 other biogas facilities in 8 eight states. Interacts directly and actively with multiple California air, water, and utility jurisdictions regarding multiple digesters designs active and under development.

2007- 2017: Co-Founder and CEO of Farm Power Northwest LLC

A Washington and Oregon based renewable energy project development and operations company specializing in anaerobic digestion or agriculture and organic waste. Led new project development including design, permitting, and construction management. Oversaw all operations at five renewable energy facilities with a combined electrical capacity of 4.25MW; processing manure from 17 dairy farms and dozens of organic waste sources. Directed eight employees and contractors in all operations, improvements, and regulatory compliance. Coordinated operations with utilities, farmers, investors, community groups, and regulatory agencies.

2008- 2017: Intelligence Officer (O-4), Washington Air National Guard, United States Air Force

Assigned to Washington Air National Guard Western Air Defense Sector, McChord Field, Washington. Provides intelligence support to homeland defense of US airspace and surge capacity directing two intelligence officers in 24-hour operations in times of national emergency.

2005-2007: Branch Chief and Officer in Charge (O-3), Effects-Based Targeting Division, Air Force

Intelligence Analysis Agency, Lackland AFB, TX. Supervised nine military personnel and seven contractor analysts in the production of web-based intelligence materials. Served as Officer in Charge of 70-member intelligence analysis division, responsible for unit military duties and alternate division chief in absence of program manager and deputy. Project manager for unit's first ever installation of classified communication connectivity to new, off-base intelligence facility.

2003-2005: Chief of Intelligence (O-3), 8th Special Operations Squadron, Duke Field, FL.

Supervised staff of three and ensured readiness of all intelligence personnel and information systems supporting over 100 squadron members. Served two combat deployments as detachment of chief of intelligence, supervising staff of two supporting combat operations in support of Operation ENDURING FREEDOM actions in Afghanistan. Provided all aircrew mission intelligence and force protection intelligence support to the commander. Served as interpreter and liaison with Latin American delegations.

2002-2003: Intelligence Officer (O-2), 8th Special Operations Squadron, Duke Field, FL.

Provided training and mission intelligence to over 100 squadron members. Briefed Operation IRAQI FREEDOM current intelligence to squadron and wing leadership. Served one combat deployment as detachment of chief of intelligence, supervising staff of two supporting combat operations in as part of Operation ENDURING FREEDOM actions in Afghanistan.

Education and Training

2005: AF Squadron Officer School (Commandant's Award for Outstanding Graduate)

2003: AF Special Operations Command Intelligence Formal Training Unit (Distinguished Graduate) 2002: Air Force Intelligence Officer Training (Distinguished Graduate)

2002: Master of Arts, University of Texas at Austin

2000: Bachelor of Sciences, United States Air Force Academy (Distinguished Graduate)

1998: Certificate, American Institute of Political and Economic Systems, Georgetown University



Academic Awards

2000 Air Force Historical Association Annual Air Force Academy Award

2000 US Air Force Academy Bong Award for the Outstanding Graduate in Military History 2000 USAF Academy Wolfe Fellowship for the Outstanding Graduate in Humanities Division

Professional Awards

2021 US Dairy Sustainability Award for Outstanding Community Impact (Calgren Dairy Fuels Developer)

2018 Ground Breaker of the Year Award, Biomass Magazine (Calgren Dairy Fuels Project Developer) 2017 Air Force Meritorious Service Medal

2015 California Energy Commission awarded the Leadership Award in Waste Management from Green Technology for the Pixley Biogas Anaerobic Digester Project – Developed by Maas Energy Works

2009 Northwest Business Monthly Business of the Year (Co-Founder) 2007 Air Force Commendation Medal

2006 HQ Air Intelligence Agency Company Grade Officer of the Quarter

2005 Air Force Squadron Officer's School, Class 2005-01, Commandant's Leadership Award

2005 Air Force Squadron Officer School, Flight B-24, Outstanding Contributor Award

2004 Air Force Special Operations Command selectee, National Military Intelligence Association, MG Jack E. Thomas Award for Outstanding Active-Duty Intelligence Professional

Foreign Languages Spanish (fluent) French (limited)

Mark Vincelli

[REDACTED]

Professional Experience

November 2022 – Present: Senior Environmental Commodities Manager at Maas Energy Works

- Oversee maintenance of monthly, quarterly, and annual compliance reports as outlined by the Environmental Protection Agency (EPA) and California Air Resources Board (CARB) for a growing portfolio of 90+ dairy projects.
- Manage generation of Renewable Identification Numbers (RINs) and Low Carbon Fuel Standard (LCFS) credits; additionally manage the monetization of RINs and LCFS credits to brokerage and end user companies.
- Upholds relationships with offtake partners to organize monthly compressed natural gas (CNG) dispensing schedules and storage capacity needs.
- Successfully develops and maintains approval of Renewable Fuels Standard (RFS) and LCFS applications for a growing portfolio of 90+ dairy projects.
- Manages low carbon intensity Renewable Energy Certificate (REC) generation and sells to brokerage and end user companies for 10 generator projects.
- Regularly projects carbon intensity scores to ensure adequate project development.
- Developed and currently oversees a team of six environmental analysts.

2015-2022: Accounting Manager at Hill Country Community Clinic

- Control and adjust general ledger accounts according to Generally Accepted Accounting Principles and oversee the various processes that contribute to those accounts, including supervision of the accounting team.
- Extract data from the electronic health record and accounting system to compile weekly, monthly, and annual reports for department heads, Chief Financial Officer, auditors, and board members, including monthly financial statements.
- Facilitate the day-to-day operations of the clinic's 340B program, requiring knowledge of federal and state laws regarding the program and communication with third party clearinghouse to ensure compliance.
- Work with billing team to ensure the processing of claims and payments occurs in a timely and efficient manner and assist in the resolution of problems in the company's revenue cycle.

Ricky Timms, CPA


PROFESSIONAL EXPERIENCE

Maas Energy Works LLC January 2022 – Present

Deputy CFO *Redding, CA*

- Assist the CFO in running all aspects of the Finance department.
- Responsible for maintaining a high-level overview of construction project budgets, review and approve budget change requests, and problem-solve budget overages.
- Responsible for setting accounting policies and procedures and managing federal and state tax filings.
- Develop banking relationships and financing options for projects as needed.
- Communicate with existing and potential equity partners to maintain and develop relationships as needed.

MUFG Union Bank, N.A. August 2018 – January 2022 Vice President – FP&A

Manager/Management Reporting Systems & Operations *Remote*

- Responsible for managing month-end close of financial data in OFSAA and Hyperion/Essbase to provide accurate and timely data for analysis and decision support.
- Grew the MRSO offshore operations, by increasing the team from 6 to 16 people, transitioning 95% of monthly production offshore, and driving the implementation of validations to improve data accuracy.
- Improved governance by remediating audit issues, through implementing additional internal controls, documenting procedures, developing metrics/KPIs, and eliminating single points of failure.
- Improved actuals/budget reporting through development of system rules, and other system enhancements.

- Rinker School of Business Outstanding Graduate Spring 2013
- Frederick M. Suppers Honors Program

ADDITIONAL COMPETENCIES

- Microsoft Office Suite, OFSAA, Hyperion/Essbase, OBIEE, SQL (basic), several tax products



Professional Profile

David is the Director of Sales (RNG) for Maas Energy Works (MEW). He is responsible for educating the public and building partnerships with organizations to support sustainability efforts. He serves customers within the Renewable Natural Gas (RNG) sector, including speaking at transportation conferences to create a transparent view of the value of RNG. Additionally, David provides oversight for Maas Energy in building customer relationships to facilitate the settlement process for the distribution of (RNG). He supports the Low Carbon Fuel Standard (LCFS) credit programs under the California Air Resources Board (CARB) and supporting public policy initiatives that promote (RNG).

Before joining Maas Energy, David worked at Clean Energy where he managed a portfolio of RNG customer accounts. David also served as the main sales contact during his tenure at Nikkiso. He sold industrial equipment for crude oil & natural gas and supported over (12) domestic and international service centers for aftermarket spare parts.

Furthermore, during his time at Schlumberger Technology Corporation, he worked with various departments ranging from sales, production, and engineering to collaborate on downstream applications for oilfield well reservoirs. Overall, David has increased business growth, company relationships, and partnerships within the Oil & Gas and RNG space. His strong work ethic, diverse background in the industry, and high-level of commitment has allowed him to meet customers' expectations throughout the industry.

Professional Experience

Director of Sales (RNG)

Maas Energy Works, March 2023 – Present

Business Development Manager

Clean Energy Fuels, July 2021 – March 2023

Sales & Business Development

Nikkiso Clean Energy & Industrial Gasses, May 2017 - July 2021

Sales Account Manager

Schlumberger Technology Corporation, June 2013 - April 2017

Education

Brigham Young University - B.S Business Administration and Entrepreneurship

A.S. Aviation Management



A.S Commercial Pilot (Dual Major)

Certifications

Entrepreneurship

Business and Leadership Skills

Business Administration

Federal Communications Commission (FCC) - Ham Radio Operator (CFR Part 97)

Comprehensive Work Plan

The comprehensive work plan below outlines how MEW will meet all the requirements stated in this RFP. MEW will handle the complexities of the regulatory requirements under the Low Carbon Fuel Standard and Renewable Fuel Standard program. We will ensure that the City of Porterville receives the highest rebates and incentives for using 100% carbon-negative RNG. MEW can begin supplying RNG on November 1, 2024, by ensuring a smooth procurement process, which allows plenty of time to complete the contracting and registration process outlined in our proposal. MEW's commitment to an uninterrupted and reliable supply of RNG is unwavering. Below are the steps needed to successfully fulfill the scope of services provided by MEW to supply, track, and monetize the RNG credits as your service provider.

Week 1: Register the City of Porterville with the State of California for the Purchase of Natural Gas for the following: 1). RNG Fuel Supply and 2). Low Carbon Fuel Standard (LCFS) credit management program.

Week 2: Track daily RNG usage and report all low carbon fuel consumption on a monthly basis.

Week 3: Generate RNG credits on a monthly basis for the fuel volumes submitted and maintain fuel consumption records for audit purposes.

Week 4: Sell RNG credits on the open market to obligated parties (at the highest value) and reconcile all volumes delivered vs. credits sold and reported for settlement purposes.

If chosen, MEW will act as the regulated entity on behalf of the City of Porterville, handling all regulatory and reporting obligations. MEW will manage the City of Porterville's ongoing LCFS credit management, ensuring compliance with California state laws. The City of Porterville will not be required to be involved at this time. MEW will keep the City of Porterville informed of any regulatory changes in the market and will respond to any changes in the project scope.

Scope of Services to Monitor and Supply (RNG) via SoCalGas

Maas Energy Works (“MEW”) will use the SoCalGas utility pipeline to supply RNG to the City of Porterville. As the largest carbon-negative producer in California, MEW delivers RNG to the SoCalGas pipeline daily. We have CNG fueling stations within the SoCalGas network and coordinate the daily delivery of RNG. We nominate volumes based on the City's utility statements and balance the nominations according to actual usage. Once the RNG is delivered into the SoCalGas pipeline, it will be transferred to the City of Porterville's CNG Station. If we are awarded the contract with the City, we will add the CNG fueling facility to our approved pathways for RIN/LCFS credits. This method aligns with the City's goal of having the lowest fuel cost and the highest level of service from the utility since SoCal Gas is the country's largest utility buyer of natural gas. We will streamline the process by ensuring the specified tasks below are completed:

- We will balance RNG usage daily as required by RNG producers.
- Our billing services include issuing invoices and RNG credits, such as generating RFS credits monthly and LCFS credits quarterly when they become available.
- We can provide natural gas (RNG) information and consulting services as needed.
- We will manage all RNG supply and delivery arrangements through the public utility company, SoCalGas.
- We will monitor gas infrastructure issues, such as RNG supply, to ensure reliability and maintain an auditable paper trail, including paper and digital copies.
- We will advocate for relevant issues before the California Air Resources Board and the EPA.
- We will provide the City of Porterville with monthly invoices for natural gas (RNG) costs, including a usage summary and cost per therms by meter.

Project Schedule & Deliverables

MEW will ensure that it fulfills all the registration requirements before the start of the LCFS & RFS program. The following schedule provides a projected timeline for the delivery of RNG, including all monthly RIN payouts to the City of Porterville. If selected, the RNG Supply contract will be effective from November 1, 2024, to October 31, 2027, with three (3) 1-year optional renewal extension terms. These three-year optional extensions, a result of our mutual agreement, will be by mutual consent. LCFS payments will be made quarterly, and RIN payments will be made monthly. There will be no subcontractors providing services. MEW will serve as the prime contractor and ensure that the scope of work for RNG Supply and LCFS Credit Management meets

the requirements of this RFP.

RIN Credit Generation & D3 RINs Contract Price Payment Schedule			
Gas Delivery Month	RIN Generation	RIN Index Price	Documentation and Payment (25th Day)
January	February	January	March
February	March	February	April
March	April	March	May
April	May	April	June
May	June	May	July
June	July	June	August
July	August	July	September
August	September	August	October
September	October	September	November
October	November	October	December
November	December	November	January
December	January	December	February

LCFS Credit Generation & LCFS Contract Price Payment Schedule			
Gas Delivery Month	LCFS Credits Generation	LCFS Index Price	Documentation and Payment (25th Day)
January	June	January	July
February	June	February	July
March	June	March	July
April	September	April	October
May	September	May	October
June	September	June	October
July	December	July	January
August	December	August	January
September	December	September	January
October	March	October	April
November	March	November	April
December	March	December	April

Compliance Obligations Overseen by MEW

- a) **Renewable Natural Gas Supply.** MEW will supply 100% guaranteed RNG for all volumes used at the City's CNG fueling station.
- b) **LCFS Credit Management Services.** MEW will be responsible for managing the City's LCFS program as outlined in Title 17, CCR, sections 95480-95503, as authorized by California Assembly Bill AB32. MEW will follow market rules and act as the regulated party on behalf of the City. The City will be exempt from all reporting, recordkeeping, and other regulatory and compliance requirements under the regulation, as MEW will handle these responsibilities. MEW has a good standing with the California Air Resources Board and has a history of full compliance with market rules and emission regulations. MEW will be available to respond to any inquiries. Additionally, MEW will keep the City informed about LCFS market conditions and provide quarterly and annual cumulative accounting records for the LCFS credits created through the City's fueling stations.
- c) **RIN Credit Management Services.** MEW will be responsible for managing the City's RIN credit program by generating RIN credits according to Federal Code 40 CFR Subpart M. MEW will handle all reporting, recordkeeping, and regulatory requirements on behalf of the City, relieving the City from these responsibilities. MEW is in good standing with the Environmental Protection Agency ("EPA") and has a history of compliance with market rules and emission regulations. MEW is also responsive to EPA inquiries. It's important to note that the EPA passed a new regulation on June 21, 2023, which will come into effect on January 1, 2025, during the term of MEW's proposed agreement. The market is currently assessing the implications of this new policy, which may affect the compliance responsibilities outlined in MEW's proposal.
- d) **LCFS & RIN Generation.** For LCFS credit generation, credits are generated quarterly based on the prior quarter's dispensing volume. The production of LCFS Quarterly Reports requires natural gas utility injection statements, a dispensing allocation file, and CNG station utility injection statements as supporting documents. These reports are due by midnight on the last day of each quarter. The California Air Resources Board (CARB) typically processes LCFS Quarterly Reports for carbon credit generation within two weeks following each quarter's close.

RINs are generated monthly based on the prior month's dispensing volume. To generate RINs, a natural gas utility injection statement, nomination PTD, and dispensing allocation file are submitted to a third-party Verification Body. Once the submitted data is validated, the third-party

Verification Body will provide a RIN Generation Separation file. This file is then uploaded to the project's CDX EMTS account, where the Environmental Protection Agency (EPA) automatically processes the transaction and separates RINs generated within minutes of file submittal.

- e) **Credit Generation.** For the purpose of monthly Renewable Fuel Standard (RFS) and quarterly Low Carbon Fuel Standard (LCFS) carbon credit generations, the following data is collected: raw data logs of natural gas volume and methane content, quarterly affidavits as required by the RFS Quality Assurance Plan (QAP) program, Renewable Identification Number (RIN) Generation Separation files provided by a third-party verification body, monthly natural gas utility injection statements, all associated monthly and quarterly product transfer documents (PTDs), monthly dispensing allocation files, and associated compressed natural gas (CNG) utility station injection statements.
- f) **Monetization.** MEW will sell RINs and LCFS. We will electronically transfer the batch of RINs and/or LCFS credits to the broker or direct end user. RINs will be transferred to the CDX EMTS online portal, and LCFS credits will be transferred to the LCFS LRT online portal. MEW will internally retain copies of any associated invoices for at least ten years.
- g) **Base Contract and Transaction Confirmation.** MEW utilizes a Base Contract for the Sale and Purchase of Natural Gas (“NAESB”) between the parties and will be prepared to execute an associated natural gas and environmental attributes Transaction Confirmation for the new guaranteed maximum RNG contract of six years, which includes a base contract for three years, with three optional one-year extension periods. MEW will create and provide all necessary agreements for the City’s review and approval.
- h) **Contract and Quarterly Affidavits.** To ensure compliance with regulations, the City will need to fill out a one-time new contract affidavit confirming that all Renewable Natural Gas (RNG) delivered to its stations will be used as vehicle fuel. Additionally, the City will have to complete quarterly affidavits to confirm the consumption of RNG for the volumes delivered and used as transportation fuel. Please note that the affidavit requirement is subject to change based on the new Renewable Fuel Standard (RFS) regulations mentioned above. MEW will be responsible for creating and providing all necessary affidavits for the City's review and approval.
- i) **Reporting.** MEW is responsible for handling the reporting for the City of Porterville. An LCFS Annual Fuel Pathway (AFP) report, which details a project’s scope, carbon intensity, and production, must be submitted by March 31st every year for the prior year’s data. Following this,

a third-party Verification Body must successfully audit the AFP report and submit any final determinations to CARB by August 31st.

All transactions and compliance reporting abide by the Renewable Fuel Standard and Low Carbon Fuel Standard (as detailed in Low Carbon Fuel Standard Sub article

Proposal Structure

Our proposal to you is that we will guarantee delivery of 100% dairy biomethane to your CNG station. Our payments to you will be fixed based on a contractual negative carbon intensity score. That is, we are not forecasting a cost based on uncertain RNG supplied by others. Instead, we guarantee a payment based on our internal RNG portfolio, so you know precisely how many RINs and LCFS credits your station will receive under this contract.

Base Proposal: 6-Year RNG Supply Agreement

Maas Energy will provide 100% dairy RNG to the City of Porterville based on the actual usage at your CNG (Compressed Natural Gas) station. We will share RIN and LCFS revenue with the City of Porterville based on the following payment structure:

- **19.00% of LCFS** generated from RNG, based on a guaranteed Carbon Intensity.
- **19.00% RIN** revenue share based on a guarantee of 100% RNG supplied to your station.

Alternative Revenue Proposal #2: (8-Year RNG Supply Agreement)

MEW proposes to provide City of Porterville with an enhanced economic proposal under a 7-year or 10-Year RNG Supply Agreement as a value-added offering. The City of Porterville will receive a higher RIN and LCFS percentage as indicated below:

- **19.49% of LCFS revenue** generated from RNG, based on a guaranteed Carbon Intensity Score.
- **19.49% RIN** revenue share based on a guarantee of 100% RNG supplied to your station.

OR

Alternative Revenue Proposal #3: (10-Year RNG Supply Agreement)

- **19.89% of LCFS revenue** generated from RNG, based on a guaranteed Carbon Intensity Score.
- **19.89% RIN revenue share** based on a guarantee of 100% RNG supplied to your station.

OR

Renewable Identification Numbers (RINs) & Low Carbon Fuel Standard (LCFS) - RNG Credits

Maas Energy Works (MEW) will produce and sell Renewable Identification Numbers (RINs) and Low Carbon Fuel Standard (LCFS) RNG credits. We have held RINs at **\$3.47** and LCFS credits at **\$65.00**. Our calculations are based on the assumption that the City of Porterville will use a minimum of **331,916 therms per year**, equivalent to **278,921 annual gasoline gallon equivalents (GGEs)**. Please note that the City's actual payments will depend on the quantity of GGEs dispensed and the market prices we achieve for LCFS credits and RINs. We have also provided the total amount of LCFS and RIN credits the City is expected to generate, which will then be converted into revenue. MEW will pay the City their share of the RINs monthly and LCFS quarterly, as listed below.



Pricing Projections	2024	2025	2026	2027	2028
RIN Price	\$3.47	\$3.47	\$3.47	\$3.47	\$3.47
LCFS Price	\$65.00	\$65.00	\$65.00	\$65.00	\$65.00

6-Year Pricing CONFIDENTIAL	2024	2025	2026	2027	2028
LCFS Credits Green Gas % to Station	19.00%	19.00%	19.00%	19.00%	19.00%
RIN % to Station	19.00%	19.00%	19.00%	19.00%	19.00%
Number of LCFS Credits from Green Gas to Station	1,977	1,970	1,963	1,957	1,950
Number of RINS to Station	73,955	73,955	73,955	73,955	73,955
Green Gas Value \$ to Station	\$128,506	\$128,066	\$127,624	\$127,184	\$126,742
RIN Value \$ to Station	\$256,625	\$256,625	\$256,625	\$256,625	\$256,625
Combined Value	\$385,130	\$384,691	\$384,248	\$383,809	\$383,366

To Be Continued. CONFIDENTIAL	2029
LCFS Credits Green Gas % to Station	19.00%
RIN % to Station	19.00%
Number of LCFS Credits from Green Gas to Station	1,943
Number of RINS to Station	73,955
Green Gas Value \$ to Station	\$126,302
RIN Value \$ to Station	\$256,625
Combined Value	\$382,927



8-Year Pricing CONFIDENTIAL	2024	2025	2026	2027	2028
LCFS Credits Green Gas % to Station	19.49%	19.49%	19.49%	19.49%	19.49%
RIN % to Station	19.49%	19.49%	19.49%	19.49%	19.49%
Number of LCFS Credits from Green Gas to Station	2,028	2,021	2,014	2,007	2,000
Number of RINS to Station	75,862	75,862	75,862	75,862	75,862
Green Gas Value \$ to Station	\$131,820	\$131,369	\$130,915	\$130,464	\$130,010
RIN Value \$ to Station	\$263,243	\$263,243	\$263,243	\$263,243	\$263,243
Combined Value	\$395,063	\$394,612	\$394,158	\$393,707	\$393,253

To Be Continued. CONFIDENTIAL	2029	2030	2031
LCFS Credits Green Gas % to Station	19.49%	19.49%	19.49%
RIN % to Station	19.49%	19.49%	19.49%
Number of LCFS Credits from Green Gas to Station	1,993	1,986	1,979
Number of RINS to Station	75,862	75,862	75,862
Green Gas Value \$ to Station	\$129,560	\$129,105	\$128,651
RIN Value \$ to Station	\$263,243	\$263,243	\$263,243
Combined Value	\$392,802	\$392,348	\$391,894



10-Year Pricing CONFIDENTIAL	2024	2025	2026	2027	2028
LCFS Credits Green Gas % to Station	19.89%	19.89%	19.89%	19.89%	19.89%
RIN % to Station	19.89%	19.89%	19.89%	19.89%	19.89%
Number of LCFS Credits from Green Gas to Station	2,070	2,063	2,055	2,048	2,041
Number of RINS to Station	77,419	77,419	77,419	77,419	77,419
Green Gas Value \$ to Station	\$134,525	\$134,065	\$133,602	\$133,142	\$132,678
RIN Value \$ to Station	\$268,645	\$268,645	\$268,645	\$268,645	\$268,645
Combined Value	\$403,171	\$402,711	\$402,247	\$401,787	\$401,324

To Be Continued. CONFIDENTIAL	2029	2030	2031	2032	2033
LCFS Credits Green Gas % to Station	19.89%	19.89%	19.89%	19.89%	19.89%
RIN % to Station	19.89%	19.89%	19.89%	19.89%	19.89%
Number of LCFS Credits from Green Gas to Station	2,034	2,027	2,020	2,013	2,013
Number of RINS to Station	77,419	77,419	77,419	77,419	77,419
Green Gas Value \$ to Station	\$132,219	\$131,755	\$131,291	\$130,828	\$130,828
RIN Value \$ to Station	\$268,645	\$268,645	\$268,645	\$268,645	\$268,645
Combined Value	\$400,864	\$400,400	\$399,937	\$399,473	\$399,473



Carbon Intensity (“CI”)

Based on the table above, MEW will pay the City of Porterville revenues based on a fixed contractual CI of **-250 gCO₂e/MJ**. While the actual CIs of RNG may vary, the pricing will remain fixed at -250. Maas Energy supplies all its RNG from its dairy digesters, ensuring that the City receives the highest value for its RNG and the lowest dairy CI available in the industry.

Cost Savings Analysis

Cost Saving Analysis			
Proposals Offers CONFIDENTIAL	#1	#2	#3
Term Length	6-Years	8-Years	10-Years
LCFS %	19.00%	19.49%	19.89%
RIN %	19.00%	19.49%	19.89%
CI Score	-250	-250	-250
Contract Value	\$2,304,171	\$3,147,837	\$4,011,387

- On a yearly basis, the City of Porterville can benefit from reducing its carbon emissions, surpassing Net Zero Emissions, and gaining additional revenue by utilizing our ultra-carbon negative RNG. The City of Porterville can receive **\$385,130** per year in year 1. **The cumulative value over a 6-year contract is \$2,304,171 in RNG Value.**
- As for the alternative **(Option 2)** the City of Porterville can continue to surpassing Net Zero Emissions, and gaining additional revenue by utilizing our ultra-carbon negative RNG. The City of Porterville can receive **\$395,063** per year in year 1. **The cumulative value over an 8-year contract is \$3,147,837 in RNG Value.**
- As for the alternative **(Option 3)** the City of Porterville can **further** benefit from reducing its carbon emissions, surpassing Net Zero Emissions, and gaining additional revenue by utilizing our ultra-carbon negative RNG. The City of Porterville can receive **\$403,171** per

year in year 1. **The cumulative value over a 10-year contract is \$4,011,387 in RNG Value.**

Emissions Reduction Analysis

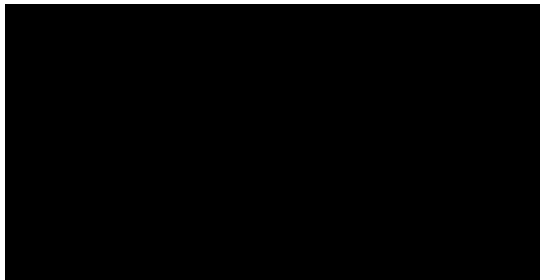
The City of Porterville can benefit from reducing its carbon emissions by approximately 10,409 metric tons of CO₂ per year. This is equivalent to removing 52 heavy-duty vehicles or recycling 26,022 tons of landfill waste.

Confidential Do Not Distribute

List of Contacts & References

1. **Name: Adrienne Robinson, *Alternative Fuels Supervisor***

Company: United Parcel Service (UPS)



Services Provided: Supply RNG to CNG Stations, register LCFS and RIN pathways, generate LCFS credits and RINs, provide quality assurance, compliance, verification, and reporting. MEW provided these services as part of the Calgren Dairy Fuels joint venture where the company was both a partner and developer-operator.

****Confidential – Do Not Distribute References Without Prior Consent****

2. Name: John Thornton, *President*

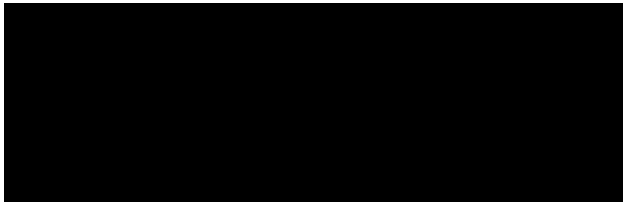


Services Provided: Supply Electricity Renewable Energy Credits from Biogas for Electric Vehicle Charging to create LCFS credits. Jointly apply for LCFS pathways, provide quality assurance, compliance, verification, and reporting.

****Confidential – Do Not Distribute References Without Prior Consent****

3. Name: Juan Reina, *Director Biogas Marketing*

Company: Opal Fuels (*this company is most likely listed as a bidder on the on this current solicitation. As such this company may not be an ideal reference, but it is still provided to give a full picture of MEW's scope of activity in this industry*).



[REDACTED]

Services Provided: Supply of RNG to CNG Fueling Stations. Joint effort to secure pathway application for LCFS credits and RFS RIN. Coordinate RFS and LCFS quality assurance, annual verification, compliance, and reporting.

****Confidential – Do Not Distribute References Without Prior Consent****

4. **Name: Tyler Henn, Vice President**

Company: Clean Energy Renewable Fuels (*this company is most likely listed as a bidder on the on this current solicitation. As such this company may not be an ideal reference, but it is still provided to give a full picture of MEW's scope of activity in this industry*).

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Services Provided: Supply of RNG to CNG Fueling Stations in Five Points Pipeline cluster and one other confidential dairy digester group. Joint effort to secure pathway application for LCFS credits and RFS RIN. Provide quality assurance, annual verification, compliance, and reporting.

****Confidential – Do Not Distribute References Without Prior Consent****

5. Name: Charles Love, *GM of RNG Portfolio*

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Services Provided: Supply of RNG to CNG Fueling Stations. Joint effort to secure pathway application for LCFS credits and RFS RIN. Provide quality assurance, annual verification, compliance, and reporting.

****Confidential – Do Not Distribute References Without Prior Consent****

Exhibit A – Required Forms

Form A

ADDENDUM RECEIPT

The Proposer acknowledges it has received and read the following Addenda:

Addendum # 1

Signature 

Addendum # 2

Signature 

Addendum # _____

Signature _____

Addendum # _____

Signature _____

Addendum # _____

Signature _____

Company: Maas Energy Works

Name: Daryl Maas

Title: CEO

Signature: 

Date: 09-24-2024

Form B

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):

☒ The Proposer certifies that the Proposer 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.

- OR -

☐ The Proposer is unable to certify to all of the statements in this certification, and attaches its explanation to this certification. (In the explanation, the Proposer must certify to those statements that can be certified and explain why the other statements cannot be certified.)

The Proposer 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 Proposer certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification. In addition, the Proposer understands and agrees that the provisions of 31 U.S.C. §§ 3801 et al. are applicable to this certification.

Company: Maas Energy Works

Name: Daryl Maas

Title: CEO

Signature: 

Date: 09-24-2024

Form C

BUY AMERICA CERTIFICATION

This certification applies to contracts over \$150,000 if they involve the purchase of iron, steel, manufactured goods, or rolling stock. Offers that do not include this completed certification, if applicable, will be rejected as nonresponsive.

If this Offer is valued in excess of \$150,000 and involves the procurement of steel, iron, or manufactured products (as defined in 49 CFR §§ 661.3 and 661.5), the Proposer hereby certifies that it:

☒ Will comply with the requirements of 49 U.S.C. § 5323(j)(1) and the applicable regulations in 49 CFR part 661;

OR

☐ Cannot comply the requirements of 49 U.S.C. § 5323(j) (and 49 CFR part 661) but may qualify for an exception to the requirements pursuant to 49 U.S.C. § 5323(j)(2), as amended, and the applicable regulations in 49 CFR § 661.7.

If this Offer is valued in excess of \$150,000 and involves the procurement of buses or other rolling stock (including associated equipment), the Proposer hereby certifies that it:

☒ Will comply with the requirements of 49 U.S.C. § 5323(j) and the applicable regulations of 49 CFR § 661.11;

OR

☐ Cannot comply with the requirements of 49 § U.S.C. 5323(j) (and 49 CFR § 661.11), but may qualify for an exception to the requirements consistent with 49 U.S.C. § 5323(j)(2)(C), as amended, and the applicable regulations in 49 CFR § 661.7.

The Proposer certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification. In addition, the Proposer understands and agrees that the provisions of 31 U.S.C. §§ 3801 et al. are applicable to this certification.

Company: Maas Energy Works

Name: Daryl Maas

Title: CEO

Signature: 

Date: 09-24-2024

Form D

NON-COLLUSION AFFIDAVIT FOR PROPOSER

STATE OF CALIFORNIA

COUNTY OF Shasta

Daryl Maas declares and says:

1. That he/she is the (owner, partner, representative, or agent) of Maas Energy Works, 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.

The Proposer certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification. In addition, the Proposer understands and agrees that the provisions of 31 U.S.C. §§ 3801 et al. are applicable to this certification.

Company: Maas Energy Works

Name: Daryl Maas

Title: CEO

Signature: 

Date: 09-24-2024

Form E

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 Proposer certifies that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the Proposer, 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 Proposer shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The Proposer 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 Proposer certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification. In addition, the Proposer understands and agrees that the provisions of 31 U.S.C. §§ 3801 et al. are applicable to this certification.

Company: Maas Energy Works

Name: Daryl Maas

Title: CEO

Signature: 

Date: 09-24-2024

Form F

TAX LIABILITY CERTIFICATION

This certificate applies to all contracts. Offers that do not include this completed certification will be rejected as nonresponsive.

The Proposer certifies that:

1. It has no unpaid federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability;
2. It has not been convicted of a felony criminal violation under any federal law within the preceding 24 months; and
3. It shall require that the language of this certification be included in the award documents for all subcontractors and material suppliers at all tiers, and that all subcontractors and material suppliers shall certify and disclose accordingly.

The Proposer certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification. In addition, the Proposer understands and agrees that the provisions of 31 U.S.C. §§ 3801 et al. are applicable to this certification.

Company: Maas Energy Works

Name: Daryl Maas

Title: CEO

Signature: 

Date: 09-24-2024

Form G

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.

Company: Maas Energy Works

Name: Daryl Maas

Title: CEO

Signature: 

Date: 09-24-2024

Plan Holders
Agency
Bid Number
Bid Title

City of Porterville
24/25-SR1981
Request for Proposals - Renewable Natural Gas Supplie

Name	Contact	Address	Phone	Email	Proposal	
					Yes	No
Clean Energy Renewable Fuels, LLC	Michelle Wells	4675 MacArthur CourtSuite 800Newport Beach, CA, 92660,	(949) 437-1361	michelle.wells@cleanenergyfuels.com	X	
Tulare Kings Counties Builders Exchange	Berenice Ruiz	823 W. Center AveVisalia, CA, 93291,	(559) 732-4568	bruiz@tkcbe.com		X
U.S. Energy, a division of U.S. Venture Inc.	Todd Pendexter	425 Better WayAppleton, WI, 54915,	(503) 523-6566	tpendexter@us-energy.com	X	
Maas Energy Works	David A Canales	1730 South St. Redding, CA, 96001,	(714) 461-9559	david.canales@maasenergy.com	X	
Opal Fuels	Todd Wilmoth	10225 Philadelphia CtRancho Cucamonga, CA, 91730,	(951) 756-3766	twilmoth@opalfuels.com	X	
Trillium	Charles Love	2929 Allen Parkway, Suite 4000, Houston, TX 77019	(713) 773-4879	charles.love@trilliumenergy.com	X	

RFP 24/25-SR 1981
Renewable Natural Gas Supplier
Scoring Matrix

	Points	MAAS	Opal	Clean Energy	Trillium	US Energy
Understanding of the Scope of Work	20	20	20	20	20	20
Demonstrates a clear understanding of the LCFS services required.						
Technical Approach and Methodology	20	20	20	20	20	19
Proposal outlines a comprehensive and feasible approach to providing the required services.						
Experience and Qualifications	20	19	19	19	19	19
Firm's experience with similar projects, particularly federally funded transit projects						
Key Personnel and Project Team	10	9	9	9	9	9
Qualifications of key personnel who will be assigned to this project.						
Price Proposal	30	30	25	26	24	28
Competitive and reasonable cost in comparison to other proposals.						
Total Points	100	98	93	94	92	95

Base Contract for Sale and Purchase of Natural Gas

This Base Contract is entered into as of the following date: November 1, 2024

The parties to this Base Contract are the following:

PARTY A Maas Energy Works, LLC	PARTY NAME	PARTY B City of Porterville
1730 South Street Redding, CA 96001	ADDRESS	291 N. Main St. Porterville, CA 93257
www.maasenergy.com	BUSINESS WEBSITE	www.ci.porterville.ca.us
n/a	CONTRACT NUMBER	City of Porterville-01
	D-U-N-S® NUMBER	
☒ US FEDERAL: 27-2367714 ☐ OTHER:	TAX ID NUMBERS	☒ US FEDERAL: ☐ OTHER:
Delaware	JURISDICTION OF ORGANIZATION	California
☐ Corporation ☐ Limited Partnership ☐ LLP ☒ LLC ☐ Partnership ☐ Other: _____	COMPANY TYPE	☒ Corporation ☐ Limited Partnership ☐ LLP ☒ Other: <u>Municipal Corporation</u> ☐ LLC ☐ Partnership
n/a	GUARANTOR (IF APPLICABLE)	n/a
CONTACT INFORMATION		
ATTN: Daryl Maas TEL#: 210-527-7631 FAX#: n/a EMAIL: daryl@maasenergy.com	▪ COMMERCIAL	ATTN: Richard Tree TEL#: (559) 782-7514 FAX#: n/a EMAIL: rtree@ci.porterville.ca.us
ATTN: Mark Vincelli TEL#: 530-410-1235 FAX#: n/a EMAIL: mark.vincelli@maasenergy.com	▪ SCHEDULING	ATTN: Richard Tree TEL#: (559) 782-7514 FAX#: n/a EMAIL: rtree@ci.porterville.ca.us
ATTN: Jacob Baldwin TEL#: 530-744-4793 FAX#: n/a EMAIL: jacob.baldwin@maasenergy.com	▪ CONTRACT AND LEGAL NOTICES	ATTN: Richard Tree TEL#: (559) 782-7514 FAX#: n/a EMAIL: rtree@ci.porterville.ca.us
ATTN: Stephen Hatley TEL#: 512-618-2987 FAX#: n/a EMAIL: stephen.hatley@maasenergy.com	▪ CREDIT	ATTN: Richard Tree TEL#: (559) 782-7514 FAX#: n/a EMAIL: rtree@ci.porterville.ca.us
ATTN: Mark Vincelli TEL#: 530-410-1235 FAX#: n/a EMAIL: mark.vincelli@maasenergy.com	▪ TRANSACTION CONFIRMATIONS	ATTN: Richard Tree TEL#: (559) 782-7514 FAX#: n/a EMAIL: rtree@ci.porterville.ca.us
ACCOUNTING INFORMATION		
ATTN: Accounts Payable TEL#: 530-410-1235 FAX#: n/a EMAIL: mark.vincelli@maasenergy.com	▪ INVOICES ▪ PAYMENTS ▪ SETTLEMENTS	ATTN: Richard Tree TEL#: (559) 782-7514 FAX#: n/a EMAIL: rtree@ci.porterville.ca.us
BANK: ABA: ACCT: OTHER DETAILS:	WIRE TRANSFER NUMBERS (IF APPLICABLE)	BANK: ABA: ACCT: OTHER DETAILS:
BANK: ABA: ACCT: OTHER DETAILS:	ACH NUMBERS (IF APPLICABLE)	BANK: ABA: ACCT: OTHER DETAILS:
ATTN: ADDRESS:	CHECKS (IF APPLICABLE)	ATTN: ADDRESS:

Base Contract for Sale and Purchase of Natural Gas

(Continued)

This Base Contract incorporates by reference for all purposes the General Terms and Conditions for Sale and Purchase of Natural Gas published by the North American Energy Standards Board. The parties hereby agree to the following provisions offered in said General Terms and Conditions. In the event the parties fail to check a box, the specified default provision shall apply. Select the appropriate box(es) from each section:

Section 1.2 Transaction Procedure ☐ Oral (default) OR ☒ Written	Section 10.2 Additional Events of Default ☒ No Additional Events of Default (default) ☐ Indebtedness Cross Default ☐ Party A: _____ ☐ Party B: _____ ☐ Transactional Cross Default <u>Specified Transactions:</u> _____ _____ _____
Section 2.7 Confirm Deadline ☒ 2 Business Days after receipt (default) OR ☐ _ Business Days after receipt	
Section 2.8 Confirming Party ☒ Seller (default) OR ☐ Buyer	
Section 3.2 Performance Obligation ☒ Cover Standard (default) OR ☐ Spot Price Standard	
Note: The following Spot Price Publication applies to both of the immediately preceding.	
Section 2.31 Spot Price Publication ☒ Gas Daily Midpoint (default) OR ☐ _____	Section 10.3.1 Early Termination Damages ☒ Early Termination Damages Apply (default) OR ☐ Early Termination Damages Do Not Apply
Section 6 Taxes ☒ Buyer Pays At and After Delivery Point (default) OR ☐ Seller Pays Before and At Delivery Point	
Section 7.2 Payment Date ☒ 25 th Day of Month following Month of delivery (default) OR ☐ Day of Month following Month of delivery	Section 10.3.2 Other Agreement Setoffs ☒ Other Agreement Setoffs Apply (default) ☐ Bilateral (default) ☐ Triangular OR ☐ Other Agreement Setoffs Do Not Apply
Section 7.2 Method of Payment ☒ Wire transfer (default) ☐ Automated Clearinghouse Credit (ACH) ☐ Check	Section 15.5 Choice Of Law _____ California _____
Section 7.7 Netting ☒ Netting applies (default) OR ☐ Netting does not apply	
☒ Special Provisions Number of sheets attached: <u>4 pages</u> ☐ Addendum(s): _____	

IN WITNESS WHEREOF, the parties hereto have executed this Base Contract in duplicate.

Maas Energy Works, LLC	<i>PARTY NAME</i>	City of Porterville
By: _____	SIGNATURE	By: _____
Daryl Maas	PRINTED NAME	Richard Tree
CEO	TITLE	Director of Transportation

General Terms and Conditions

Base Contract for Sale and Purchase of Natural Gas

SECTION 1. PURPOSE AND PROCEDURES

1.1. These General Terms and Conditions are intended to facilitate purchase and sale transactions of Gas on a Firm or Interruptible basis. "Buyer" refers to the party receiving Gas and "Seller" refers to the party delivering Gas. The entire agreement between the parties shall be the Contract as defined in Section 2.9.

The parties have selected either the "Oral Transaction Procedure" or the "Written Transaction Procedure" as indicated on the Base Contract.

Oral Transaction Procedure:

1.2. The parties will use the following Transaction Confirmation procedure. Any Gas purchase and sale transaction may be effectuated in an EDI transmission or telephone conversation with the offer and acceptance constituting the agreement of the parties. The parties shall be legally bound from the time they so agree to transaction terms and may each rely thereon. Any such transaction shall be considered a "writing" and to have been "signed". Notwithstanding the foregoing sentence, the parties agree that Confirming Party shall, and the other party may, confirm a telephonic transaction by sending the other party a Transaction Confirmation by facsimile, EDI or mutually agreeable electronic means within three Business Days of a transaction covered by this Section 1.2 (Oral Transaction Procedure) provided that the failure to send a Transaction Confirmation shall not invalidate the oral agreement of the parties. Confirming Party adopts its confirming letterhead, or the like, as its signature on any Transaction Confirmation as the identification and authentication of Confirming Party. If the Transaction Confirmation contains any provisions other than those relating to the commercial terms of the transaction (i.e., price, quantity, performance obligation, delivery point, period of delivery and/or transportation conditions), which modify or supplement the Base Contract or General Terms and Conditions of this Contract (e.g., arbitration or additional representations and warranties), such provisions shall not be deemed to be accepted pursuant to Section 1.3 but must be expressly agreed to by both parties; provided that the foregoing shall not invalidate any transaction agreed to by the parties.

Written Transaction Procedure:

1.2. The parties will use the following Transaction Confirmation procedure. Should the parties come to an agreement regarding a Gas purchase and sale transaction for a particular Delivery Period, the Confirming Party shall, and the other party may, record that agreement on a Transaction Confirmation and communicate such Transaction Confirmation by facsimile, EDI or mutually agreeable electronic means, to the other party by the close of the Business Day following the date of agreement. The parties acknowledge that their agreement will not be binding until the exchange of nonconflicting Transaction Confirmations or the passage of the Confirm Deadline without objection from the receiving party, as provided in Section 1.3.

1.3. If a sending party's Transaction Confirmation is materially different from the receiving party's understanding of the agreement referred to in Section 1.2, such receiving party shall notify the sending party via facsimile, EDI or mutually agreeable electronic means by the Confirm Deadline, unless such receiving party has previously sent a Transaction Confirmation to the sending party. The failure of the receiving party to so notify the sending party in writing by the Confirm Deadline constitutes the receiving party's agreement to the terms of the transaction described in the sending party's Transaction Confirmation. If there are any material differences between timely sent Transaction Confirmations governing the same transaction, then neither Transaction Confirmation shall be binding until or unless such differences are resolved including the use of any evidence that clearly resolves the differences in the Transaction Confirmations. In the event of a conflict among the terms of (i) a binding Transaction Confirmation pursuant to Section 1.2, (ii) the oral agreement of the parties which may be evidenced by a recorded conversation, where the parties have selected the Oral Transaction Procedure of the Base Contract, (iii) the Base Contract, and (iv) these General Terms and Conditions, the terms of the documents shall govern in the priority listed in this sentence.

1.4. The parties agree that each party may electronically record all telephone conversations with respect to this Contract between their respective employees, without any special or further notice to the other party. Each party shall obtain any necessary consent of its agents and employees to such recording. Where the parties have selected the Oral Transaction Procedure in Section 1.2 of the Base Contract, the parties agree not to contest the validity or enforceability of telephonic recordings entered into in accordance with the requirements of this Base Contract.

SECTION 2. DEFINITIONS

The terms set forth below shall have the meaning ascribed to them below. Other terms are also defined elsewhere in the Contract and shall have the meanings ascribed to them herein.

2.1. "Additional Event of Default" shall mean Transactional Cross Default or Indebtedness Cross Default, each as and if selected by the parties pursuant to the Base Contract.

2.2. "Affiliate" shall mean, in relation to any person, any entity controlled, directly or indirectly, by the person, any entity that controls, directly or indirectly, the person or any entity directly or indirectly under common control with the person. For this purpose, "control" of any entity or person means ownership of at least 50 percent of the voting power of the entity or person.

- 2.3. "Alternative Damages" shall mean such damages, expressed in dollars or dollars per MMBtu, as the parties shall agree upon in the Transaction Confirmation, in the event either Seller or Buyer fails to perform a Firm obligation to deliver Gas in the case of Seller or to receive Gas in the case of Buyer.
- 2.4. "Base Contract" shall mean a contract executed by the parties that incorporates these General Terms and Conditions by reference; that specifies the agreed selections of provisions contained herein; and that sets forth other information required herein and any Special Provisions and addendum(s) as identified on page one.
- 2.5. "British thermal unit" or "Btu" shall mean the International BTU, which is also called the Btu (IT).
- 2.6. "Business Day(s)" shall mean Monday through Friday, excluding Federal Banking Holidays for transactions in the U.S.
- 2.7. "Confirm Deadline" shall mean 5:00 p.m. in the receiving party's time zone on the second Business Day following the Day a Transaction Confirmation is received or, if applicable, on the Business Day agreed to by the parties in the Base Contract; provided, if the Transaction Confirmation is time stamped after 5:00 p.m. in the receiving party's time zone, it shall be deemed received at the opening of the next Business Day.
- 2.8. "Confirming Party" shall mean the party designated in the Base Contract to prepare and forward Transaction Confirmations to the other party.
- 2.9. "Contract" shall mean the legally-binding relationship established by (i) the Base Contract, (ii) any and all binding Transaction Confirmations and (iii) where the parties have selected the Oral Transaction Procedure in Section 1.2 of the Base Contract, any and all transactions that the parties have entered into through an EDI transmission or by telephone, but that have not been confirmed in a binding Transaction Confirmation, all of which shall form a single integrated agreement between the parties.
- 2.10. "Contract Price" shall mean the amount expressed in U.S. Dollars per MMBtu to be paid by Buyer to Seller for the purchase of Gas as agreed to by the parties in a transaction.
- 2.11. "Contract Quantity" shall mean the quantity of Gas to be delivered and taken as agreed to by the parties in a transaction.
- 2.12. "Cover Standard", as referred to in Section 3.2, shall mean that if there is an unexcused failure to take or deliver any quantity of Gas pursuant to this Contract, then the performing party shall use commercially reasonable efforts to (i) if Buyer is the performing party, obtain Gas, (or an alternate fuel if elected by Buyer and replacement Gas is not available), or (ii) if Seller is the performing party, sell Gas, in either case, at a price reasonable for the delivery or production area, as applicable, consistent with: the amount of notice provided by the nonperforming party; the immediacy of the Buyer's Gas consumption needs or Seller's Gas sales requirements, as applicable; the quantities involved; and the anticipated length of failure by the nonperforming party.
- 2.13. "Credit Support Obligation(s)" shall mean any obligation(s) to provide or establish credit support for, or on behalf of, a party to this Contract such as cash, an irrevocable standby letter of credit, a margin agreement, a prepayment, a security interest in an asset, guaranty, or other good and sufficient security of a continuing nature.
- 2.14. "Day" shall mean a period of 24 consecutive hours, coextensive with a "day" as defined by the Receiving Transporter in a particular transaction.
- 2.15. "Delivery Period" shall be the period during which deliveries are to be made as agreed to by the parties in a transaction.
- 2.16. "Delivery Point(s)" shall mean such point(s) as are agreed to by the parties in a transaction.
- 2.17. "EDI" shall mean an electronic data interchange pursuant to an agreement entered into by the parties, specifically relating to the communication of Transaction Confirmations under this Contract.
- 2.18. "EFP" shall mean the purchase, sale or exchange of natural Gas as the "physical" side of an exchange for physical transaction involving gas futures contracts. EFP shall incorporate the meaning and remedies of "Firm", provided that a party's excuse for nonperformance of its obligations to deliver or receive Gas will be governed by the rules of the relevant futures exchange regulated under the Commodity Exchange Act.
- 2.19. "Firm" shall mean that either party may interrupt its performance without liability only to the extent that such performance is prevented for reasons of Force Majeure; provided, however, that during Force Majeure interruptions, the party invoking Force Majeure may be responsible for any Imbalance Charges as set forth in Section 4.3 related to its interruption after the nomination is made to the Transporter and until the change in deliveries and/or receipts is confirmed by the Transporter.
- 2.20. "Gas" shall mean any mixture of hydrocarbons and noncombustible gases in a gaseous state consisting primarily of methane.
- 2.21. "Guarantor" shall mean any entity that has provided a guaranty of the obligations of a party hereunder.
- 2.22. "Imbalance Charges" shall mean any fees, penalties, costs or charges (in cash or in kind) assessed by a Transporter for failure to satisfy the Transporter's balance and/or nomination requirements.
- 2.23. "Indebtedness Cross Default" shall mean if selected on the Base Contract by the parties with respect to a party, that it or its Guarantor, if any, experiences a default, or similar condition or event however therein defined, under one or more agreements or instruments, individually or collectively, relating to indebtedness (such indebtedness to include any obligation whether present or future, contingent or otherwise, as principal or surety or otherwise) for the payment or repayment of borrowed money in an aggregate amount greater than the threshold specified in the Base Contract with respect to such party or its Guarantor, if any, which results in such indebtedness becoming immediately due and payable.

- 2.24. "Interruptible" shall mean that either party may interrupt its performance at any time for any reason, whether or not caused by an event of Force Majeure, with no liability, except such interrupting party may be responsible for any Imbalance Charges as set forth in Section 4.3 related to its interruption after the nomination is made to the Transporter and until the change in deliveries and/or receipts is confirmed by Transporter.
- 2.25. "MMBtu" shall mean one million British thermal units, which is equivalent to one dekatherm.
- 2.26. "Month" shall mean the period beginning on the first Day of the calendar month and ending immediately prior to the commencement of the first Day of the next calendar month.
- 2.27. "Payment Date" shall mean a date, as indicated on the Base Contract, on or before which payment is due Seller for Gas received by Buyer in the previous Month.
- 2.28. "Receiving Transporter" shall mean the Transporter receiving Gas at a Delivery Point, or absent such receiving Transporter, the Transporter delivering Gas at a Delivery Point.
- 2.29. "Scheduled Gas" shall mean the quantity of Gas confirmed by Transporter(s) for movement, transportation or management.
- 2.30. "Specified Transaction(s)" shall mean any other transaction or agreement between the parties for the purchase, sale or exchange of physical Gas, and any other transaction or agreement identified as a Specified Transaction under the Base Contract.
- 2.31. "Spot Price " as referred to in Section 3.2 shall mean the price listed in the publication indicated on the Base Contract, under the listing applicable to the geographic location closest in proximity to the Delivery Point(s) for the relevant Day; provided, if there is no single price published for such location for such Day, but there is published a range of prices, then the Spot Price shall be the average of such high and low prices. If no price or range of prices is published for such Day, then the Spot Price shall be the average of the following: (i) the price (determined as stated above) for the first Day for which a price or range of prices is published that next precedes the relevant Day; and (ii) the price (determined as stated above) for the first Day for which a price or range of prices is published that next follows the relevant Day.
- 2.32. "Transaction Confirmation" shall mean a document, similar to the form of Exhibit A, setting forth the terms of a transaction formed pursuant to Section 1 for a particular Delivery Period.
- 2.33. "Transactional Cross Default" shall mean if selected on the Base Contract by the parties with respect to a party, that it shall be in default, however therein defined, under any Specified Transaction.
- 2.34. "Termination Option" shall mean the option of either party to terminate a transaction in the event that the other party fails to perform a Firm obligation to deliver Gas in the case of Seller or to receive Gas in the case of Buyer for a designated number of days during a period as specified on the applicable Transaction Confirmation.
- 2.35. "Transporter(s)" shall mean all Gas gathering or pipeline companies, or local distribution companies, acting in the capacity of a transporter, transporting Gas for Seller or Buyer upstream or downstream, respectively, of the Delivery Point pursuant to a particular transaction.

SECTION 3. PERFORMANCE OBLIGATION

- 3.1. Seller agrees to sell and deliver, and Buyer agrees to receive and purchase, the Contract Quantity for a particular transaction in accordance with the terms of the Contract. Sales and purchases will be on a Firm or Interruptible basis, as agreed to by the parties in a transaction.

The parties have selected either the "Cover Standard" or the "Spot Price Standard" as indicated on the Base Contract.

Cover Standard:

3.2. The sole and exclusive remedy of the parties in the event of a breach of a Firm obligation to deliver or receive Gas shall be recovery of the following: (i) in the event of a breach by Seller on any Day(s), payment by Seller to Buyer in an amount equal to the positive difference, if any, between the purchase price paid by Buyer utilizing the Cover Standard and the Contract Price, adjusted for commercially reasonable differences in transportation costs to or from the Delivery Point(s), multiplied by the difference between the Contract Quantity and the quantity actually delivered by Seller for such Day(s) excluding any quantity for which no replacement is available; or (ii) in the event of a breach by Buyer on any Day(s), payment by Buyer to Seller in the amount equal to the positive difference, if any, between the Contract Price and the price received by Seller utilizing the Cover Standard for the resale of such Gas, adjusted for commercially reasonable differences in transportation costs to or from the Delivery Point(s), multiplied by the difference between the Contract Quantity and the quantity actually taken by Buyer for such Day(s) excluding any quantity for which no sale is available; and (iii) in the event that Buyer has used commercially reasonable efforts to replace the Gas or Seller has used commercially reasonable efforts to sell the Gas to a third party, and no such replacement or sale is available for all or any portion of the Contract Quantity of Gas, then in addition to (i) or (ii) above, as applicable, the sole and exclusive remedy of the performing party with respect to the Gas not replaced or sold shall be an amount equal to any unfavorable difference between the Contract Price and the Spot Price, adjusted for such transportation to the applicable Delivery Point, multiplied by the quantity of such Gas not replaced or sold. Imbalance Charges shall not be recovered under this Section 3.2, but Seller and/or Buyer shall be responsible for Imbalance Charges, if any, as provided in Section 4.3. The amount of such unfavorable difference shall be payable five Business Days after presentation of the performing party's invoice, which shall set forth the basis upon which such amount was calculated.

Spot Price Standard:

3.2. The sole and exclusive remedy of the parties in the event of a breach of a Firm obligation to deliver or receive Gas shall be recovery of the following: (i) in the event of a breach by Seller on any Day(s), payment by Seller to Buyer in an amount equal to the difference between the Contract Quantity and the actual quantity delivered by Seller and received by Buyer for such Day(s), multiplied by the positive difference, if any, obtained by subtracting the Contract Price from the Spot Price; or (ii) in the event of a breach by Buyer on any Day(s), payment by Buyer to Seller in an amount equal to the difference between the Contract Quantity and the actual quantity delivered by Seller and received by Buyer for such Day(s), multiplied by the positive difference, if any, obtained by subtracting the applicable Spot Price from the Contract Price. Imbalance Charges shall not be recovered under this Section 3.2, but Seller and/or Buyer shall be responsible for Imbalance Charges, if any, as provided in Section 4.3. The amount of such unfavorable difference shall be payable five Business Days after presentation of the performing party's invoice, which shall set forth the basis upon which such amount was calculated.

3.3. Notwithstanding Section 3.2, the parties may agree to Alternative Damages in a Transaction Confirmation executed in writing by both parties.

3.4. In addition to Sections 3.2 and 3.3, the parties may provide for a Termination Option in a Transaction Confirmation executed in writing by both parties. The Transaction Confirmation containing the Termination Option will designate the length of nonperformance triggering the Termination Option and the procedures for exercise thereof, how damages for nonperformance will be compensated, and how liquidation costs will be calculated.

SECTION 4. TRANSPORTATION, NOMINATIONS, AND IMBALANCES

4.1. Seller shall have the sole responsibility for transporting the Gas to the Delivery Point(s). Buyer shall have the sole responsibility for transporting the Gas from the Delivery Point(s).

4.2. The parties shall coordinate their nomination activities, giving sufficient time to meet the deadlines of the affected Transporter(s). Each party shall give the other party timely prior Notice, sufficient to meet the requirements of all Transporter(s) involved in the transaction, of the quantities of Gas to be delivered and purchased each Day. Should either party become aware that actual deliveries at the Delivery Point(s) are greater or lesser than the Scheduled Gas, such party shall promptly notify the other party.

4.3. The parties shall use commercially reasonable efforts to avoid imposition of any Imbalance Charges. If Buyer or Seller receives an invoice from a Transporter that includes Imbalance Charges, the parties shall determine the validity as well as the cause of such Imbalance Charges. If the Imbalance Charges were incurred as a result of Buyer's receipt of quantities of Gas greater than or less than the Scheduled Gas, then Buyer shall pay for such Imbalance Charges or reimburse Seller for such Imbalance Charges paid by Seller. If the Imbalance Charges were incurred as a result of Seller's delivery of quantities of Gas greater than or less than the Scheduled Gas, then Seller shall pay for such Imbalance Charges or reimburse Buyer for such Imbalance Charges paid by Buyer.

SECTION 5. QUALITY AND MEASUREMENT

All Gas delivered by Seller shall meet the pressure, quality and heat content requirements of the Receiving Transporter. The unit of quantity measurement for purposes of this Contract shall be one MMBtu dry. Measurement of Gas quantities hereunder shall be in accordance with the established procedures of the Receiving Transporter.

SECTION 6. TAXES

The parties have selected either "Buyer Pays At and After Delivery Point" or "Seller Pays Before and At Delivery Point" as indicated on the Base Contract.

Buyer Pays At and After Delivery Point:

Seller shall pay or cause to be paid all taxes, fees, levies, penalties, licenses or charges imposed by any government authority ("Taxes") on or with respect to the Gas prior to the Delivery Point(s). Buyer shall pay or cause to be paid all Taxes on or with respect to the Gas at the Delivery Point(s) and all Taxes after the Delivery Point(s). If a party is required to remit or pay Taxes that are the other party's responsibility hereunder, the party responsible for such Taxes shall promptly reimburse the other party for such Taxes. Any party entitled to an exemption from any such Taxes or charges shall furnish the other party any necessary documentation thereof.

Seller Pays Before and At Delivery Point:

Seller shall pay or cause to be paid all taxes, fees, levies, penalties, licenses or charges imposed by any government authority ("Taxes") on or with respect to the Gas prior to the Delivery Point(s) and all Taxes at the Delivery Point(s). Buyer shall pay or cause to be paid all Taxes on or with respect to the Gas after the Delivery Point(s). If a party is required to remit or pay Taxes that are the other party's responsibility hereunder, the party responsible for such Taxes shall promptly reimburse the other party for such Taxes. Any party entitled to an exemption from any such Taxes or charges shall furnish the other party any necessary documentation thereof.

SECTION 7. BILLING, PAYMENT, AND AUDIT

7.1. Seller shall invoice Buyer for Gas delivered and received in the preceding Month and for any other applicable charges, providing supporting documentation acceptable in industry practice to support the amount charged. If the actual quantity delivered is not known by the billing date, billing will be prepared based on the quantity of Scheduled Gas. The invoiced quantity will then be adjusted to the actual quantity on the following Month's billing or as soon thereafter as actual delivery information is available.

7.2. Buyer shall remit the amount due under Section 7.1 in the manner specified in the Base Contract, in immediately available funds, on or before the later of the Payment Date or 10 Days after receipt of the invoice by Buyer; provided that if the Payment Date is not a Business Day, payment is due on the next Business Day following that date. In the event any payments are due Buyer hereunder, payment to Buyer shall be made in accordance with this Section 7.2.

7.3. In the event payments become due pursuant to Sections 3.2 or 3.3, the performing party may submit an invoice to the nonperforming party for an accelerated payment setting forth the basis upon which the invoiced amount was calculated. Payment from the nonperforming party will be due five Business Days after receipt of invoice.

7.4. If the invoiced party, in good faith, disputes the amount of any such invoice or any part thereof, such invoiced party will pay such amount as it concedes to be correct; provided, however, if the invoiced party disputes the amount due, it must provide supporting documentation acceptable in industry practice to support the amount paid or disputed without undue delay. In the event the parties are unable to resolve such dispute, either party may pursue any remedy available at law or in equity to enforce its rights pursuant to this Section.

7.5. If the invoiced party fails to remit the full amount payable when due, interest on the unpaid portion shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under "Money Rates" by The Wall Street Journal, plus two percent per annum; or (ii) the maximum applicable lawful interest rate.

7.6. A party shall have the right, at its own expense, upon reasonable Notice and at reasonable times, to examine and audit and to obtain copies of the relevant portion of the books, records, and telephone recordings of the other party only to the extent reasonably necessary to verify the accuracy of any statement, charge, payment, or computation made under the Contract. This right to examine, audit, and to obtain copies shall not be available with respect to proprietary information not directly relevant to transactions under this Contract. All invoices and billings shall be conclusively presumed final and accurate and all associated claims for under- or overpayments shall be deemed waived unless such invoices or billings are objected to in writing, with adequate explanation and/or documentation, within two years after the Month of Gas delivery. All retroactive adjustments under Section 7 shall be paid in full by the party owing payment within 30 Days of Notice and substantiation of such inaccuracy.

7.7. Unless the parties have elected on the Base Contract not to make this Section 7.7 applicable to this Contract, the parties shall net all undisputed amounts due and owing, and/or past due, arising under the Contract such that the party owing the greater amount shall make a single payment of the net amount to the other party in accordance with Section 7; provided that no payment required to be made pursuant to the terms of any Credit Support Obligation or pursuant to Section 7.3 shall be subject to netting under this Section. If the parties have executed a separate netting agreement, the terms and conditions therein shall prevail to the extent inconsistent herewith.

SECTION 8. TITLE, WARRANTY, AND INDEMNITY

8.1. Unless otherwise specifically agreed, title to the Gas shall pass from Seller to Buyer at the Delivery Point(s). Seller shall have responsibility for and assume any liability with respect to the Gas prior to its delivery to Buyer at the specified Delivery Point(s). Buyer shall have responsibility for and assume any liability with respect to said Gas after its delivery to Buyer at the Delivery Point(s).

8.2. Seller warrants that it will have the right to convey and will transfer good and merchantable title to all Gas sold hereunder and delivered by it to Buyer, free and clear of all liens, encumbrances, and claims. EXCEPT AS PROVIDED IN THIS SECTION 8.2 AND IN SECTION 15.8, ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR ANY PARTICULAR PURPOSE, ARE DISCLAIMED.

8.3. Seller agrees to indemnify Buyer and save it harmless from all losses, liabilities or claims including reasonable attorneys' fees and costs of court ("Claims"), from any and all persons, arising from or out of claims of title, personal injury (including death) or property damage from said Gas or other charges thereon which attach before title passes to Buyer. Buyer agrees to indemnify Seller and save it harmless from all Claims, from any and all persons, arising from or out of claims regarding payment, personal injury (including death) or property damage from said Gas or other charges thereon which attach after title passes to Buyer.

8.4. The parties agree that the delivery of and the transfer of title to all Gas under this Contract shall take place within the Customs Territory of the United States (as defined in general note 2 of the Harmonized Tariff Schedule of the United States 19 U.S.C. §1202, General Notes, page 3); provided, however, that in the event Seller took title to the Gas outside the Customs Territory of the United States, Seller represents and warrants that it is the importer of record for all Gas entered and delivered into the United States, and shall be responsible for entry and entry summary filings as well as the payment of duties, taxes and fees, if any, and all applicable record keeping requirements.

8.5. Notwithstanding the other provisions of this Section 8, as between Seller and Buyer, Seller will be liable for all Claims to the extent that such arise from the failure of Gas delivered by Seller to meet the quality requirements of Section 5.

SECTION 9. NOTICES

9.1. All Transaction Confirmations, invoices, payment instructions, and other communications made pursuant to the Base Contract ("Notices") shall be made to the addresses specified in writing by the respective parties from time to time.

9.2. All Notices required hereunder shall be in writing and may be sent by facsimile or mutually acceptable electronic means, a nationally recognized overnight courier service, first class mail or hand delivered.

9.3. Notice shall be given when received on a Business Day by the addressee. In the absence of proof of the actual receipt date, the following presumptions will apply. Notices sent by facsimile shall be deemed to have been received upon the sending party's receipt of its facsimile machine's confirmation of successful transmission. If the day on which such facsimile is received is not a Business Day or is after five p.m. on a Business Day, then such facsimile shall be deemed to have been received on the next

following Business Day. Notice by overnight mail or courier shall be deemed to have been received on the next Business Day after it was sent or such earlier time as is confirmed by the receiving party. Notice via first class mail shall be considered delivered five Business Days after mailing.

9.4. The party receiving a commercially acceptable Notice of change in payment instructions or other payment information shall not be obligated to implement such change until ten Business Days after receipt of such Notice.

SECTION 10. FINANCIAL RESPONSIBILITY

10.1. If either party ("X") has reasonable grounds for insecurity regarding the performance of any obligation under this Contract (whether or not then due) by the other party ("Y") (including, without limitation, the occurrence of a material change in the creditworthiness of Y or its Guarantor, if applicable), X may demand Adequate Assurance of Performance. "Adequate Assurance of Performance" shall mean sufficient security in the form, amount, for a term, and from an issuer, all as reasonably acceptable to X, including, but not limited to cash, a standby irrevocable letter of credit, a prepayment, a security interest in an asset or guaranty. Y hereby grants to X a continuing first priority security interest in, lien on, and right of setoff against all Adequate Assurance of Performance in the form of cash transferred by Y to X pursuant to this Section 10.1. Upon the return by X to Y of such Adequate Assurance of Performance, the security interest and lien granted hereunder on that Adequate Assurance of Performance shall be released automatically and, to the extent possible, without any further action by either party.

10.2. In the event (each an "Event of Default") either party (the "Defaulting Party") or its Guarantor shall: (i) make an assignment or any general arrangement for the benefit of creditors; (ii) file a petition or otherwise commence, authorize, or acquiesce in the commencement of a proceeding or case under any bankruptcy or similar law for the protection of creditors or have such petition filed or proceeding commenced against it; (iii) otherwise become bankrupt or insolvent (however evidenced); (iv) be unable to pay its debts as they fall due; (v) have a receiver, provisional liquidator, conservator, custodian, trustee or other similar official appointed with respect to it or substantially all of its assets; (vi) fail to perform any obligation to the other party with respect to any Credit Support Obligations relating to the Contract; (vii) fail to give Adequate Assurance of Performance under Section 10.1 within 48 hours but at least one Business Day of a written request by the other party; (viii) not have paid any amount due the other party hereunder on or before the second Business Day following written Notice that such payment is due; or ix) be the affected party with respect to any Additional Event of Default; then the other party (the "Non-Defaulting Party") shall have the right, at its sole election, to immediately withhold and/or suspend deliveries or payments upon Notice and/or to terminate and liquidate the transactions under the Contract, in the manner provided in Section 10.3, in addition to any and all other remedies available hereunder.

10.3. If an Event of Default has occurred and is continuing, the Non-Defaulting Party shall have the right, by Notice to the Defaulting Party, to designate a Day, no earlier than the Day such Notice is given and no later than 20 Days after such Notice is given, as an early termination date (the "Early Termination Date") for the liquidation and termination pursuant to Section 10.3.1 of all transactions under the Contract, each a "Terminated Transaction". On the Early Termination Date, all transactions will terminate, other than those transactions, if any, that may not be liquidated and terminated under applicable law ("Excluded Transactions"), which Excluded Transactions must be liquidated and terminated as soon thereafter as is legally permissible, and upon termination shall be a Terminated Transaction and be valued consistent with Section 10.3.1 below. With respect to each Excluded Transaction, its actual termination date shall be the Early Termination Date for purposes of Section 10.3.1.

The parties have selected either "Early Termination Damages Apply" or "Early Termination Damages Do Not Apply" as indicated on the Base Contract.

Early Termination Damages Apply:

10.3.1. As of the Early Termination Date, the Non-Defaulting Party shall determine, in good faith and in a commercially reasonable manner, (i) the amount owed (whether or not then due) by each party with respect to all Gas delivered and received between the parties under Terminated Transactions and Excluded Transactions on and before the Early Termination Date and all other applicable charges relating to such deliveries and receipts (including without limitation any amounts owed under Section 3.2), for which payment has not yet been made by the party that owes such payment under this Contract and (ii) the Market Value, as defined below, of each Terminated Transaction. The Non-Defaulting Party shall (x) liquidate and accelerate each Terminated Transaction at its Market Value, so that each amount equal to the difference between such Market Value and the Contract Value, as defined below, of such Terminated Transaction(s) shall be due to the Buyer under the Terminated Transaction(s) if such Market Value exceeds the Contract Value and to the Seller if the opposite is the case; and (y) where appropriate, discount each amount then due under clause (x) above to present value in a commercially reasonable manner as of the Early Termination Date (to take account of the period between the date of liquidation and the date on which such amount would have otherwise been due pursuant to the relevant Terminated Transactions).

For purposes of this Section 10.3.1, "Contract Value" means the amount of Gas remaining to be delivered or purchased under a transaction multiplied by the Contract Price, and "Market Value" means the amount of Gas remaining to be delivered or purchased under a transaction multiplied by the market price for a similar transaction at the Delivery Point determined by the Non-Defaulting Party in a commercially reasonable manner. To ascertain the Market Value, the Non-Defaulting Party may consider, among other valuations, any or all of the settlement prices of NYMEX Gas futures contracts, quotations from leading dealers in energy swap contracts or physical gas trading markets, similar sales or purchases and any other bona fide third-party offers, all adjusted for the length of the term and differences in transportation costs. A party shall not be required to enter into a replacement transaction(s) in order to determine the Market Value. Any extension(s) of the term of a transaction to which parties are not bound as of the Early Termination Date (including but not limited to "evergreen provisions") shall not be considered in determining Contract Values and Market Values. For the avoidance of doubt, any option pursuant to which one party has the right to extend

the term of a transaction shall be considered in determining Contract Values and Market Values. The rate of interest used in calculating net present value shall be determined by the Non-Defaulting Party in a commercially reasonable manner.

Early Termination Damages Do Not Apply:

10.3.1. As of the Early Termination Date, the Non-Defaulting Party shall determine, in good faith and in a commercially reasonable manner, the amount owed (whether or not then due) by each party with respect to all Gas delivered and received between the parties under Terminated Transactions and Excluded Transactions on and before the Early Termination Date and all other applicable charges relating to such deliveries and receipts (including without limitation any amounts owed under Section 3.2), for which payment has not yet been made by the party that owes such payment under this Contract.

The parties have selected either "Other Agreement Setoffs Apply" or "Other Agreement Setoffs Do Not Apply" as indicated on the Base Contract.

Other Agreement Setoffs Apply:

Bilateral Setoff Option:

10.3.2. The Non-Defaulting Party shall net or aggregate, as appropriate, any and all amounts owing between the parties under Section 10.3.1, so that all such amounts are netted or aggregated to a single liquidated amount payable by one party to the other (the "Net Settlement Amount"). At its sole option and without prior Notice to the Defaulting Party, the Non-Defaulting Party is hereby authorized to setoff any Net Settlement Amount against (i) any margin or other collateral held by a party in connection with any Credit Support Obligation relating to the Contract; and (ii) any amount(s) (including any excess cash margin or excess cash collateral) owed or held by the party that is entitled to the Net Settlement Amount under any other agreement or arrangement between the parties.

Triangular Setoff Option:

10.3.2. The Non-Defaulting Party shall net or aggregate, as appropriate, any and all amounts owing between the parties under Section 10.3.1, so that all such amounts are netted or aggregated to a single liquidated amount payable by one party to the other (the "Net Settlement Amount"). At its sole option, and without prior Notice to the Defaulting Party, the Non-Defaulting Party is hereby authorized to setoff (i) any Net Settlement Amount against any margin or other collateral held by a party in connection with any Credit Support Obligation relating to the Contract; (ii) any Net Settlement Amount against any amount(s) (including any excess cash margin or excess cash collateral) owed by or to a party under any other agreement or arrangement between the parties; (iii) any Net Settlement Amount owed to the Non-Defaulting Party against any amount(s) (including any excess cash margin or excess cash collateral) owed by the Non-Defaulting Party or its Affiliates to the Defaulting Party under any other agreement or arrangement; (iv) any Net Settlement Amount owed to the Defaulting Party against any amount(s) (including any excess cash margin or excess cash collateral) owed by the Defaulting Party to the Non-Defaulting Party or its Affiliates under any other agreement or arrangement; and/or (v) any Net Settlement Amount owed to the Defaulting Party against any amount(s) (including any excess cash margin or excess cash collateral) owed by the Defaulting Party or its Affiliates to the Non-Defaulting Party under any other agreement or arrangement.

Other Agreement Setoffs Do Not Apply:

10.3.2. The Non-Defaulting Party shall net or aggregate, as appropriate, any and all amounts owing between the parties under Section 10.3.1, so that all such amounts are netted or aggregated to a single liquidated amount payable by one party to the other (the "Net Settlement Amount"). At its sole option and without prior Notice to the Defaulting Party, the Non-Defaulting Party may setoff any Net Settlement Amount against any margin or other collateral held by a party in connection with any Credit Support Obligation relating to the Contract.

10.3.3. If any obligation that is to be included in any netting, aggregation or setoff pursuant to Section 10.3.2 is unascertained, the Non-Defaulting Party may in good faith estimate that obligation and net, aggregate or setoff, as applicable, in respect of the estimate, subject to the Non-Defaulting Party accounting to the Defaulting Party when the obligation is ascertained. Any amount not then due which is included in any netting, aggregation or setoff pursuant to Section 10.3.2 shall be discounted to net present value in a commercially reasonable manner determined by the Non-Defaulting Party.

10.4. As soon as practicable after a liquidation, Notice shall be given by the Non-Defaulting Party to the Defaulting Party of the Net Settlement Amount, and whether the Net Settlement Amount is due to or due from the Non-Defaulting Party. The Notice shall include a written statement explaining in reasonable detail the calculation of the Net Settlement Amount, provided that failure to give such Notice shall not affect the validity or enforceability of the liquidation or give rise to any claim by the Defaulting Party against the Non-Defaulting Party. The Net Settlement Amount as well as any setoffs applied against such amount pursuant to Section 10.3.2, shall be paid by the close of business on the second Business Day following such Notice, which date shall not be earlier than the Early Termination Date. Interest on any unpaid portion of the Net Settlement Amount as adjusted by setoffs, shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under "Money Rates" by The Wall Street Journal, plus two percent per annum; or (ii) the maximum applicable lawful interest rate.

10.5. The parties agree that the transactions hereunder constitute a "forward contract" within the meaning of the United States Bankruptcy Code and that Buyer and Seller are each "forward contract merchants" within the meaning of the United States Bankruptcy Code.

10.6. The Non-Defaulting Party's remedies under this Section 10 are the sole and exclusive remedies of the Non-Defaulting Party with respect to the occurrence of any Early Termination Date. Each party reserves to itself all other rights, setoffs, counterclaims and other defenses that it is or may be entitled to arising from the Contract.

10.7. With respect to this Section 10, if the parties have executed a separate netting agreement with close-out netting provisions, the terms and conditions therein shall prevail to the extent inconsistent herewith.

SECTION 11. FORCE MAJEURE

11.1. Except with regard to a party's obligation to make payment(s) due under Section 7, Section 10.4, and Imbalance Charges under Section 4, neither party shall be liable to the other for failure to perform a Firm obligation, to the extent such failure was caused by Force Majeure. The term "Force Majeure" as employed herein means any cause not reasonably within the control of the party claiming suspension, as further defined in Section 11.2.

11.2. Force Majeure shall include, but not be limited to, the following: (i) physical events such as acts of God, landslides, lightning, earthquakes, fires, storms or storm warnings, such as hurricanes, which result in evacuation of the affected area, floods, washouts, explosions, breakage or accident or necessity of repairs to machinery or equipment or lines of pipe; (ii) weather related events affecting an entire geographic region, such as low temperatures which cause freezing or failure of wells or lines of pipe; (iii) interruption and/or curtailment of Firm transportation and/or storage by Transporters; (iv) acts of others such as strikes, lockouts or other industrial disturbances, riots, sabotage, insurrections or wars, or acts of terror; and (v) governmental actions such as necessity for compliance with any court order, law, statute, ordinance, regulation, or policy having the effect of law promulgated by a governmental authority having jurisdiction. Seller and Buyer shall make reasonable efforts to avoid the adverse impacts of a Force Majeure and to resolve the event or occurrence once it has occurred in order to resume performance.

11.3. Neither party shall be entitled to the benefit of the provisions of Force Majeure to the extent performance is affected by any or all of the following circumstances: (i) the curtailment of interruptible or secondary Firm transportation unless primary, in-path, Firm transportation is also curtailed; (ii) the party claiming excuse failed to remedy the condition and to resume the performance of such covenants or obligations with reasonable dispatch; or (iii) economic hardship, to include, without limitation, Seller's ability to sell Gas at a higher or more advantageous price than the Contract Price, Buyer's ability to purchase Gas at a lower or more advantageous price than the Contract Price, or a regulatory agency disallowing, in whole or in part, the pass through of costs resulting from this Contract; (iv) the loss of Buyer's market(s) or Buyer's inability to use or resell Gas purchased hereunder, except, in either case, as provided in Section 11.2; or (v) the loss or failure of Seller's gas supply or depletion of reserves, except, in either case, as provided in Section 11.2. The party claiming Force Majeure shall not be excused from its responsibility for Imbalance Charges.

11.4. Notwithstanding anything to the contrary herein, the parties agree that the settlement of strikes, lockouts or other industrial disturbances shall be within the sole discretion of the party experiencing such disturbance.

11.5. The party whose performance is prevented by Force Majeure must provide Notice to the other party. Initial Notice may be given orally; however, written Notice with reasonably full particulars of the event or occurrence is required as soon as reasonably possible. Upon providing written Notice of Force Majeure to the other party, the affected party will be relieved of its obligation, from the onset of the Force Majeure event, to make or accept delivery of Gas, as applicable, to the extent and for the duration of Force Majeure, and neither party shall be deemed to have failed in such obligations to the other during such occurrence or event.

11.6. Notwithstanding Sections 11.2 and 11.3, the parties may agree to alternative Force Majeure provisions in a Transaction Confirmation executed in writing by both parties.

SECTION 12. TERM

This Contract may be terminated on 30 Day's written Notice, but shall remain in effect until the expiration of the latest Delivery Period of any transaction(s). The rights of either party pursuant to Section 7.6, Section 10, Section 13, the obligations to make payment hereunder, and the obligation of either party to indemnify the other, pursuant hereto shall survive the termination of the Base Contract or any transaction.

SECTION 13. LIMITATIONS

FOR BREACH OF ANY PROVISION FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY. A PARTY'S LIABILITY HEREUNDER SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED HEREIN OR IN A TRANSACTION, A PARTY'S LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY. SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. UNLESS EXPRESSLY HEREIN PROVIDED, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS HEREIN IMPOSED ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID HEREUNDER ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OR OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE DAMAGES CALCULATED HEREUNDER CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS.

SECTION 14. MARKET DISRUPTION

If a Market Disruption Event has occurred then the parties shall negotiate in good faith to agree on a replacement price for the Floating Price (or on a method for determining a replacement price for the Floating Price) for the affected Day, and if the parties have not so agreed on or before the second Business Day following the affected Day then the replacement price for the Floating Price shall be determined within the next two following Business Days with each party obtaining, in good faith and from non-affiliated market participants in the relevant market, two quotes for prices of Gas for the affected Day of a similar quality and quantity in the geographical location closest in proximity to the Delivery Point and averaging the four quotes. If either party fails to provide two quotes then the average of the other party's two quotes shall determine the replacement price for the Floating Price. "Floating Price" means the price or a factor of the price agreed to in the transaction as being based upon a specified index. "Market Disruption Event" means, with respect to an index specified for a transaction, any of the following events: (a) the failure of the index to announce or publish information necessary for determining the Floating Price; (b) the failure of trading to commence or the permanent discontinuation or material suspension of trading on the exchange or market acting as the index; (c) the temporary or permanent discontinuance or unavailability of the index; (d) the temporary or permanent closing of any exchange acting as the index; or (e) both parties agree that a material change in the formula for or the method of determining the Floating Price has occurred. For the purposes of the calculation of a replacement price for the Floating Price, all numbers shall be rounded to three decimal places. If the fourth decimal number is five or greater, then the third decimal number shall be increased by one and if the fourth decimal number is less than five, then the third decimal number shall remain unchanged.

SECTION 15. MISCELLANEOUS

15.1. This Contract shall be binding upon and inure to the benefit of the successors, assigns, personal representatives, and heirs of the respective parties hereto, and the covenants, conditions, rights and obligations of this Contract shall run for the full term of this Contract. No assignment of this Contract, in whole or in part, will be made without the prior written consent of the non-assigning party (and shall not relieve the assigning party from liability hereunder), which consent will not be unreasonably withheld or delayed; provided, either party may (i) transfer, sell, pledge, encumber, or assign this Contract or the accounts, revenues, or proceeds hereof in connection with any financing or other financial arrangements, or (ii) transfer its interest to any parent or Affiliate by assignment, merger or otherwise without the prior approval of the other party. Upon any such assignment, transfer and assumption, the transferor shall remain principally liable for and shall not be relieved of or discharged from any obligations hereunder.

15.2. If any provision in this Contract is determined to be invalid, void or unenforceable by any court having jurisdiction, such determination shall not invalidate, void, or make unenforceable any other provision, agreement or covenant of this Contract.

15.3. No waiver of any breach of this Contract shall be held to be a waiver of any other or subsequent breach.

15.4. This Contract sets forth all understandings between the parties respecting each transaction subject hereto, and any prior contracts, understandings and representations, whether oral or written, relating to such transactions are merged into and superseded by this Contract and any effective transaction(s). This Contract may be amended only by a writing executed by both parties.

15.5. The interpretation and performance of this Contract shall be governed by the laws of the jurisdiction as indicated on the Base Contract, excluding, however, any conflict of laws rule which would apply the law of another jurisdiction.

15.6. This Contract and all provisions herein will be subject to all applicable and valid statutes, rules, orders and regulations of any governmental authority having jurisdiction over the parties, their facilities, or Gas supply, this Contract or transaction or any provisions thereof.

15.7. There is no third party beneficiary to this Contract.

15.8. Each party to this Contract represents and warrants that it has full and complete authority to enter into and perform this Contract. Each person who executes this Contract on behalf of either party represents and warrants that it has full and complete authority to do so and that such party will be bound thereby.

15.9. The headings and subheadings contained in this Contract are used solely for convenience and do not constitute a part of this Contract between the parties and shall not be used to construe or interpret the provisions of this Contract.

15.10. Unless the parties have elected on the Base Contract not to make this Section 15.10 applicable to this Contract, neither party shall disclose directly or indirectly without the prior written consent of the other party the terms of any transaction to a third party (other than the employees, lenders, royalty owners, counsel, accountants and other agents of the party, or prospective purchasers of all or substantially all of a party's assets or of any rights under this Contract, provided such persons shall have agreed to keep such terms confidential) except (i) in order to comply with any applicable law, order, regulation, or exchange rule, (ii) to the extent necessary for the enforcement of this Contract, (iii) to the extent necessary to implement any transaction, (iv) to the extent necessary to comply with a regulatory agency's reporting requirements including but not limited to gas cost recovery proceedings; or (v) to the extent such information is delivered to such third party for the sole purpose of calculating a published index. Each party shall notify the other party of any proceeding of which it is aware which may result in disclosure of the terms of any transaction (other than as permitted hereunder) and use reasonable efforts to prevent or limit the disclosure. The existence of this Contract is not subject to this confidentiality obligation. Subject to Section 13, the parties shall be entitled to all remedies available at law or in equity to enforce, or seek relief in connection with this confidentiality obligation. The terms of any transaction hereunder shall be kept confidential by the parties hereto for one year from the expiration of the transaction.

In the event that disclosure is required by a governmental body or applicable law, the party subject to such requirement may disclose the material terms of this Contract to the extent so required, but shall promptly notify the other party, prior to disclosure, and shall cooperate (consistent with the disclosing party's legal obligations) with the other party's efforts to obtain protective orders or similar restraints with respect to such disclosure at the expense of the other party.

15.11. The parties may agree to dispute resolution procedures in Special Provisions attached to the Base Contract or in a Transaction Confirmation executed in writing by both parties.

15.12. Any original executed Base Contract, Transaction Confirmation or other related document may be digitally copied, photocopied, or stored on computer tapes and disks (the "Imaged Agreement"). The Imaged Agreement, if introduced as evidence on paper, the Transaction Confirmation, if introduced as evidence in automated facsimile form, the recording, if introduced as evidence in its original form, and all computer records of the foregoing, if introduced as evidence in printed format, in any judicial, arbitration, mediation or administrative proceedings will be admissible as between the parties to the same extent and under the same conditions as other business records originated and maintained in documentary form. Neither Party shall object to the admissibility of the recording, the Transaction Confirmation, or the Imaged Agreement on the basis that such were not originated or maintained in documentary form. However, nothing herein shall be construed as a waiver of any other objection to the admissibility of such evidence.

DISCLAIMER: The purposes of this Contract are to facilitate trade, avoid misunderstandings and make more definite the terms of contracts of purchase and sale of natural gas. Further, NAESB does not mandate the use of this Contract by any party. **NAESB DISCLAIMS AND EXCLUDES, AND ANY USER OF THIS CONTRACT ACKNOWLEDGES AND AGREES TO NAESB'S DISCLAIMER OF, ANY AND ALL WARRANTIES, CONDITIONS OR REPRESENTATIONS, EXPRESS OR IMPLIED, ORAL OR WRITTEN, WITH RESPECT TO THIS CONTRACT OR ANY PART THEREOF, INCLUDING ANY AND ALL IMPLIED WARRANTIES OR CONDITIONS OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS OR SUITABILITY FOR ANY PARTICULAR PURPOSE (WHETHER OR NOT NAESB KNOWS, HAS REASON TO KNOW, HAS BEEN ADVISED, OR IS OTHERWISE IN FACT AWARE OF ANY SUCH PURPOSE), WHETHER ALLEGED TO ARISE BY LAW, BY REASON OF CUSTOM OR USAGE IN THE TRADE, OR BY COURSE OF DEALING. EACH USER OF THIS CONTRACT ALSO AGREES THAT UNDER NO CIRCUMSTANCES WILL NAESB BE LIABLE FOR ANY DIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES ARISING OUT OF ANY USE OF THIS CONTRACT.**

TRANSACTION CONFIRMATION
FOR IMMEDIATE DELIVERY

EXHIBIT A

Letterhead/Logo	Date: _____, ____ Transaction Confirmation #: _____	
This Transaction Confirmation is subject to the Base Contract between Seller and Buyer dated _____. The terms of this Transaction Confirmation are binding unless disputed in writing within 2 Business Days of receipt unless otherwise specified in the Base Contract.		
SELLER: _____ _____ Attn: _____ Phone: _____ Fax: _____ Base Contract No. _____ Transporter: _____ Transporter Contract Number: _____	BUYER: _____ _____ Attn: _____ Phone: _____ Fax: _____ Base Contract No. _____ Transporter: _____ Transporter Contract Number: _____	
Contract Price: \$ _____/MMBtu or _____		
Delivery Period: Begin: _____, ____ End: _____, ____		
Performance Obligation and Contract Quantity: (Select One)		
Firm (Fixed Quantity): _____ MMBtus/day ☐ EFP	Firm (Variable Quantity): _____ MMBtus/day Minimum _____ MMBtus/day Maximum subject to Section 4.2. at election of ☐ Buyer or ☐ Seller	Interruptible: Up to _____ MMBtus/day
Delivery Point(s): _____ (If a pooling point is used, list a specific geographic and pipeline location):		
Special Conditions:		
Seller: _____ By: _____ Title: _____ Date: _____	Buyer: _____ By: _____ Title: _____ Date: _____	

**SPECIAL PROVISIONS TO BASE CONTRACT FOR
SALE AND PURCHASE OF NATURAL GAS (FORM NAESB Standard 6.3.1)
BY AND BETWEEN MAAS ENERGY WORKS, LLC AND CITY OF PORTERVILLE
DATED November 1, 2024**

The following Special Provisions shall govern and control over the foregoing provisions of the General Terms and Conditions to the Base Contract between Maas Energy Works, LLC ("**Party A**") and City of Porterville ("**Party B**") dated November 1, 2024 and shall be considered incorporated therein for all purposes. Any reference to this Base Contract shall include the following Special Provisions. Capitalized terms used, but not otherwise defined, in the following Special Provisions shall have the meanings ascribed to them in the Contract.

The General Terms and Conditions of the Base Contract are modified as follows:

1.2 Replace Section 1.2 (*Written Transaction Procedure*) with the following:

Written Transaction Procedure:
1.2.The parties will use the following Transaction Confirmation procedure. Should the parties come to an agreement regarding a Gas purchase and sale transaction for a particular Delivery Period, the parties shall execute a Transaction Confirmation for such transaction. The parties acknowledge that their agreement will not be binding until both parties have executed the Transaction Confirmation, and neither party shall have a right, interest or claim with respect to such agreement prior to the mutual execution of the Transaction Confirmation.

1.3 Delete the first three sentences of Section 1.3.

7.6 Add the following phrase to the end of the next to last sentence of Section 7.6:

"; *provided, however*, that the finality of all invoices and billings shall not apply to taxes, and the responsible party under this Contract shall continue to be responsible for such amounts".

8.2 Delete the last sentence of Section 8.2 and replace it with the following:

"EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES EXPRESSLY PROVIDED IN THIS CONTRACT, SELLER HEREBY NEGATES ALL EXPRESS, IMPLIED, OR STATUTORY REPRESENTATIONS AND WARRANTIES OF ANY KIND, INCLUDING THOSE RELATING TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR ARISING FROM COURSE OF DEALING OR USAGE OF TRADE."

8.3 Add the following to the end of Section 8.3:

"(a) Party A. Notwithstanding any other provisions in this Contract, including, without limitation, any and all limitations on damages, Party A agrees to indemnify Party B and save it harmless from all Claims from any and all third parties, to the extent arising from or out of: (a) any Party A-provided falsehood, material inaccuracy or misleading statement or information in any supporting documentation, including, without limitation, in registrations or any attestation related to the eligibility or qualification of RINs or LCFS Credits, based on RNG sold to Party B under this Contract; (b) Party A's gross negligence or willful misconduct or violation of law; or (c) Party A's breach of this Contract.

(b) Party B. Notwithstanding any other provisions in this Contract, including, without limitation, any and all limitations on damages, but subject to applicable law, Party B agrees to indemnify Seller and save it harmless from all Claims from any and all third parties, to the extent arising from or out of: (a) any Party B-provided falsehoods, misrepresentations, material inaccuracies or misleading statement in any supporting documentation, including, without limitation, registrations or any attestation related to RINs or LCFS Credits, based on RNG purchased from Party A under this Contract; (b) Party B's gross negligence or willful misconduct or violation of law; or (c) Party B's breach of this Contract.

Neither party shall be obligated to indemnify the other party and save such other party harmless to the extent any Claim arises out of or in connection with any intentional act, grossly negligent act or failure to act on the part of such other party, its officers, agents, or employees."

10.1 Add the following after the second sentence Section 10.1:

"Neither party shall have reasonable grounds for insecurity regarding the performance of any obligation under this Contract (whether or not then due) by the other party unless the other party has failed to timely pay or perform its obligations to the other party under this Contract."

10.3.1 Insert the following at the end of Section 10.3.1 (*Early Termination Damages Apply*):

"If the determination pursuant to clauses (x) and (y) above of the difference between the Market Value(s) and Contract Value(s) of all the Terminated Transactions does not result in an amount being owed to the Non-Defaulting Party, it shall be deemed that such difference is zero."

11.2 Add the following to the end of the first sentence of Section 11.2:

"; and (vi) any cause (including, but not limited to, any of the causes described in this Section 11.2) that (a) affects the production of RNG by any RNG Source for which Party A has secured Pathways in order to generate RINs and LCFS Credits with respect to RNG and Environmental Attributes sold to Party B under this Contract and (b) is not reasonably within the control of the owner or operator of such RNG Source".

12 Delete the second sentence of Section 12 and replace it with the following:

"The rights of either party pursuant to: (i) Section 7.6, (ii) Section 10, (iii) Section 13, (iv) Section 15, (v) the obligations to make payment hereunder, (vi) the obligation of either party to indemnify the other pursuant hereto, and (vii) any other provisions of this Contract that, by their nature or as set forth in this Contract, survive the termination of the Base Contract or any transaction, shall survive the termination of the Base Contract or any transaction."

15.8 Delete Section 15.8 in its entirety and replace it with the following:

"(a) Each party represents and warrants to the other party as follows on the date it executes any Transaction Confirmation hereunder:

(i) General. It is duly organized, validly existing and in good standing under the laws of the jurisdiction of its formation; the execution, delivery and performance of this Contract are within its powers, have been duly authorized by all necessary action and do not violate any of the terms and conditions in its governing documents, any contracts to which it is a party or any law, rule, regulation, order or the like to which it is subject; this Contract constitutes its legally valid and binding obligations enforceable against it in accordance with its terms (subject to applicable bankruptcy, reorganization, moratorium or similar laws affecting creditors' rights generally and subject, as to enforceability, to equitable principles of general application regardless of whether enforcement is sought in a proceeding in equity or at law); there is not pending or, to its knowledge, threatened against it any legal or regulatory proceedings that could materially adversely affect its ability to perform its obligations under this Contract.

(ii) Non-Reliance. It is acting for its own account, and it has made its own independent decisions to enter into that Transaction Confirmation and as to whether that Transaction Confirmation is appropriate or proper for it based upon its own judgment and upon advice from such advisers as it has deemed necessary. It is not relying on any communication (written or oral) of the other party as a recommendation to enter into such Transaction Confirmation; it being understood that information and explanations related to the terms and conditions of a Transaction Confirmation shall not be considered a recommendation to enter into such Transaction Confirmation. No communication (written or oral) received from the other party shall be deemed to be an assurance or guarantee as to the expected results of that Transaction Confirmation.

(iii) Assessment and Understanding. It is capable of assessing the merits of and understanding (on its own behalf or through independent professional advice), and understands and accepts the terms, conditions and risks of that Transaction Confirmation. It is also capable of assuming, and assumes, the risks of that Transaction Confirmation.

(iv) Status of Parties. The other party is not acting as a fiduciary for or an adviser to it in respect of that Transaction Confirmation. Each party understands and acknowledges that the other party may, either in connection with entering into a transaction or from time to time thereafter, engage in open market transactions that are designed to hedge or reduce the risks incurred by it in connection with such transaction and that the effect of such open market transactions may be to affect or reduce the value of such transaction.

(b) Each party agrees and acknowledges that it is not a "utility" as such term is used in the United States Bankruptcy Code (including 11 U.S.C. § 366) nor a provider of last resort.

(c) Each party acknowledges that it has had the opportunity to review and negotiate this Contract with the benefit of legal counsel of its own choice, and this Contract shall be considered for all purposes as prepared through the joint efforts of the parties and shall not be construed against one party or the other as a result of the manner in which this Contract was negotiated, prepared, drafted or executed.”

15.9 Insert the following at the end of Section 15.9:

“In this Contract, unless otherwise required by the context in which any term appears: (i) all monetary figures are in United States dollars, (ii) the singular shall include the plural and vice versa; (iii) each tense shall be construed to include the masculine, feminine and neuter tenses; (iv) “person” means any individual, sole proprietorship, partnership, limited liability company, joint venture, trust, unincorporated organization, association, corporation, institution, public benefit corporation, firm, joint stock company, estate, entity or governmental agency; (v) the words “including”, “include” and “includes” shall be deemed to be followed by the phrase “without limitation;” (vi) unless otherwise provided, references in a Transaction Confirmation to “Special Conditions” shall be to the special conditions of such Transaction Confirmation; (vii) the words “herein,” “hereof,” and “hereunder” shall refer to the Transaction Confirmation in which they appear as a whole and not to any particular section; and (viii) reference to any document, statute, regulation or other law means such document, or law, in each case as the same may be amended, modified, supplemented or replaced from time to time.”

15.10 Add (a) in the second line of Section 15.10, the words “or any financial information provided by a party under the terms of this Contract” after the words “the terms of any transaction”, (b) in the third line of Section 15.10, the word “Affiliates, consultants, financing and credit providers and secured parties” before the word “employees”, and (c) the following after the last sentence of the first paragraph of Section 15.10:

“With respect to any financial statements provided in connection with the Contract, the receiving party shall keep such financial statements confidential for a period of three years following the date such financial statements were received from the disclosing party. Notwithstanding anything to the contrary, (a) with the consent sent of the disclosing party (not to be unreasonably withheld), each party may provide such information to financial institutions and other persons providing or expressing interest in providing debt financing or refinancing, lease financing and/or credit support in connection with such party’s operations, and to persons that are potential equity participants or transferees or purchasers of such party, provided that such person executes a confidentiality agreement limiting further disclosure and use of such information substantially consistent with the obligations under the confidentiality agreements to which the parties (or their Affiliates) are bound (the “**Confidentiality Obligations**”), and (b) each receiving party may provide such information to its board members, equity owners, employees, legal counsel, and accountants consistent with its internal governance practices, subject to the Confidentiality Obligations. For the purposes of this Section 15.10, an Affiliate shall not be considered a third party, provided that such Affiliate agrees to be bound by the Confidentiality Obligations. Each party shall be responsible for compliance with the Confidentiality Obligations by each person to whom such party discloses any confidential information of the other party.”

15 Add the following after Section 15.12 as new Section 15.13 through new Section 15.14:

“15.13. Commodity Trade Option Representations. The parties agree that all transactions under this Contract are not derivative contracts and each shall either be a forward contract within the meaning of the Commodity Exchange Act, as amended, (the “**Act**”) and the regulations of the Commodity Futures Trading Commission (“**CFTC**”), or qualify for the commodity trade option exemption under CFTC Regulation § 32.3, and in reliance upon such agreement:

(a) Forward Contract. The parties agree that as of the date any transaction is entered into between the parties:

- (i) each party represents to the other that it is a commercial market participant with respect to the specified commodity;
- (ii) each party represents to the other that it intends to make or take physical delivery of the specified nonfinancial commodity; and
- (iii) to the extent a transaction includes any volumetric optionality, the holder of such optionality represents to the other party (a) that such optionality is primarily intended to address physical factors (such as weather, environmental factors, customer demand, available production, transport, shipping, operational constraints, or other physical factors) or regulatory requirements that reasonably influence demand for, or the supply of, the specified nonfinancial commodity; and (b) that such optionality is not primarily intended to address price risk.

(b) Commodity Trade Option. To the extent the transaction is, or is deemed to be, a commodity option, the parties agree that as of the date the transaction is entered into between the parties:

(i) the seller of the option represents to the buyer of the option that in connection with this transaction, the seller of the option is either (a) an eligible contract participant as defined in section 1a(18) of the Act and the regulations of the CFTC, or (b) a producer, processor, commercial user of or a merchant handling the commodity that is the subject of this transaction, or the products or byproducts thereof, and is offering or entering into this transaction solely for purposes related to its business as such;

(ii) the buyer of the option represents to the seller of the option that in connection with this transaction the buyer of the option is a producer, processor, commercial user of or a merchant handling the commodity that is the subject of this transaction or the products or byproducts thereof and is offering or entering into this transaction solely for purposes related to its business as such; and

(iii) each party represents to the other that the option, if exercised, would result in the sale of an exempt commodity for immediate or deferred delivery.

15.14. Counterparts; Electronic Signatures. This Contract, including any Transaction Confirmations, may be executed in as many counterparts as are necessary and all executed counterparts together shall constitute one and the same agreement. The electronic transmission of a signed original counterpart of this Contract and transmission, or re-transmission, of an electronically-signed counterpart shall be deemed to be the same as delivery of a signed original counterpart of this Contract."

TRANSACTION CONFIRMATION

	Effective Date: November 1, 2024 Contract No. City of Porterville-01
This Transaction Confirmation is subject to that certain Base Contract for Sale and Purchase of Natural Gas, including the Special Provisions attached thereto, dated concurrent herewith, between Seller and Buyer (the “Base Contract”). Buyer and Seller may each be referred to in this Transaction Confirmation as a “Party” and collectively as the “Parties”. This Transaction Confirmation is binding upon execution by the Parties. Capitalized terms used in this Transaction Confirmation have the respective meaning given in this Transaction Confirmation (including in <u>Special Condition 12</u>) or in the General Terms and Conditions. For purposes of this Transaction Confirmation, “Gas,” as used in the General Terms and Conditions, includes RNG.	
SELLER: Maas Energy Works, LLC 1730 South Street Redding, CA 96001 Attn: Daryl Maas Phone: 210-527-7631	BUYER: City of Porterville Attn: Transportation Department 291 N. Main St. Porterville, CA 93257 Phone: 559-782-7514
Contract Price: The “Contract Price” (\$/MMBtu) equals the Gas Index Price <i>plus</i> the EA Value. “Gas Index Price” means, for each MMBtu of RNG delivered hereunder in a given Month during the Delivery Period, the price published on the first Business Day of such Month in <i>Platts Gas Daily</i> in the table “Final Daily Price Survey – Platts Locations” under the column “Midpoint” for the geographic location closest in proximity to the Delivery Point for such MMBtu of RNG. “EA Value” means, for each MMBtu of RNG delivered hereunder in a given Month during the Delivery Period, the sum of the following: (a) For each RIN generated by Seller (or its designee) from such MMBtu, nineteen and eighty-nine hundredths (19.89%) of the gross proceeds received by Seller from its sale of such RIN; (b) For each Brown Gas LCFS Credit generated by Seller (or its designee) from such MMBtu, if any, one hundred percent (100%) of the gross proceeds received by Seller from its sale of such Brown Gas LCFS Credit; and (c) For each Green Gas LCFS Credit generated by Seller (or its designee) from such MMBtu, nineteen and eighty-nine hundredths (19.89%) of the gross proceeds received by Seller from its sale of such Green Gas LCFS Credit. Table 1 below summarizes EA Value percentages and the number of Green Gas LCFS Credits to be generated from each MMBtu of RNG purchased, sold, and dispensed in accordance with this Transaction Confirmation.	
Delivery Period: Begin: November 1, 2024	End: October 31, 2034

Performance Obligation:

Subject to the terms of this Transaction Confirmation, Seller shall have a Firm obligation to sell and deliver, and Buyer shall have a Firm obligation to purchase and receive, the Contract Quantity of RNG (including all associated Environmental Attributes) at the Delivery Points on each Day of the Delivery Period. Notwithstanding anything to the contrary in this Contract, Buyer acknowledges that neither RNG nor Gas will be purchased and sold hereunder at the CNG Station Meter, and Buyer is solely responsible for procuring the Gas to be dispensed as CNG at the CNG Station.

Contract Quantity:

The “**Contract Quantity**” for each Month of the Delivery Period is the quantity of RNG (in MMBtus) equal to one hundred percent (100%) of the CNG (in MMBtus) dispensed as Transportation Fuel at the CNG Station in such Month, *provided that* the Contract Quantity for each Month shall not exceed an amount equal to the then-current Maximum Daily Quantity *multiplied* by the number of calendar days in such Month. “**Maximum Daily Quantity**” means, subject to adjustment pursuant to Special Condition 2(b), 91 MMBtus per day.

Delivery Point(s):

The Delivery Point for RNG shall be the applicable Receiving Transporter’s meter located at the interconnection between the Commercial Distribution System and the RNG Source that produced the applicable RNG, such interconnection being the location where such RNG is first introduced into a Commercial Distribution System, *provided that* with respect to any RNG being stored by or for the benefit of Seller in a Gas storage facility in accordance with RFS, Seller can elect for the Delivery Point to be the meter used to nominate Gas stored at such facility into a Commercial Distribution System.

SPECIAL CONDITIONS

1. Invoices and Payments: The Gas Index Price portion of the Contract Price shall be paid pursuant to Section 7 of the General Terms and Conditions. With respect to the EA Value portion of the Contract Price, the “Payment Date” for purposes of Section 7.2 of the General Terms and Conditions and with respect to any proceeds received by Seller in any Month from the sale of RINs or LCFS Credits generated from the RNG purchased and sold hereunder shall be the last Day of the Month immediately following each Month. With respect to each Month during the Delivery Period, Seller shall, on or before the last Day of the immediately following Month, provide to Buyer a report substantiating its calculation of EA Value for such Month with respect to RNG purchased and sold to Buyer hereunder, including any reconciliation with respect to amounts previously paid to Buyer hereunder (with any overpayments to Buyer either deducted by Seller from its next payment to Buyer or promptly repaid by Buyer).

2. Forecasts, CNG Station Meter Statements, and CNG Station:

- a. ***Forecasts and CNG Station Meter Statements.*** Prior to the start of each Month during the Delivery Period, Buyer shall provide to Seller a non-binding estimate of the Contract Quantity for such Month. On the twentieth (20th) day of each Month during the Delivery Period, Buyer shall provide to Seller a non-binding update to such estimate. As soon as possible after the end of each Month during the Delivery Period, Buyer shall notify Seller of the amount of CNG (in MMBtus) dispensed as Transportation Fuel at the CNG Station in such Month, as measured by the CNG Station Meter and reported to Buyer on its utility invoice for such Month. Buyer shall make commercially reasonable efforts to provide Seller with access to (i) Gas delivery data from the CNG Station Meter prior to Buyer’s receipt of utility invoices, including authorizing utilities to provide Seller with real-time access to such data, and/or (ii) Gas receipt and/or CNG dispensing data that Buyer has or develops at the CNG Station, including real-time access to such data.

- b. ***Adjustments to Maximum Quantity.*** Effective upon the first day of each calendar quarter during the Delivery Period, Seller shall have the right, exercisable by giving Notice thereof to Buyer, to adjust the Maximum Daily Quantity, *provided that* in no event shall the adjusted Maximum Daily Quantity be less than 91 MMBtus per day.

3. RINs and LCFS Credits:

- a. ***General.*** The Parties acknowledge and agree that the generation of RINs and LCFS Credits from the RNG and Environmental Attributes purchased and sold hereunder is of fundamental importance for each Party to realize commercial benefit from the transactions contemplated by this Transaction Confirmation. To that end, and subject to Buyer's timely performance of its obligations under this Transaction Confirmation, Seller (or its designee) shall monthly generate RINs from the RNG delivered and received hereunder in accordance with the RFS and quarterly generate LCFS Credits from the RNG delivered and received hereunder in accordance with the LCFS. Seller shall use commercially reasonable efforts to maximize the gross dollar amount received by Seller from the sale by Seller of the RINs and LCFS Credits generated from the RNG and Environmental Attributes purchased and sold hereunder, taking into account (i) market circumstances existing at the time, (ii) any separate agreement or strategy agreed upon in writing by the Parties relating to the sale of RINs and LCFS Credits, and (iii) all other variables that a reasonably prudent person professionally marketing RINs and LCFS Credits in the United States of America would consider in evaluating transactions (including, but not limited to, delaying the sale of any RINs and LCFS Credits that have a reasonable likelihood of invalidation as a result of a pending or anticipated EPA or CARB enforcement action or other objective criteria until such issues have been conclusively resolved), with Buyer acknowledging that the foregoing covenant does not require Seller to obtain the highest possible price. Seller is authorized to aggregate and sell the RINs and LCFS Credits generated from the RNG delivered and received hereunder with other RINs and LCFS Credits, as applicable, that Seller owns. If, concurrent with its marketing and selling of RINs and LCFS Credits generated from RNG and Environmental Attributes purchased and sold hereunder, Seller is marketing and selling RINs and LCFS Credits generated from other RNG, Seller shall treat RINs and LCFS Credits generated from RNG purchased and sold hereunder no less favorably than RINs and LCFS Credits generated from other RNG.

With respect to all RNG and Environmental Attributes purchased and sold hereunder, (A) Seller shall be responsible for securing and maintaining Pathways in order to generate RINs and LCFS Credits therefrom, (B) as between the Parties, (1) Seller shall be the "first fuel reporting entity" for purposes of the LCFS and accepts all LCFS responsibilities as such, (2) Seller shall be responsible for the Registration of the CNG Station under the RFS and LCFS, including registering all fueling supply equipment at the CNG Station pursuant to Section 95483.2(b)(8) of the LCFS, (3) Seller shall be responsible for all record keeping and reporting under the RFS and LCFS, *provided that* Buyer shall be responsible for any record keeping and reporting under the RFS and LCFS to the extent the same must be performed by the owner or operator of the CNG Station, (C) Seller (or its designee) and not Buyer shall be the "generator" of RINs and LCFS Credits, (D) Buyer shall have no right to the RINs and LCFS Credits generated therefrom, (E) Buyer shall timely provide to Seller all information, documentation and support – including, but not limited to, affidavits and attestations signed by Buyer, site visits of the CNG Station – as may be necessary for any Registration, regulatory reporting, and credit generation or verification (including under a quality assurance plan) under the RFS and/or LCFS, (F) each Party shall take such action as is reasonably required consistent with this Transaction Confirmation for Seller (or its designee) to generate RINs and LCFS Credits therefrom and for Seller to market and sell the same, and (G) each Party shall not take any action that results in the invalidity of RINs or LCFS Credits generated therefrom and. Additionally, and without prejudice to the foregoing in this paragraph, each Party shall cooperate with the other Party and exercise commercially reasonable efforts in order for Seller (or its designee) to timely and efficiently generate RINs and LCFS

Credits from the Contract Quantity together with the performance obligations of the Party's under this Contract.

Biogas Regulatory Reform. Notwithstanding the foregoing, the Parties acknowledge that in 88 Fed. Reg. 44468 (July 12, 2023) EPA issued a final rule to implement certain "biogas regulatory reform" measures within the RFS, including modifications to the process, registration, reporting, recordkeeping, product transfer document, and/or attest engagement requirements for generating RINs from RNG. Upon and to the extent such measures become applicable to the RNG sold and purchased hereunder and notwithstanding anything to the contrary in this Transaction Confirmation (including, but not limited to, Special Condition 3(a)), the Parties agree that this Transaction Confirmation shall be deemed modified consistent with such measures, including, but not limited to, (i) Seller being obligated to cause the applicable party (e.g., the owner or operator of an RNG Source) to perform all requirements of a "biogas producer" and "RNG producer", as applicable, under the then-effective RFS, including the "RNG producer" generating (in lieu of Seller) RINs, and (ii) Buyer being obligated to timely perform all the requirements of a "RNG RIN separator" under the then-effective RFS, including (A) separating in Buyer's EMTS Account RINs generated from the RNG purchased hereunder and dispensed as CNG Transportation Fuel and (B) assigning such separated RINs, free of all liens and encumbrances, and claims, to Seller's EMTS Account. The Parties agree to coordinate their respective activities to implement such measures, including, to the extent commercially practicable, to implement such activities prior to the applicable regulatory deadline(s). If the Buyer fails to timely fulfill all the requirements of an "RNG RIN separator" as per the then-effective RFS and as required by this Section, as reasonably determined by the Seller, the Seller will be appointed as the agent for all purposes to carry out all such RNG RIN separator requirements as deemed necessary by the Seller. The Seller's cost to perform such RNG RIN separator services, including third-party verification costs, will be withheld from any monies owed from the Seller to the Buyer under the agreement.

4. Seller's Representations and Warranties: In addition to the representations and warranties elsewhere in this Contract, Seller represents and warrants to Buyer at the time of any delivery of RNG to Buyer under this Transaction Confirmation that:

- a. Seller has not (directly or indirectly) sold, traded, remarketed, given away, claimed, or otherwise sold separately, and shall not sell, trade, remarket, give away, or otherwise sell separately, the Environmental Attributes from the RNG delivered hereunder, except as provided in this Transaction Confirmation in order for Seller (or its designee) to generate RINs and LCFS as contemplated hereunder;
- b. the RNG delivered to Buyer hereunder has been generated and injected into a Commercial Distribution System at the applicable Delivery Point in accordance with the requirements of the RFS and LCFS;
- c. the RNG Source(s) that produced the RNG delivered to Buyer hereunder meet the eligibility standards for Registration under the RFS and LCFS; and
- d. Seller has not (directly or indirectly) taken any action that would invalidate Environmental Attributes associated with RNG delivered hereunder (or the RINs or LCFS Credits generated therefrom), including any action that would prevent Seller (or its designee) from generating RINs and LCFS Credits therefrom.

5. Buyer's Representations and Warranties: In addition to the representations and warranties elsewhere in this Contract, Buyer represents and warrants to Seller at the time of any delivery of RNG to Buyer under this Transaction Confirmation that:

- a. Buyer has not (directly or indirectly) sold, traded, remarketed, given away, claimed, or otherwise sold separately, and shall not sell, trade, remarket, give away, or otherwise sell separately, the Environmental Attributes from the RNG delivered hereunder, except as provided in this Transaction Confirmation in order for Seller (or its designee) to generate RINs and LCFS Credits as contemplated hereunder;

- b. the CNG Station meets the eligibility standards for Registration under the RFS and the LCFS; and
- c. Buyer has not (directly or indirectly) taken any action that would invalidate Environmental Attributes associated with RNG delivered hereunder (or the RINs or LCFS Credits generated therefrom), including any action that would prevent Seller (or its designee) from generating RINs and LCFS Credits therefrom.

6. Performance Failures Prior to Early Termination: In the event of a breach by a Party of its obligation to deliver or receive, as applicable, RNG or any other covenant, representation, or warranty hereunder resulting in a complete or partial inability or failure of Seller to generate RINs or LCFS Credits from the Contract Quantity, it shall be deemed a breach for purposes of Section 3.2 of the General Terms and Conditions. In such event, the amount due to the non-breaching Party under Section 3.2 of the General Terms and Conditions shall be calculated as follows:

- a. For any such breach by Seller (which shall not constitute an Additional Event of Default under Special Condition 7(a) provided Seller timely pays the amount due under this Special Condition 6), an amount equal to the positive difference, in any, between (i) the EA Value that Buyer did not realize due to such breach by Seller, with such unrealized EA Value calculated using the Lost Generation, RIN Price, and LCFS Price, and (ii) an amount equal to (A) the net proceeds received by Buyer in connection with any RINs and LCFS Credits generated, if any, outside this Transaction Confirmation from Gas that Buyer procures, if any, following such breach by Seller to replace the RNG associated with Seller's breach *minus* (B) the additional reasonable costs Buyer incurs in connection with generating and selling such RINs and LCFS Credits; and
- b. For any such breach by Buyer, an amount equal to the positive difference, if any, between (i) the gross sale proceeds that Seller did not realize due to such breach by Buyer *minus* the associated EA Value that Buyer would have received, with such proceeds and associated EA Value calculated using the Lost Generation, RIN Price, and LCFS Price, and (ii) an amount equal to (A) the net proceeds received by Seller in connection with any RINs and LCFS Credits generated, if any, outside this Transaction Confirmation from the RNG associated with Buyer's breach *minus* (B) the additional reasonable costs Seller incurs in connection with generating and selling such RINs and LCFS Credits.

For purposes of this this Special Condition 6, the following definitions shall be used:

"Lost Generation" means the number of RINs or LCFS Credits, as applicable, that would have been generated if the breaching Party had not so breached its obligation to deliver or receive, as applicable, RNG or its other covenant, representation, or warranty hereunder.

"RIN Price" means the simple average of the D3 RIN mean price published by the Oil Price Information Service in the *OPIS Carbon Market Report* under the heading "U.S. RINs (cts/RIN)" for the Month or Months in which the breach occurred.

"LCFS Price" means the simple average of the LCFS Credits mean prices published by the Oil Price Information Service in the *OPIS Carbon Market Report* under the heading "California Low Carbon Fuel Standard" for the Month or Months in which the breach occurred.

The amount of compensation due under this Special Condition 6 shall be payable four Business Days after presentation of the performing Party's invoice, which shall set forth the basis upon which such amount was calculated.

7. Additional Events of Default and Remedies for Events of Default:

- a. ***Additional Events of Default.*** Subject to Special Condition 6(a), the following are Additional Events of Default (each being an Event of Default under Section 10.2(ix) of the General Terms and Conditions) for purposes of this Transaction Confirmation:

- i. a breach by Buyer of its obligations hereunder to take delivery of and purchase the Contract Quantity from Seller each Month and dispense such quantity as CNG Transportation Fuel at the CNG Station in such Month in accordance with the RFS and LCFS;
- ii. a breach by Buyer of any other Buyer covenant, representation, or warranty hereunder resulting in an inability or failure of Seller (or its designee) to generate RINs or LCFS Credits from the Contract Quantity;
- iii. a breach by Seller of its obligation hereunder to deliver and sell the Contract Quantity to Buyer each Month;
- iv. a breach by Seller of any other Seller covenant, representation or warranty hereunder resulting in an inability or failure of Seller (or its designee) to generate RINs or LCFS Credits from the Contract Quantity;
- v. a Party committing any fraudulent act or making any misrepresentation or material inaccuracy or misleading statement in any supporting documentation delivered by such Party under this Transaction Confirmation; or
- vi. a breach by a Party of any representation, warranty, or covenant of this Transaction Confirmation, other than as addressed in this Special Condition 7(a), and a failure to cure such breach within thirty (30) days after receiving Notice of such breach from the other Party.

b. *Early Termination Damages.*

- i. The second (2nd) sentence of the first (1st) paragraph of Section 10.3.1 of the General Terms and Conditions (*Early Termination Damages Apply*) shall be deleted in its entirety and replaced with the following text:

“The Non-Defaulting Party shall (x) liquidate and accelerate each Terminated Transaction at its Market Value, so that the positive difference, if any, of the Contract Value *minus* the Market Value of such Terminated Transaction(s) shall be due to:

(a) the Buyer under the Terminated Transaction(s), if Buyer is the Non-Defaulting Party and Seller is the Defaulting Party with respect to such Terminated Transactions, and

(b) the Seller under the Terminated Transaction(s), if Seller is the Non-Defaulting Party and Buyer is the Defaulting Party with respect to such Terminated Transactions; and

(y) where appropriate, discount each amount then due under clause (x) above to present value in a commercially reasonable manner as of the Early Termination Date (to take account of the period between the date of liquidation and the date on which such amount would have otherwise been due pursuant to the relevant Terminated Transactions).”

- ii. If Buyer terminates this Transaction Confirmation due to an Event of Default by Seller, then for the operation of Special Condition 7(b)(i) the second paragraph of Section 10.3.1 of the General Terms and Conditions (*Early Termination Damages Apply*) shall be deleted in its entirety and replaced with the following text:

“(i) For the purposes of this Section 10.3.1, “**Contract Value**” means the monetary value of the EA Value had the Parties performed in accordance with this Transaction Confirmation until the end of the Delivery Period, with (A) the historical Monthly average quantity of the RNG purchased and sold hereunder during the twelve (12) Months prior to the Early Termination Date

(and without considering any period prior to the commencement of the Delivery Period) used to determine the number of RINs and LCFS Credits that would have been generated until the end of the Delivery Period, and (B) such RINs and LCFS Credits being deemed monetized at the applicable RIN Market Price and LCFS Credits Price.

- (ii) For the purposes of this Section 10.3.1, “**Market Value**” means the monetary value of RINs and LCFS Credits allocated to Buyer under a replacement contract(s) similar to this Transaction Confirmation for the purchase of the RNG that would have been sold by Seller hereunder, for the period beginning on the Early Termination Date and ending at the end of the Delivery Period, that Buyer was able to secure after exercising commercially reasonable efforts to enter into a replacement contract(s) with a creditworthy seller and using the same quantity of RNG as used to calculate the Contract Value and with such RINs and LCFS Credits being deemed monetized at the applicable RIN Market Price and LCFS Credits Price. If, after exercising commercially reasonable efforts to enter into a replacement contract(s) with a creditworthy seller for ninety (90) days after the Early Termination Date, Buyer is unable to enter into a commercially reasonable replacement contract(s) with a creditworthy seller for any portion of such RNG or period of time remaining in the Delivery Period, the “Market Value” with respect to such portion or period of time shall be deemed to be zero.
 - (iii) Any extension(s) of the term of a transaction to which parties are not bound as of the Early Termination Date (including but not limited to “evergreen provisions”) shall not be considered in determining Contract Values and Market Values.
 - (iv) The rate of interest used in calculating net present value shall be determined by the Non-Defaulting Party in a commercially reasonable manner.
 - (v) “**RIN Market Price**” means 95% of the simple average of the D3 RIN mean prices for the newest available RIN vintage published by the Oil Price Information Service in the *OPIS Carbon Market Report* under the heading “U.S. RINs (cts/RIN)” for the one-year period ending on the Early Termination Date.
 - (vi) “**LCFS Credits Price**” means 95% of the simple average of the LCFS Credits mean prices published by the Oil Price Information Service in the *OPIS Carbon Market Report* under the heading “California Low Carbon Fuel Standard” for the one-year period (or portion thereof to the extent such prices have not been so published for such one-year period) ending on the Early Termination Date.”
- iii. If Seller terminates this Transaction Confirmation due to an Event of Default by Buyer, then for the operation of Special Condition 7(b)(i) the second paragraph of Section 10.3.1 of the General Terms and Conditions (*Early Termination Damages Apply*) shall be deleted in its entirety and replaced with the following text:
 - “(i) For the purposes of this Section 10.3.1, “**Contract Value**” means the gross sale proceeds from the sale of RINs and LCFS Credits generated from RNG purchased and sold hereunder had the Parties performed in accordance with this Transaction Confirmation until the end of the Delivery Period *minus* the associated EA Value that Buyer would have been entitled to, with (A) the historical Monthly average quantity of the RNG, and the weighted-average carbon intensity of such RNG (using the reasonably anticipated carbon intensity to the extent a carbon intensity has not yet been approved under the LCFS for any portion of such RNG), purchased and sold hereunder during the twelve (12) Months prior to the Early Termination Date (and without considering any period prior to the commencement of the Delivery Period) used to determine the number of RINs and LCFS Credits that would have been generated until the end of the Delivery

Period, and (B) such RINs and LCFS Credits being deemed monetized at the applicable RIN Market Price and LCFS Credits Price.

- (ii) For the purposes of this Section 10.3.1, “**Market Value**” means the monetary value of RINs and LCFS Credits allocated to Seller under a replacement contract(s) similar to this Transaction Confirmation for the sale of the RNG that would have been sold to Buyer hereunder, for the period beginning on the Early Termination Date and ending at the end of the Delivery Period, that Seller was able to secure after exercising commercially reasonable efforts to enter into a replacement contract(s) with a creditworthy buyer and using the same quantity of RNG and carbon intensity as used to calculate the Contract Value and with such RINs and LCFS Credits being monetized at the applicable RIN Market Price and LCFS Credits Price. If, after exercising commercially reasonable efforts to enter into a replacement contract(s) with a creditworthy buyer for ninety (90) days after the Early Termination Date, Seller is unable to enter into a commercially reasonable replacement contract(s) with a creditworthy buyer for any portion of such RNG or period of time remaining in the Delivery Period, the “Market Value” with respect to such portion or period of time shall be deemed to be zero.
- (iii) Any extension(s) of the term of a transaction to which parties are not bound as of the Early Termination Date (including but not limited to “evergreen provisions”) shall not be considered in determining Contract Values and Market Values.
- (iv) The rate of interest used in calculating net present value shall be determined by the Non-Defaulting Party in a commercially reasonable manner.
- (v) “**RIN Market Price**” means 95% of the simple average of the D3 RIN mean prices for the newest available RIN vintage published by the Oil Price Information Service in the *OPIS Carbon Market Report* under the heading “U.S. RINs (cts/RIN)” for the one-year period ending on the Early Termination Date.
- (vi) “**LCFS Credits Price**” means 95% of the simple average of the LCFS Credits mean prices published by the Oil Price Information Service in the *OPIS Carbon Market Report* under the heading “California Low Carbon Fuel Standard” for the one-year period (or portion thereof to the extent such prices have not been so published for such one-year period) ending on the Early Termination Date.”

8. No-Fault Early Termination Rights:

- a. ***Change in Law.*** If a legislative, executive, judicial, administrative, or regulatory body materially changes or updates any applicable law, regulation, rule, protocol, or interpretative guidance that results either in a material adverse impact on a Party’s ability to comply with the RFS or LCFS without incurring substantial and material additional costs or reduced benefits or in a material reduction in the number of RINs or LCFS Credits capable of being generated from the RNG purchased and sold hereunder (each, a “**Change in Law**”), then, promptly upon written request by the affected Party, the Parties shall enter into good faith negotiations to amend this Transaction Confirmation to address the effects of the Change in Law for the purpose of maintaining the original intent and relative allocation of risk, benefits, and rewards under this Transaction Confirmation prior to the Change in Law. If the Parties fail to agree upon such an amendment to this Transaction Confirmation within sixty (60) days after the affected Party’s written request, or such other time period as agreed in writing by the Parties, the affected Party may terminate this Transaction Confirmation by providing Notice to the other Party to such effect.
- b. ***Prohibitive Action.*** Upon the occurrence of (i) any action by a governmental authority that renders the RFS or LCFS illegal, unconstitutional, or unenforceable, or (ii) the issuance of an order, legislation, decision, or

other legally binding action (outside of either Party's control, and through no fault or failure of either Party) that makes it impossible for the RNG purchased and sold hereunder to generate RINs or LCFS Credits, then either Party may terminate this Transaction Confirmation by providing Notice to the other Party to such effect.

- c. ***Early Termination Damages Do Not Apply.*** With respect to an early termination under this Special Condition 8, (i) termination damages with respect to this Transaction Confirmation shall be limited to any amounts owed (whether or not then due) by each Party with respect to all RNG delivered and received between the Parties under this Transaction Confirmation on and before the Early Termination Date and all other applicable charges relating to such deliveries and receipts, for which payment has not yet been made by the Party that owes such payment under this Transaction Confirmation, and (ii) there shall be no damages with respect to this Transaction Confirmation for the difference between the Market Value and Contract Value as set forth in Section 10.3.1 of the General Terms and Conditions.

9. **Section 45Z:** To the extent dispensation as CNG at the CNG Station of RNG purchased and sold hereunder could generate any production tax credits under Section 45Z of the Internal Revenue Code (or any successor or replacement provisions thereto), Buyer shall have no right to such production tax credits and Buyer shall reasonably cooperate with Seller (or its designee) so that Seller (or its designee) can generate and realize the value of such production tax credits.

10. **Indexes:** If an index used to calculate a price or value under this Transaction Confirmation ("**Original Index**") ceases to be published or is not published for any period applicable to calculation of such price, the Parties shall in good faith meet and promptly agree on a replacement index within ten Business Days after the date the Original Index ceases to be published. Such replacement index shall be as comparable as possible to the Original Index.

11. **Disputes:** Unless otherwise agreed in writing signed by the Parties, each Party shall diligently continue to perform its obligations under the Contract during the pendency of any disputes or arbitration proceedings so long as all undisputed amounts payable hereunder have been paid. **EACH PARTY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY SUIT, ACTION, CLAIM OR PROCEEDING RELATING TO THIS CONTRACT.**

12. **Definitions:**

"**Book and Claim**" means indirect accounting as set forth in Section 95488.8(i)(2) of the LCFS.

"**Brown Gas LCFS Credit**" means the number of LCFS Credits that would have been generated by Seller from the dispensation as CNG by Buyer at the CNG Station of a MMBtu of RNG purchased and sold hereunder if such MMBtu had a carbon intensity equal to the then-current carbon intensity as determined by CARB for "Compressed Natural Gas from Pipeline Average North American Fossil Natural Gas" or, if such carbon intensity is no longer determined by CARB, its functional equivalent. Buyer acknowledges that because the carbon intensity standards under Section 95484 of the LCFS decline each year, Brown Gas LCFS Credits may not be generated from the entire Contract Quantity purchased and sold hereunder.

"**CARB**" means the California Air Resources Board or its successor.

"**CNG**" means compressed natural Gas.

"**CNG Station**" means the CNG fueling station at the location set forth in Table 2 below, at which Gas is withdrawn from a Commercial Distribution System physically connected to the applicable Delivery Point, converted into CNG and dispensed for use in California as a Transportation Fuel, wherein such facility would meet the requirements for RIN and LCFS Credits generation if the withdrawn Gas is matched and bundled with Environmental Attributes of RNG.

“CNG Station COD” means the date the CNG Station commences commercial dispensation of Transportation Fuel.

“CNG Station Meter” means the utility meter that is (a) located at the physical connection between the CNG Station and the local Gas distribution system, and (b) used to measure withdrawals of Gas dispensed as CNG at the CNG Station.

“Commercial Distribution System” means a commercial Gas distribution system physically connected by pipeline, barge, truck, or rail as set out in 40 C.F.R. §80.1426(f)(11)(ii) to the applicable Delivery Point.

“EMTS Account” means the EPA Moderated Transaction System Account for RINs.

“Environmental Attributes” means, for each MMBtu of RNG, renewable fuel attributes and/or greenhouse gas emission reduction recognition in any form (including verified emission reductions, voluntary emission reductions, offsets, allowances, credits, avoided compliance costs, emission rights, and authorizations under any law or regulation, or any emission reduction registry, trading system, or reporting or reduction program for greenhouse gas emissions that is established, certified, maintained, or recognized by any international, governmental, or nongovernmental agency) associated with RNG and necessary to generate RINs under the RFS or LCFS Credits under the LCFS. “Environmental Attributes” do not include (i) any energy, capacity, reliability, or other power attributes from a generating project; (ii) investment tax credits, production tax credits, or other tax credits associated with the construction or operation of energy projects and other financial incentives in the form of credits, reductions, or allowances associated with an energy project that are applicable to a state or federal income taxation obligation; (iii) fuel-related subsidies or “tipping fees” that may be paid to accept certain fuels, or local subsidies received by the dairy operator for the destruction of particular pre-existing pollutants or the promotion of local environmental benefits; or (iv) emission reduction credits encumbered or used by a generating project for compliance with local, state or federal operating and/or air quality permits.

“EPA” means the United States Environmental Protection Agency or its successor.

“Green Gas LCFS Credit” means (a) the number of LCFS Credits generated by Seller from the dispensation as CNG by Buyer at the CNG Station of a MMBtu of RNG purchased and sold hereunder assuming, assuming such RNG has a carbon intensity equal to $-265 \text{ gCO}_2\text{e/MJ}$ minus (b) the number of Brown Gas LCFS Credits, if any, associated with such MMBtu of RNG.

“LCFS” means the California Low Carbon Fuel Standard, or as the context may require, the regulations thereunder, as set forth in §95480 et seq. of Title 17 of the California Code of Regulations, as may be subsequently amended, modified, or restated from time to time.

“LCFS Credit” means a credit generated and traded under the LCFS, with each credit representing one metric ton of carbon dioxide equivalent emissions reduced.

“LCFS Pathway” means a CARB-approved fuel pathway pursuant to the LCFS for RNG purchased and sold hereunder (including any applicable Book and Claim requirements) as necessary for the creation and the receipt of LCFS Credits associated with the dispensation of such RNG as CNG Transportation Fuel.

“Pathways” means each of the LCFS Pathway(s) and the RFS Pathway.

“Registration” means registration of any RNG Source, Parties, RNG, the CNG Station, or Pathways, as applicable, with the EPA, CARB, or other governmental or certifying entity, as applicable, such that the RNG purchased and sold hereunder is eligible to generate RINs under the RFS and LCFS Credits under the LCFS.

“**RFS**” means the renewable energy program and policies established by the EPA and first published on March 26, 2010 at 75 Fed. Reg. 14670 (codified at 40 C.F.R. §80.1401 et seq. (2012)) that became effective on July 1, 2010, as has been and may be subsequently amended, modified, restated from time to time.

“**RFS Pathway**” means an EPA-approved renewable fuel pathway pursuant to the RFS for RNG purchased and sold hereunder as necessary for the creation and the receipt of RINs associated with the dispensation of such RNG as CNG Transportation Fuel.

“**RIN**” means a renewable identification number generated to represent a volume of renewable fuel under and in accordance with the RFS.

“**RNG**” means methane derived from biogas, or synthetic natural gas derived from renewable resources, including the organic portion of municipal solid waste, which (a) has been upgraded to meet standards for injection to a natural gas common carrier pipeline, or for use in natural gas vehicles, natural gas equipment, or production of renewable hydrogen, and (b) satisfies (i) either the definition of “biogas” under Section 80.1401 of Title 40 of the Code of Federal Regulations or the definition (upon it become effective for purposes of the RFS) of “RNG” under Section 80.2 of such Title 40, and (ii) the definition of “biomethane” under the LCFS.

“**RNG Source**” means, with respect to a MMBtu of RNG purchased and sold hereunder, the RNG production facility that produced such MMBtu.

“**Transportation Fuel**” means CNG derived from RNG that qualifies for receipt of RINs under the RFS and LCFS Credits under the LCFS.

TABLE 1
RINs and LCFS Credits

Year	Percentage Used to Calculate EA Value			Green Gas LCFS Credits**
	RIN	Brown Gas LCFS Credits*	Green Gas LCFS Credits	
2024	19.89%	100%	19.89%	0.31349
2025	19.89%	100%	19.89%	0.31242
2026	19.89%	100%	19.89%	0.31134
2027	19.89%	100%	19.89%	0.31027
2028	19.89%	100%	19.89%	0.30919
2029	19.89%	100%	19.89%	0.30812
2030	19.89%	100%	19.89%	0.30704
2031	19.89%	100%	19.89%	0.30596
2032	19.89%	100%	19.89%	0.30488
2033	19.89%	100%	19.89%	0.30488
2034	19.89%	100%	19.89%	0.30488

- * Because the carbon intensity standards under the LCFS decline each year, Brown Gas LCFS Credits may not be generated each year
- ** per MMBtu of RNG dispensed as CNG Transportation Fuel based on a carbon intensity of -250 gCO₂e/MJ; does not include Brown Gas LCFS Credits

TABLE 2
CNG Station

CNG Station Meter ID	Distribution Company	Location	Approximate Daily CNG Dispensation
XXXXXX	SoCalGas	555 N. Prospect Porterville, CA 93257	91 MMBtus

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IN WITNESS WHEREOF, the Parties have signed this Transaction Confirmation in multiple counterparts, effective as of the Effective Date.

Seller: Maas Energy Works, LLC	Buyer: City of Porterville
By: <u>Daryl Maas</u>	By: <u>David Tree</u>
Title: <u>CEO</u>	Title: <u>Director of Transportation</u>
Date: _____	Date: _____

TRANSACTION CONFIRMATION

	Effective Date: November 1, 2024 Contract No. City of Porterville-01
This Transaction Confirmation is subject to that certain Base Contract for Sale and Purchase of Natural Gas, including the Special Provisions attached thereto, dated concurrent herewith, between Seller and Buyer (the “Base Contract”). Buyer and Seller may each be referred to in this Transaction Confirmation as a “Party” and collectively as the “Parties”. This Transaction Confirmation is binding upon execution by the Parties. Capitalized terms used in this Transaction Confirmation have the respective meaning given in this Transaction Confirmation (including in <u>Special Condition 5</u>) or in the General Terms and Conditions. Concurrent with the execution of this Transaction Confirmation, the Parties are executing that certain Transaction Confirmation, dated concurrent herewith, under which Seller purchases RNG from Buyer at the Delivery Points (the “RNG TC”).	
SELLER: City of Porterville Attn: Transportation Department 291 N. Main St. Porterville, CA 93257 Phone: 559-782-7514	BUYER: Maas Energy Works, LLC 1730 South Street Redding, CA 96001 Attn: Daryl Maas Phone: 210-527-7631
Contract Price (\$/MMBtu): Gas Index Price	
Delivery Period: Begin: Concurrent with the commencement of the “Delivery Period” under the RNG TC	End: Concurrent with the end of the “Delivery Period” under the RNG TC
Performance Obligation: Subject to the terms of this Transaction Confirmation, Seller shall have a Firm obligation to sell and deliver, and Buyer shall have a Firm obligation to purchase and receive, the Contract Quantity of Gas at the Delivery Points on each Day of the Delivery Period. Contract Quantity: The “Contract Quantity” on each Day of the Delivery Period and with respect to each Delivery Point shall be the quantity of Gas equivalent to the quantity of RNG delivered and sold under the RNG TC at such Delivery Point on such Day.	
Delivery Points: The Delivery Point(s) shall be the same as the Delivery Point(s) under the RNG TC.	
<u>SPECIAL CONDITIONS</u> 1. <u>No Environmental Attributes:</u> The Gas that Seller sells and delivers and Buyer purchases and receives under this Transaction Confirmation shall not include any Environmental Attributes.	

2. Scheduling and Nominations: The quantities of Gas nominated and delivered hereunder at each Delivery Point on each Day of the Delivery Period shall be identical to the quantities of RNG nominated and delivered under the RNG TC at such Delivery Point on such Day.

3. Invoices and Netting: Buyer, rather than Seller, shall be responsible for invoicing under Section 7.1 of the General Terms and Conditions for any Gas delivered and received under this Transaction Confirmation in the preceding Month. Amounts due under this Transaction Confirmation shall be subject to netting under Section 7.7 of the General Terms and Conditions with amounts due under the RNG TC.

4. Termination: This Transaction Confirmation shall terminate, without any further action of the Parties, concurrently with any early termination of the RNG TC. Upon any such early termination of this Transaction Confirmation, (a) termination damages with respect to this Transaction Confirmation shall be limited to any amounts owed (whether or not then due) by each Party with respect to all Gas delivered and received between the Parties under this Transaction Confirmation on and before the Early Termination Date and all other applicable charges relating to such deliveries and receipts, for which payment has not yet been made by the Party that owes such payment under this Transaction Confirmation, and (b) there shall be no damages with respect to this Transaction Confirmation for the difference between the Market Value and Contract Value as set forth in Section 10.3.1 of the General Terms and Conditions.

5. Definitions:

“**Environmental Attributes**” shall have the meaning set forth in the RNG TC.

“**Gas Index Price**” shall have the meaning set forth in the RNG TC.

“**RNG**” shall have the meaning set forth in the RNG TC.

[Remainder of Page Intentionally Left Blank; Signature Page Follows]

IN WITNESS WHEREOF, the Parties have signed this Transaction Confirmation in multiple counterparts, effective as of the Effective Date.

Seller: City of Porterville	Buyer: Maas Energy Works, LLC
By: <u>David Tree</u>	By: <u>Daryl Maas</u>
Title: <u>Director of Transportation</u>	Title: <u>CEO</u>
Date: _____	Date: _____

CNG DISPENSER AFFIDAVIT

STATE OF CALIFORNIA

COUNTY OF TULARE

I the undersigned, [Richard Tree], [Transportation Director] of City of Porterville (“CP”), acting on behalf of CP, hereby attest to the following statements to the best of my knowledge and belief:

- 1) I oversee the supply and distribution of CNG for vehicle fuel use at CP;
- 2) CP owns and operates the following station that sells CNG as a transportation fuel (“**Qualified CNG Facilities**”):

Table 1: Qualified CNG Facilities

Site Name	Street Address	City	State	Postal Code	Meter ID	LDC Supplying Gas
City of Porterville CNG Station	555 N. Prospect	Porterville	California	93257	XXXXXX	SoCalGas Company

- 3) CP has entered into a purchase and sale agreement with Maas Energy Works, LLC (“**MEW**”) for the supply of biogas-derived pipeline quality gas that is used at the Qualified CNG Facilities, such agreement as follows:
 - a. The delivery period is November 1, 2024 to October 31, 2034;
 - b. The Maximum Daily Quantity (“**Max DQ**”) of the agreement is **91 MMBTU per day**;
 - c. The delivery points include the meters identified at the Qualified CNG Facilities;
- 4) Pipeline quality gas purchased at the Delivery Points noted above is converted at the Qualified CNG Facilities into Renewable CNG, as defined in 40 CFR §80.1401, for use as a transportation fuel;
- 5) At each of the Qualified CNG Facilities, the volume of biogas-derived pipeline quality gas withdrawn from the commercial distribution system to produce renewable CNG for use as a transportation fuel is measured by continuous metering, and after such meter, the CNG is used as transportation fuel and for no other purpose;
- 6) CP has not and will not generate RINs nor represent the fuel for sale as biogas with the ability to generate RINs to any other party;
- 7) The capacity of the Qualified CNG Facilities to produce and dispense CNG as transportation fuel is greater than 91 MMBTU/day.

DATED THIS ____ DAY OF _____, 2024

[NAME]

[TITLE]

City of Porterville

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

STATE OF CALIFORNIA
COUNTY OF _____

On _____ before me, _____,
Date Name of Notary

personally appeared _____,
Name of Signer

who proved to me on the basis of satisfactory evidence to be the person described herein and who has signed this Affidavit and acknowledged that he/she signed the Affidavit freely and voluntarily for the purposes and uses herein described.

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

WITNESS my hand and official seal.

Signature: _____
Signature of Notary Public



CITY COUNCIL AGENDA – OCTOBER 15, 2024

SUBJECT: Award of Professional Services Agreement to Clean Energy for Compressed Natural Gas (CNG) Fueling Station Maintenance Services

SOURCE: Public Works

COMMENT: The City of Porterville operates a Compressed Natural Gas (CNG) fueling station to support the City's fleet of vehicles, which includes transit and public works vehicles. This station plays a critical role in supporting the City's sustainable transportation initiatives. Regular maintenance of the CNG fueling infrastructure is essential to ensure continuous operations, safety, and compliance with environmental regulations.

In response to the need for ongoing maintenance, the City issued Request for Proposals (RFP) No. 24/25-SR1982 on August 20, 2024, to seek qualified service providers to manage routine inspections, preventive maintenance, emergency repairs, and parts replacement for the CNG fueling station.

The City received the following proposals, which were evaluated on a range of criteria, including understanding of the scope of work, technical approach, experience, key personnel, and cost.

Vendor	Score
Clean Energy	94
Trillium	93

Clean Energy has been in operation since 1996 and maintains over 100 CNG fueling stations for various public agencies. The firm's extensive experience, particularly with federally funded transit projects, made it the most qualified vendor. Key advantages of Clean Energy's proposal include its local presence, 24/7 customer support, quick access to spare parts, and a well-equipped team of technicians. Clean Energy's monthly cost includes \$1,520 for site inspections and \$725 for 24/7 remote monitoring. A one-time installation fee of \$10,370 for its proprietary remote monitoring system is also included.

Trillium USA submitted a competitive proposal but offered a higher monthly fee of \$4,500 for maintenance services. While their technical approach was solid, the cost difference between the two proposals was a key consideration. The overall points awarded to Clean Energy totaled 94 out of 100, slightly surpassing Trillium USA's 93 points.

The five-year contract with Clean Energy includes the following costs:

- Monthly fee for site inspections: \$1,520
- Monthly fee for 24/7 remote monitoring services: \$725
- One-time installation fee for remote monitoring system: \$10,370
- Hourly rates for time and material services: \$160/hour (standard) and \$240/hour (after hours)

Total estimated five-year cost: \$145,070.

The CNG Facility Maintenance Agreement between the City of Porterville and Clean Energy would be effective upon execution by both parties for a initial term of five (5) years. The agreement may be extended under the same terms and conditions for up to five (5) additional one (1) year terms, upon the mutual written consent of both parties. Funding for this project has been appropriated in the Transportation Department budget. Of this total, 80% is funded by the Federal Transit Administration (FTA) and 20% by Transit Local Transportation Funds (LTF).

RECOMMENDATION: That the City Council:

1. Approve the draft professional services agreement with Clean Energy for the maintenance of the City's CNG fueling station at an estimated monthly cost of \$2,245 and a one-time fee of \$10,370 for remote monitor software and equipment; and
2. Authorize the Mayor, or designee, to execute the agreement and any related documents on behalf of the City of Porterville.

ATTACHMENTS:

1. Draft Agreement
2. Clean Energy Proposal
3. Clean Energy Price Proposal
4. Porterville RFP # 24-25-SR1982_Plan Holders
5. Porterville RFP # 24-25-SR1982_Scoring Matrix

Appropriated/Funded:

Review By:

Department Director:
Richard Tree, Director of Transportation

Final Approver: Patrice Hildreth, City Manager



CNG FACILITY MAINTENANCE AGREEMENT

This CNG Facility Maintenance Agreement (this “Agreement”) is dated as of the 15th day of October, 2024 (the “Effective Date”) by and between City of Porterville, a charter city and municipal corporation (“City”), and Clean Energy, a California corporation (“Clean Energy”). The City and Clean Energy may be referred to herein as a “Party” individually and the “Parties” collectively.

RECITALS

WHEREAS, on August 20, 2020, the City issued a Request for Proposals No. 24/25-SR1982 for Compressed Natural Gas (CNG) Fuel Station Maintenance Services as described in Appendix 2;

WHEREAS, on September 25, 2024, Clean Energy submitted its proposal on September 24, 2024, outlining its services, qualifications and technical capabilities for maintaining CNG fueling stations as described in Appendix 3;

WHEREAS, the City owns a compressed natural gas (“CNG”) station located at 555 N. Prospect Street, Porterville, CA 93257 (the “Facility”) on property owned by the City (the “Property”);

WHEREAS, the Facility includes the equipment listed on Appendix 1 attached hereto (the “Equipment”);

WHEREAS, the City desires for Clean Energy to provide Services (hereinafter defined) at the Facility on the City’s behalf, upon the terms set forth herein.

NOW THEREFORE, in consideration of the respective covenants and promises contained herein and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

AGREEMENT

1. **Term of Agreement.** The initial term of this Agreement shall commence on the Effective Date and end on the 5-year anniversary of the Effective Date. Upon the mutual written consent (email to suffice) of both Clean Energy and the City, this Agreement may be extended under the same terms and conditions for up to five (5) additional one (1) year terms. The initial term and any renewal terms are referred to herein as the “Term.”

2. **License for Access to Facility.** The City hereby grants to Clean Energy during the Term, a license for ingress, egress, and general access to the Facility and the Property to the extent necessary for Clean Energy to provide the Services (as defined below).

3. **Maintenance of Facility**

(a) **Clean Energy’s Responsibilities.** The City hereby engages Clean Energy as the exclusive service provider to maintain the Facility as described in Exhibit A, attached hereto, and to perform certain other services relating to the Facility, as described in Exhibit B, attached hereto, (collectively, the “Services”), all on the terms and conditions and as more fully described in this Agreement. Clean Energy hereby accepts such engagement and agrees to perform the Services in accordance with the terms and conditions of this Agreement.

(b) **Fees.** As consideration for providing the Services under this Agreement, the City shall pay Clean Energy the amounts set forth in Exhibit B attached hereto.

(c) **Service Guidelines.** Clean Energy shall provide the Services in material compliance with any and all Applicable Laws. For purposes of this Agreement, “Applicable Law” shall mean (a) all applicable federal, state, and local statutes, laws, requirements, decrees, ordinances, and codes, of all governmental authorities, including any federal, state, and local governments or any departments, bureaus, or agencies thereof having jurisdiction over the Property or the Facility; and (b) all other applicable rules, regulations, interpretations, and orders of any commissions, boards, agencies, or other legislative, executive, judicial, or other governmental or quasi-governmental bodies or officers having jurisdiction to regulate or supervise the Property or the Facility.

(d) **Training of Personnel.** Clean Energy shall be responsible for the selection and training of all Clean Energy employees or contractors that perform Services pursuant to this Agreement. All personnel employed or controlled by Clean Energy shall be appropriately trained and shall comply with all applicable safety processes and procedures standard for the maintenance of a CNG facility.

(e) **Permits and Approvals.** The City shall, at the City’s cost, be responsible for obtaining and maintaining any licenses, permits, or approvals required to operate and maintain the Property and the Facility, except for any such licenses, permits or approvals that Clean Energy is legally required to obtain in its name in connection with its provision of the Services.

(f) **Property Conditions.** If, at any time during the Term, it is determined that underground hazards, soil contaminants and/or soil conditions exist (including, without limitation, migratory pollution or other migratory conditions) that were not brought to the Property by Clean Energy and that either (a) require removal, replacement, and disposal of soils or materials, (b) require remediation, or (c) require unanticipated soil or foundation preparation work, Clean Energy shall not be financially and/or legally responsible for such underground hazards, soil contaminants and/or soil conditions and any required remediation, removal, replacement preparation work, and/or disposal. If the City does not commence, within ten (10) days after discovery of any such underground hazard or soil contaminant or soil condition, and thereafter diligently prosecute to completion the correction of such condition, Clean Energy may, without further obligation or penalty, terminate this Agreement by written notice to the City, and the City shall pay Clean Energy all amounts which accrued up to the date of the termination and reimburse Clean Energy for any and all reasonable costs related to the repair and maintenance of the Facility, paid or irrevocably committed to by Clean Energy prior to the date of the termination. This Section shall survive the termination of this Agreement.

4. **The City’s Obligations and Responsibilities.**

(a) **Facility Expansion.** The City will be responsible for any expenses or costs that may be required to expand the capacity or functionality of the Facility and the City will be responsible for any expenses resulting from a Force Majeure event (as defined below), provided such repairs are not required as a result of Clean Energy’s negligence.

(b) **Utilities and Fuel.** The City will be responsible for the provision and payment of any and all utility service charges for utility service consumed at the Facility during the Term (including, without limitation, gas, electricity, water, waste disposal, refuse collection, phone, internet access

and other utility-type services furnished to Clean Energy or the Facility). Notwithstanding anything to the contrary and for the avoidance of doubt, Clean Energy makes no representation or warranty regarding the quality, specification or content of natural gas dispensed from the Facility.

(c) **Maintenance of Property.** The City shall be responsible for and shall at its own expense maintain the surrounding Property in the vicinity of the Facility.

(d) **Payment of Clean Energy Billings.** The City shall pay each invoice submitted by Clean Energy within thirty (30) days following receipt of the invoice by the City. For purposes of this Section, receipt shall be defined as the day the invoice is transmitted by Clean Energy. Any payments not made when due shall accrue interest on the unpaid amount at a rate of 10% per annum, calculated from the date payment is due to and including the date payment is received by Clean Energy. **IF PERMITTED BY LAW, CLEAN ENERGY SHALL PASS THROUGH TO THE CITY ANY SURCHARGES INCURRED BY CLEAN ENERGY RELATED TO THE CITY'S PAYMENT OF ITS INVOICES THROUGH USE OF A CREDIT CARD.**

In the event that the City fails to make payments in a timely manner or fails to meet Clean Energy's continuing credit approval, Clean Energy may suspend any and all services provided under this Agreement, until such time as the City brings payments current and meets Clean Energy's continuing credit approval.

(e) **Taxes.** The City shall be responsible for any taxes (including, without limitation, any real property taxes and assessments) relating to the Property and taxes that are determined by reference to the selling price of the services or parts provided under this Agreement unless the City has provided a valid exemption certificate prior to the rendering of such services or delivery of the parts.

(f) **Compliance with Law.** In performing its obligations under this Agreement, the City shall comply in all material respects with all Applicable Laws.

(g) **Materials.** In the event that the City has required Clean Energy to store materials on the Property for the Facility, upon the expiration or termination of the Agreement, the City shall purchase all materials stored on the Property by Clean Energy at such time at a mutually agreeable price no less than documented Clean Energy purchase price.

5. **Termination.**

(a) **For Convenience.** The City may terminate this Agreement, in whole or in part, at any time for its convenience and without cause by providing Clean Energy with thirty (30) days' written notice. In the event of such termination, the City shall be liable only for payment for services satisfactorily rendered and expenses incurred up to the effective date of termination. Clean Energy shall not be entitled to any other form of compensation, including for anticipated profits or unperformed services.

(b) **For Default or Breach.** Either Party may terminate this Agreement for default if the other Party: (a) becomes insolvent; (b) files any proceeding in bankruptcy, or acquires bankruptcy status; (c) has a receiver or receiver manager appointed with respect to it or any of its assets; or (d) seeks the benefit of any statute providing protection from creditors. Either Party may also terminate this Agreement for breach if the other Party materially breaches any provision of this Agreement

provided: (i) the non-breaching Party provides the breaching Party with written notice of breach and a thirty (30) day period within which to cure such breach ("Cure Period"); and (ii) the breaching Party fails to cure each such breach within the Cure Period provided, however, that where it is not commercially reasonable to fully effect a cure to the other Party within the thirty (30) day period set forth above, the Party in breach shall not be deemed to be in default of the Agreement and subject to termination for cause where it commences implementation of the cure within such thirty (30) day period and thereafter proceeds diligently to cure the breach to the reasonable satisfaction of the non-breaching Party. Any termination of this Agreement shall be without prejudice to each right and/or remedy which the non-breaching Party may possess against the breaching Party under this Agreement, at law, in equity, and/or otherwise. In the event of termination, the City shall pay Clean Energy all amounts which accrued up to the date of the termination and reimburse Clean Energy for any and all reasonable costs related to the repair and maintenance of the Facility, paid or irrevocably committed to by Clean Energy prior to the date of the termination. The preceding sentence shall survive termination of this Agreement.

6. **Ownership of Facility and Improvements.** As between Clean Energy and the City, all right, title, and interest in and to the Facility and any improvements made to the Facility shall at all relevant times remain with the City. The City retains all rights in and to the Facility and any improvements thereon.

7. **Warranty.**

With respect to services performed by Clean Energy pursuant to this Agreement, for a period of one (1) month from the date of performance of such services (the "Warranty Period"), Clean Energy warrants to the City that the services shall be free from defects in workmanship (the "Warranty").

If the City gives Clean Energy prompt written notice of breach of this Warranty during the Warranty Period, Clean Energy shall, at its sole option and as the City's sole remedy, either re-perform the service (the City to provide Clean Energy with unencumbered access to the Property and equipment) or refund the purchase price therefore. The City shall bear the costs of access for Clean Energy's remedial Warranty efforts (including removal and replacement of systems, structures or other parts of the City's facility), de-installation, re-installation and transportation of the parts to Clean Energy and back to the City. If Clean Energy determines that any claimed breach is not, in fact, covered by this Warranty, the City shall pay Clean Energy its then customary charges for any re-performance completed by Clean Energy, or, in the event Clean Energy refunded the City the purchase price, the City shall return the purchase price to Clean Energy. Clean Energy's warranty is conditioned on the City's (a) operating and maintaining the applicable work in accordance with Clean Energy's instructions, (b) not making any unauthorized repairs or alterations, and (c) not being in default of any payment obligation to Clean Energy. Clean Energy's warranty does not cover damage caused by chemical action or abrasive material, misuse or improper installation (unless installed by Clean Energy). Warranty repair or replacement shall not extend or renew the applicable Warranty Period.

With respect to equipment, part(s) or material(s) provided by Clean Energy to the City pursuant to this Agreement, Clean Energy hereby assigns to the City, to the extent assignable, any warranties made to Clean Energy by the applicable manufacturer or supplier, and Clean Energy shall have no other liability to the City related to the supplied equipment, part or material under warranty, tort or any other legal theory.

THE WARRANTIES SET FORTH IN THIS SECTION ARE CLEAN ENERGY'S SOLE AND EXCLUSIVE WARRANTIES. CLEAN ENERGY MAKES NO OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THIS SECTION SHALL SURVIVE TERMINATION OF THE AGREEMENT.

8. Indemnification.

(a) Clean Energy hereby agrees to indemnify, hold harmless and defend the City, and its officers, directors, employees and agents (collectively, the "City Indemnitees"), from and against any and all liabilities, penalties, fines, forfeitures, fees, demands, claims, causes of action, suits, judgments and costs and expenses incidental thereto, including attorneys' fees (collectively, "Damages"), which any or all of the City Indemnitees may hereafter suffer, incur, be responsible for or pay out, including for personal injuries, property damage, or contamination of or adverse effects on the environment, to the extent caused by, or arising from or in connection with: (a) Clean Energy's material breach of any representations, covenants or warranties of Clean Energy set forth in this Agreement; (b) any negligent actions or omissions or willful or reckless misconduct of Clean Energy, its employees, officers, owners, directors or agents in the performance of this Agreement; or (c) the material violation of any law, ordinance or regulation by Clean Energy. Such indemnity shall exclude Damages to the extent they arise as a result of any negligent actions or omissions or willful or reckless misconduct of the City Indemnitees.

(b) The City hereby agrees to indemnify, hold harmless and defend Clean Energy, and its officers, directors, employees and agents (collectively, the "Clean Energy Indemnitees"), from and against any and all liabilities, penalties, fines, forfeitures, fees, demands, claims, causes of action, suits, judgments and costs and expenses incidental thereto, including attorneys' fees (collectively, "Damages"), which any or all of the Clean Energy Indemnitees may hereafter suffer, incur, be responsible for or pay out, including for personal injuries, property damage, or contamination of or adverse effects on the environment, to the extent caused by, or arising from or in connection with: (a) the City's material breach of any representations, covenants or warranties of the City set forth in this Agreement; (b) any negligent actions or omissions or willful or reckless misconduct of the City, its employees, officers, owners, directors or agents in the performance of this Agreement; (c) the material violation of any law, ordinance or regulation by the City; or (d) any pre-existing or migratory environmental condition or hazard. Such indemnity shall exclude Damages to the extent they arise as a result of any negligent actions or omissions or willful or reckless misconduct of the Clean Energy Indemnitees.

9. Insurance Requirements.

The City and Clean Energy shall each procure at their respective expense, and maintain in full force and effect during the Term of this Agreement, including any renewals, with insurance carriers rated at least A- VII or Better in A.M. Best's Insurance Report and admitted to do business in the state where the Facility is located, the following primary insurance in at least the minimum amounts specified, with the other respective Party named in the commercial general liability policy (or excess liability or umbrella liability policy, if applicable) and the automotive liability policy as an additional insured and including a transfer of rights or waiver of subrogation endorsement. Such insurance, excluding workers compensation, shall be endorsed to require at least thirty (30) days' written notice to the other respective Party of cancellation.

(a) Commercial General Liability Insurance, including coverage at least as broad as the latest version of the Insurance Service Office Commercial General Liability coverage (occurrence form CG001) to a combined single limit of not less than \$15,000,000. Excess liability or umbrella liability coverage may be used to evidence or provide limits in addition to primary limits of no less than \$1,000,000 on the commercial general liability policy.

(b) Commercial Automobile Liability Insurance, including owned, non-owned and hired automobiles covering bodily injury and property damage, to a combined single limit of \$1,000,000.

(c) Workers Compensation and Employers Liability

(i) Workers compensation in compliance with applicable state and federal laws.

(ii) Employers liability with a limit of not less than \$1,000,000.

The requirements for carrying the foregoing insurance shall not derogate from the provisions of indemnification as set forth in this Agreement. If a Party maintains higher limits than the minimums shown above, the other Party requires and shall be entitled to coverage for the higher limits maintained.

The City shall send certificates of insurance evidencing such coverage within thirty (30) days after the date of this Agreement to:

Clean Energy
4675 MacArthur Court, Suite 800
Newport Beach, CA 92660
Attn: Barbara Johnson
Fax: (949) 724-1568
Email: bjohnson@cleanenergyfuels.com

Clean Energy shall send certificates of insurance evidencing such coverage within thirty (30) days after the date of this Agreement to:

City of Porterville
555 N. Prospect St
Porterville, CA 93257
Attn: Richard Tree
Email: rtree@ci.porterville.ca.us

10. Assignment. Neither Party shall have the right to assign its rights or obligations hereunder, in whole or in part, without obtaining the prior written consent of the other Party and any attempted assignment without such prior written consent shall be void. Permitted assigns shall have the benefit of, and shall be bound by, all terms and conditions of this Agreement.

11. Liens. The City represents that it is the owner of the Property and has full authority to enter into this Agreement. So long as the City is not in breach of any term of this Agreement and has timely paid all of Clean Energy's invoices, then Clean Energy shall make timely payment to all contractors performing

work on behalf of Clean Energy and shall, at its expense, cause any lien filed by any contractor performing work on behalf of Clean Energy to be canceled or discharged of record by payment, deposit, bond, order of a court of competent jurisdiction, or otherwise within thirty (30) days after Clean Energy receives actual notice of the filing of such lien, charge, or order for the payment of money.

12. Relationship of Parties. Clean Energy and the agents and employees of Clean Energy in the performance of this Agreement shall act in an independent capacity as independent contractors and not as officers or partners or employees or agents of the City.

13. Governing Law. This Agreement shall be subject to and construed in accordance with the laws of the State of California.

14. Attorneys' Fees. In the event of any litigation between the Parties concerning any provision of this Agreement or the rights and obligations of any party in relation thereto, the prevailing Party shall be entitled to an award for all costs incurred by reason of such litigation, including but not limited to reasonable attorneys' fees and fees and expenses of witnesses. The trier of fact shall designate the prevailing Party.

15. Notices. Any notice, demand, offer, or other written instrument required or permitted to be given pursuant to this Agreement shall be in writing signed by the Party giving such notice and shall be hand delivered or sent by certified mail, return receipt requested, or overnight courier or facsimile to the other Party at such address as set forth below:

If delivered to City:

City of Porterville
Attn: Richard Tree
555 N. Prospect St
Porterville, CA 93257
Email: rtree@ci.porterville.ca.us

If delivered to Clean Energy:

Clean Energy
Attn: Chad Lindholm
4675 MacArthur Court, Suite 800
Newport Beach, CA 92660
Fax: (949) 724-1397

With a copy to:
Clean Energy
Attn: Deputy General Counsel
4675 MacArthur Court, Suite 800
Newport Beach, CA 92660
Fax: (949) 424-8285

Each Party shall have the right to change the place to which notice shall be sent or delivered by similar notice sent in like manner to the other Party. Without limiting any other means by which a Party may be

able to prove that a notice has been received by the other Party, a notice shall be deemed to be duly received:

- (a) if sent by hand, the date when left at the address of the recipient;
- (b) if sent by certified mail, the date of the return receipt;
- (c) if sent by overnight courier, the date when receipt is acknowledged at the address of the recipient; or
- (d) if sent by facsimile, the date of the confirmation.

16. Force Majeure. If either Party is prevented from or delayed in performing its duties under this Agreement by circumstances beyond its control, whether or not foreseeable, including, without limitation, fires, typhoons, hurricanes, severe weather, floods, volcanic eruptions, pandemics, quarantines, war, civil disturbances, acts of terrorism, interruptions in utility services, the cessation of providing necessary products or services to Clean Energy by any supplier to Clean Energy, labor disputes, catastrophic equipment failures due to extraordinary events beyond the control of Clean Energy, acts of God, or threats of such circumstances, or any future laws, rules, regulations, orders, or acts of any local, state, federal, or provincial government (“Force Majeure”), then the affected Party shall be excused from performance hereunder during the period of such disability. The Party claiming Force Majeure shall promptly notify the other Party when it learns of the existence of a Force Majeure condition and when the Force Majeure condition has terminated. Notwithstanding anything in this Agreement to the contrary, the term “Force Majeure” does not include and a Party shall not be excused from any payment obligations hereunder.

17. Limitation of Liability. Neither Party shall have any liability to the other Party for special, consequential, or incidental damages, except however in connection with a claim made against either Party by a third party, provided that such claim arises out of or results from the negligence or willful misconduct or any other claim within the scope of the indemnity obligations of Clean Energy or the City, as applicable, under this Agreement.

18. No Third Party Beneficiaries. This Agreement is intended solely for the benefit of the Parties, and is not intended to create any benefits to any third parties.

19. Headings. The headings in this Agreement are for convenience and reference only, and shall not affect the interpretation of this Agreement.

20. Waiver. No waiver by either Party of any one or more defaults by the other Party in the performance of any provisions of this Agreement shall operate or be construed as a waiver of any other default or defaults, whether of a like or different character. No waiver or modification of this Agreement shall occur as the result of any course of performance or usage of trade.

21. Severability. If any provision of this Agreement or the application thereof to any person or circumstances shall to any extent be held in any proceeding to be invalid or unenforceable, the remainder of this Agreement shall be valid and enforceable to the fullest extent permitted by law, but only if, and to the extent, such enforcement would not materially and adversely alter the Parties’ essential objectives as expressed herein.

22. Negotiated Transaction. The drafting and negotiation of this Agreement has been participated in by all of the Parties. For all purposes, this Agreement shall be deemed to have been drafted jointly by each of the Parties.

23. Representation regarding Authority to Sign Agreement. Each of the representatives of the Parties signing this Agreement warrants and represents to the other that he, she or it has the actual authority to sign this Agreement on behalf of the Party for whom he, she or it is purporting to represent.

24. Incorporation of FTA Terms. The preceding provisions, as described in Appendix 4, include in part certain Standard Terms and Conditions required by the U.S. Department of Transportation (DOT) Federal Transit Administration (FTA), whether or not expressly set forth in this Agreement. All contractual provisions required by FTA are hereby incorporated by reference, and any conflicts between FTA requirements and other contract provisions shall be resolved in favor of FTA requirements. Clean Energy shall not perform any act or fail to perform any act that would cause the City to be in violation of FTA requirements.

25. Miscellaneous. This Agreement, along with the exhibits and appendix attached hereto, constitutes the complete and exclusive agreement and understanding between the Parties and supersedes all prior communications and agreements, whether oral or written. The Parties expressly agree that there are no other agreements, understandings, restrictions, warranties, and/or representations by, between and among the Parties relating to the subject matter of this Agreement other than those expressly set forth herein or herein provided for. This Agreement may only be modified by an instrument that is executed by each Party's duly authorized representative. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original, but all of which collectively constitute one (1) and the same instrument. Signatures to this Agreement transmitted by facsimile, email, portable document format (or .pdf) or by any other electronic means intended to preserve the original graphic and pictorial appearance of this Agreement shall have the same effect as the physical delivery of the paper document bearing original signature.

(Signature Page Follows)

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed on their respective behalf, by their respective officers thereunto duly authorized, all as of the Effective Date.

CITY OF PORTERVILLE

CLEAN ENERGY

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

EXHIBIT A

MAINTENANCE INSPECTIONS

1. The following is a sample checklist that provides an example of what is used by Clean Energy service technicians to perform certain monthly inspections at the Facility (the “Maintenance Inspections”). Clean Energy shall be entitled to deviate from and modify such checklist as appropriate in Clean Energy’s reasonable judgement.

Routine Maintenance Inspection Checklist
Compressor Service Tasks:
Check packing vents for blowing gas. Check low oil pressure shutdown 45psgi (3.1 bar) minimum. Inspect compressor hoses, tubing, piping, and valves for leaks. Check control gas regulator. Inspect pressure gauges for leaking glycerin. Check frame oil pressure. Check bolts, clamps, and nuts for tightness. Check intake/outlet air louver operation. Wipe down/clean compressor Check paint and/ or apply touch up as needed. Check and record frame oil level. Drain inter-stage scrubbers and record weight. Drain suction filter and record weight. Drain discharge filter and record weight. Drain recovery tank and record weight. Drain vent stack and record weight. If oil added record weight.
Priority Panel Service Tasks:
Check for leaks in valves, gauges and transmitters. Check for corrosion.
Gas Dryer/Storage Service Tasks:
Check dew point, Typical operation range between -70 to -110. Run micro-climate tests. Record fluid level from vessels. Inspect vessels for fluid and drain if needed. Record amount drained from vessels.
Dispenser/Fill Post:

Check hoses and breakaways for leakage, soft spots, or bulges, excessive abrasions, cuts, or cracks that exposes or damages reinforcement, kinked or twisted hose, 3-way valve leaks, nozzle or valve damage, Clean and inspect fueling nozzles.
Check dispenser filter for oil.
Note any issues not described above.

For the avoidance of any doubt, the following are not included in the Maintenance Inspections or the Maintenance Inspections Fee and will be billed separately by Clean Energy, as identified in Exhibit B:

- Call Outs, as described in Exhibit B;
- All replacement wear and tear parts and consumables (i.e. oil, filters, etc.); and
- Any required certifications and/or calibrations.

2. In the performance of all Services, Clean Energy will:

- Follow the maintenance schedules as identified in Exhibit A, as may be amended from time to time.
- Utilize only fully qualified and trained technicians. Tech will wear all required personal protective equipment and check-in and check-out with the shop superintendent.
- Provide all required standard and specialty tools.
- Utilize only original OEM parts.
- Inspect, record and provide to the City a report of the overall condition of the equipment and operations as well as record all maintenance, service and repair work.
- Pass through to the City all manufacturers' warranties related to third party equipment.
- Maintain records confirming that Clean Energy has completed all of the required tasks specified in the table above (as may be amended from time to time), and such records shall be provided upon request by the City.
- Test the facility methane sensors. Assumes no lift is required to access the methane system controls. Any repair work to the facility equipment will need to be outsourced to a subcontractor approved by the City.

At a reasonable frequency determined by Clean Energy, Clean Energy will inspect any fire extinguishers at the Facility and will notify the City if Clean Energy notices any have expired, but Clean Energy will not be responsible for re-certifying the fire extinguishers, as that will be City's responsibility.

EXHIBIT B

FEES

Maintenance Inspections Fee

On a monthly basis, during the Term, the City shall pay Clean Energy the following amount for its performance of the Maintenance Inspections:

Description	Rate (per month)
The “Maintenance Inspections Fee”	\$1,520.00 + applicable fees, assessments and taxes (including, without limitation, taxes which are measured based on the selling price) per month*
24/7 Remote Monitoring	\$725.00 + applicable fees, assessments and taxes (including, without limitation, taxes which are measured based on the selling price) per month*
 Waste Oil Removal (Optional)	\$267.00 + applicable fees, assessments and taxes (including, without limitation, taxes which are measured based on the selling price) per month

One Time Proficy Set Up Fee:

To provide the remote monitoring services described below, Clean Energy shall install, at the Facility, its proficy remote monitor software and/or equipment (“Proficy”) and the City shall pay Clean Energy the following amount for such installation:

Description	Rate	Frequency
Proficy Installation	\$10,370.00	One time

The Parties agree, notwithstanding anything to the contrary in this Agreement, that all remote monitoring software and/or equipment installed by Clean Energy at the Facility is owned by Clean Energy and title to such installed software shall remain with Clean Energy during the Term. Further, the Parties agree, notwithstanding anything to the contrary in this Agreement, that upon the expiration or termination of this Agreement, Clean Energy shall remove and/or delete all installed remote monitoring software (as applicable).

Call Out Rates

In the event the City desires to have Clean Energy go to the Facility to perform services other than the Maintenance Inspections, the City may call Clean Energy’s Operations Center to schedule a “Call Out”.

For each Call Out, the City shall be billed for such service at the applicable hourly rate described below multiplied by the number of hours the Clean Energy technician(s) expended traveling to and from the Facility and at the Facility; however, in the event Clean Energy’s cumulative time traveling to, and from,

the Facility and onsite at the Facility is less than 3 hours, the City will be billed as if Clean Energy had been at the Facility for 3 hours. The City will be billed for any equipment, parts and/or materials that Clean Energy supplies for the performance of the Call Out services at the rate described below.

Description	Rate
Labor Rates Monday – Friday 8:00 a.m. to 5:00 p.m.	\$160.00 per hour, plus all taxes which are measured or determined based on the selling price*
Labor Rates Monday – Friday 5:01 p.m. to 7:59 a.m. and all weekends & holidays	\$240.00 per hour, plus all taxes which are measured or determined based on the selling price*
Equipment & Parts & Materials	Clean Energy list price minus 10%, plus all taxes which are measured or determined based on the selling price

*Beginning January 1, 2026, and on each January 1 thereafter during the Term of this Agreement, including any renewals, the Maintenance Inspections Fee and Labor Rates shall be adjusted by the increase in the United States Bureau of Labor Statistics Consumer Price Index, All Items in the U.S. City Average, All Urban Consumers, Seasonally Adjusted, from the Effective date of this Agreement for the first such adjustment, or the date of the last adjustment for each subsequent adjustment, through the date of the current adjustment.

APPENDIX 1

STATION EQUIPMENT

Equipment Description	QTY
ANGI Compressor	2
Gas Dryer	1
Storage Vessels	3
Fast Fill Dispenser	2
Time Fill Hoses	52
Priority/Buffer Control Valve Panel	1
CNG Station Control System	1
Switchgear Compressor Motor Starters	2
Master Control Panel	2

FACILITY EQUIPMENT

Equipment Description	QTY
Methane Detection Control Panel	1
Exhaust Fans	4
Intake Louvers	4
Methane Sensors	4



City of Porterville Compressed Natural Gas (CNG) Fueling Station Maintenance Services

John Hodgkinson
Director, Business Development
Clean Energy
949.315.9959
John.Hodgkinson@cleanenergyfuels.com

September 24, 2024

RFP No. 24/25-SR1982



Section 1. Cover Letter

September 24, 2024

Richard Tree
City of Porterville
555 N. Prospect
Porterville, CA 93257

Re: Cover Letter - RFP No. 24/25-SR1982 Compressed Natural Gas (CNG) Fueling Station Maintenance Services

Dear Mr. Tree:

Clean Energy appreciates the opportunity to earn the City of Porterville's (City) business through this CNG maintenance solicitation. Your selection of a reliable CNG maintenance service provider is critical to the continued success of your fueling operations. Clean Energy has an excellent track record and the right team, resources, and experience to meet your maintenance needs and requirements. Below is a summary of the advantages Clean Energy will offer to the City:

- **Local, Trained Staff.** Clean Energy's local technicians are fully trained and experienced with maintaining your equipment, and other stations that are nearly identical. Our closest technician is less than 45 minutes driving distance from your site. As a backup, we have a large team of over 40 technicians in the Central and Southern CA area. Our technicians complete rigorous CNG training courses at our training facility and are certified to work on a variety of CNG compressors and equipment.
- **Around The Clock Support.** Clean Energy's technicians work scheduled day and night shifts, so any time your station has an issue, we respond quickly. Our headquarters in Newport Beach houses our Command Center, which is staffed 24/7/365 and actively monitors the status of your station. When possible, minor alarms are reset remotely, and when needed, technicians are dispatched to your station quickly.
- **Parts Access.** Our customers and technicians have access to a large inventory of parts in our main warehouse in Carson, CA, which enables us to provide parts to your site quickly to avoid station downtime. We also maintain thousands of inventory items at three other regional parts warehouses located across the country. For speed of service, our technicians keep an inventory of common spare parts directly in their vehicles.

Clean Energy

4675 MacArthur Court, Suite 800
Newport Beach, CA 92660
949.437.1000

CleanEnergyFuels.com



John Hodgkinson, Director, Business Development, is the main contact during the proposal evaluation. He can be reached at John.Hodgkinson@cleanenergyfuels.com, phone: (949) 315-9959.

I, Chad Lindholm, am authorized to commit resources on behalf of the proposer for this contract with the City.

Sincerely,

A handwritten signature in black ink, appearing to read 'Chad Lindholm', with a long horizontal stroke extending to the right.

Chad Lindholm
Senior Vice President

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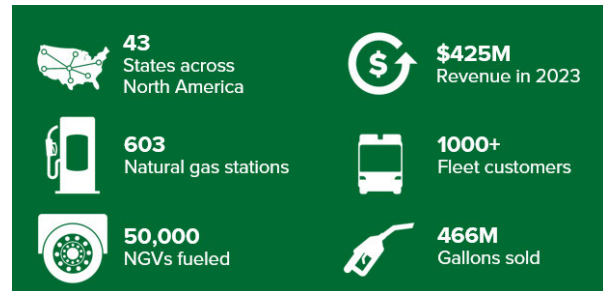
Section 2. Experience Statement

Clean Energy Brief Profile

Clean Energy provides RNG, CNG, LNG, LCNG, hydrogen, renewable electricity, and energy management solutions across North America. We are headquartered in Newport Beach, California and have regional offices in Colorado, Texas, New Hampshire, British Columbia and Ontario. Our Newport Beach office will be the primary location for the City's account.

We were established in 1996 and have been a publicly traded corporation since 2007 (Nasdaq: CLNE). In June 2018 we received a significant equity investment from TotalEnergies, one of the largest energy companies in the world. We serve fleet vehicle operators in a variety of markets, including public transit, heavy-duty trucking, airports, refuse, industrial and institutional energy users, and government fleets.

Our 527 employees provide services including fueling station operation and maintenance, station design and construction, facility modification, and supply of renewable fuel to our customers.



Over 27 Years of CNG Maintenance Services Experience

Clean Energy has provided **CNG fueling station maintenance services** for public agencies and private fleets **since 1996**. We operate and maintain over 100 natural gas stations for transit and solid waste properties in California, and many more for other customers. By awarding us this project, the City would benefit from this broad experience. Other Central California maintenance customers include Kings County Transit, Southwest Transportation Agency, City of Tulare, City of Bakersfield, and Van De Pol in Madera.

We have installed, operate and maintain over 100 Ariel compressors and maintain many sites with fast-fill dispensers, priority panels and control systems like yours. Clean Energy's team of direct-employed service technicians are trained and authorized to service Ariel and other compressors. We also continue to keep up with the latest industry standards, local and state regulations, codes and ordinances pertaining to natural gas fueling station operation and maintenance. Our specific approach to performing inspections, preventative maintenance and emergency and non-emergency repairs is outlined in detail on the following pages our proposal.



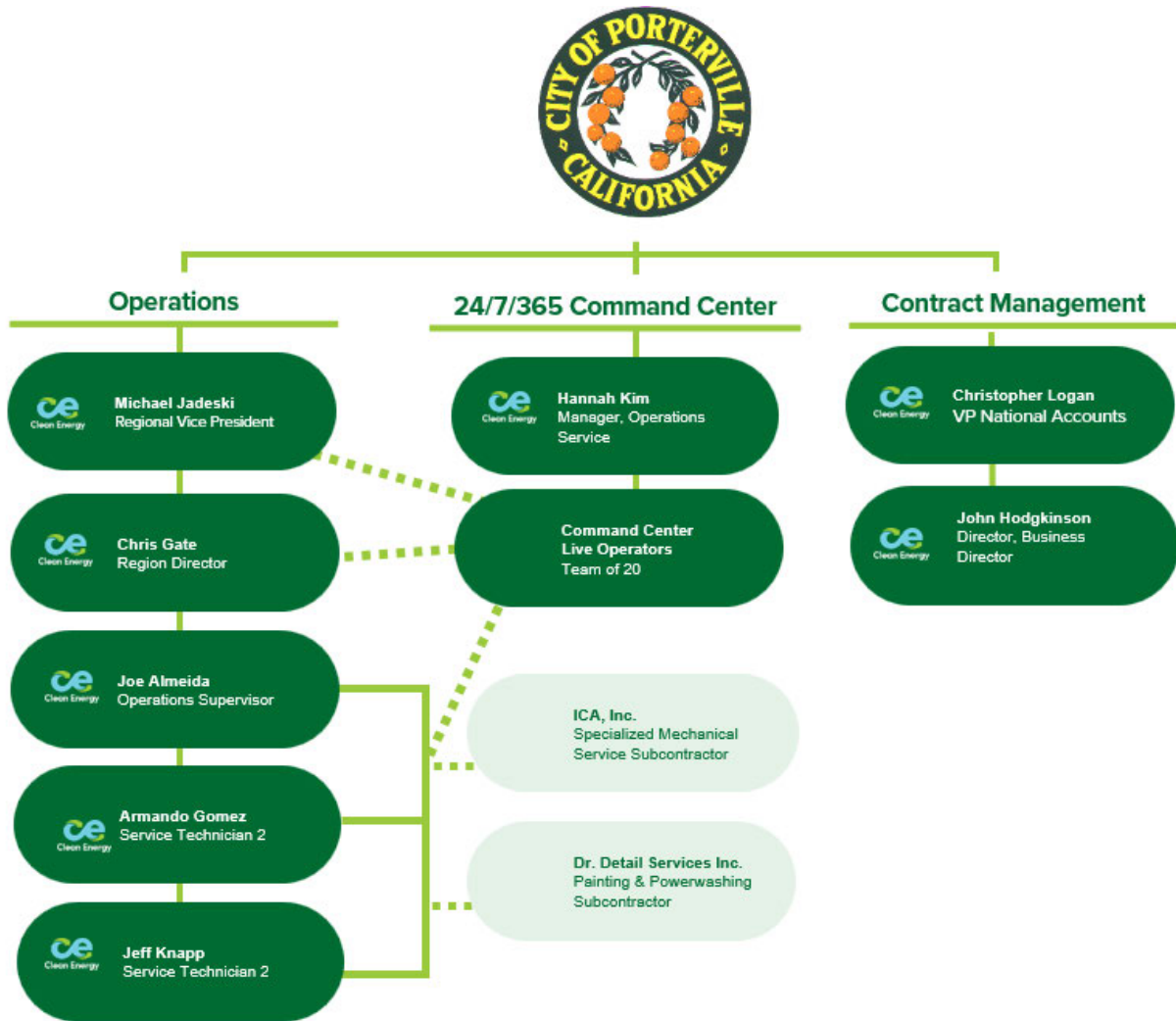
Section 3. Approach and Work Plan

Personnel and Project Organization Chart

Our primary project team assigned to the City includes five employees that are either based at our headquarters or are field-based and local; as a result, our local presence promotes ease of coordination and customer care for the City's contract.

We will self-perform the specialized CNG maintenance services described herein to ensure the contract is diligently followed and we perform to the highest standards. Clean Energy's primary project team includes operational and contract support personnel.

- **Chris Gate, Project Manager & Director of Operations.** Chris will serve as the City's Project Manager and he will oversee the supervisory and service technician team that is assigned to the City's maintenance contract. He has 35+ years of operational management experience.
- **Joe Almeida, Operations Supervisor.** Joe serves as the supervisor managing the service technician team that is responsible for performing maintenance and repair service at the City's CNG stations. Joe is an experienced operations leader with more than 25 years of experience.
- **Armando Gomez, Service Technician II.** Armando will perform maintenance and repair service at the City's station. Armando has 28 years of mechanical experience including 6 years of CNG maintenance service experience.
- **Jeff Knapp, Service Technician II.** Jeff will perform maintenance and repair service at the City's station. Jeff has 25 years of mechanical experience including 2 years of CNG maintenance service experience.
- **John Hodgkinson, Sales Director.** As City's Contract Manager and main point of contact, John will coordinate contract activities and ensure contract compliance with the support of Clean Energy's Operations group. John has over 10 years of professional experience in the renewable natural gas, fuel sales, marketing, and solid waste industry. John has a B.A. in Political Science and Economics from the University of Delaware.



Subcontractor

Clean Energy will perform the specialized CNG maintenance services. We have identified subcontractors that are long-time subcontractors for Clean Energy who perform non-specialized CNG services on an as-needed basis. Both subcontractors would likely perform less than 20 hours of work each year on this contract. Please note, that if the City has a preferred vendor we will gladly entertain other subcontractors.

ICA Inc. will provide as needed specialized mechanical services such as pressure vessel welding. We have worked with ICA Inc. on numerous contracts where they've

provided specialized mechanical services such as pressure welding and laser alignment for 15 years and their contact is Enrique Lopez.

Dr. Detail Services, certified DBE, will provide station equipment pressure washing for the City's new contract. We have worked with Dr. Detail on numerous contracts for 12 years where they've provided steam cleaning of the CNG compressor compounds and the dispensers, as well as re-painting equipment as needed to prevent corrosion and maintain a tidy appearance. Dr. Detail's contact person is Karen Barragan.

Scope of Services and Deliverables

Clean Energy will provide proactive, scheduled, and emergency maintenance services for the CNG fueling station and the methane detection system in the Maintenance facility. Each technician has a fully stocked CNG truck with the most replaced and common parts. Prior to each site visit, our technician will wear all required personal protective equipment and check-in and check-out with the shop superintendent. All repair and maintenance activities performed by Clean Energy or authorized subcontractor(s) will be done in accordance with equipment manufacturer's manuals and in accordance with best industry practices. All parts and materials used during repairs will be new unless the City directs us to use its existing inventory of parts. All parts warranty will be passed through to the City and we provide 30 day warranty on our workmanship.

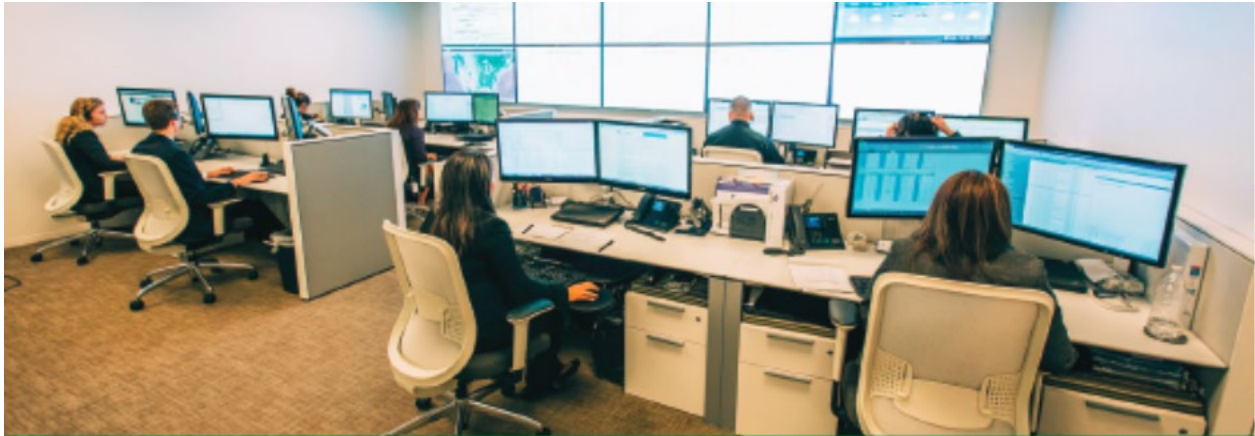
Remote Monitoring

Our Operations Center located in Newport Beach, CA is staffed by 20 Clean Energy employees 24/7/365 to monitor real time station status and performance, as well as to detect any faults or alarms that occur. Once a fault is detected, our Operations Center staff will immediately evaluate the situation and determine the correct response. When our customers call our Operation Center, our average response time is 45 seconds.

Beyond monitoring for fault conditions, Clean Energy staff can view real time station status on our corporate SCADA system in our Operations Center or by directly connecting to the station. This provides two methods for Clean Energy to reset fault conditions and gives our staff remote access to update set points and monitor station performance.

Our remote monitoring system is a proactive and robust system giving our Operations Center and service technicians complete visibility of station functionality, systems operations, and live data. In many cases, our Operations Center can identify and correct station issues without our customers knowing the equipment had ever faulted.





Clean Energy's Command Center. Live 24/7/365 operators respond to customer calls. This team is responsible for communicating with customers, dispatching technicians, and documenting the resolution steps taken for each call.

Routine Preventative Maintenance

One of our OSHA certified technicians will be onsite a minimum of once per month to complete the OEM recommended preventative maintenance. Our technician will go through the entire station, check the equipment to ensure everything is operating within the OEM specifications, and update the maintenance logs. These site visits will be coordinated by our maintenance planners and communicated to City's onsite personnel. Following each preventative maintenance, the City will receive a work order confirming all maintenance activities. Under this program, the City personnel will be responsible for daily and weekly maintenance tasks.

Corrective Repairs

Repair work is greatly minimized by Clean Energy's preventative maintenance but with heavy machinery, high horsepower, pressures and temperatures, and hundreds of moving parts plus electronics, unscheduled maintenance becomes inevitable at some point. Correctives can range from a simple station component failure to a serious safety incident. In any case, our protocol ensures a high level of communication and transparency throughout the resolution process. Clean Energy's emergency callout plan is triggered by any of the following:

- An email or auto dialer message triggered by a station fault.
- Our 24/7 Operations Center being alerted by our server-based SCADA system.
- City reporting a station performance or safety issue.

Under any of the scenarios the following response will be initiated:

- Command Center staff will remotely review the fault or situation and try to rectify the problem via a station reset or set point adjustment. If they are unable to resolve the issue a technician will be notified.
- A technician will remotely dial-in and troubleshoot the problem. If a remote fix is unavailable, the technician will dispatch to the station or schedule a service visit within twelve hours of being called out to the site.
- Once corrected, the City will be given a full debrief including the corrective measures taken to address the problem.

Site Reports

Clean Energy provides monthly Site Reports to all our service customers. Customer feedback indicates that these reports provide great value, because they provide a clear history of service activities and issue corrections at their respective CNG stations. The reports detail work order numbers, dates and parts that have been installed, and who (which technician) performed the work. They also categorize activities as inspections, preventative maintenance, and correctives. This level of transparency and detail is not provided by most CNG service contractors. The City will receive Site Reports for your site as an integral part of our comprehensive maintenance program.

Table 1. R&M Maintenance Summary	
Service	R&M
Routine Monthly Inspections	x
Routine Station Maintenance: All routine maintenance, materials, warranty, parts & labor	T&M rates in Pricing Section
Non-Routine/Emergency Callouts: All parts (warranty & non-warranty) & labor	T&M rates in Pricing Section
Major Parts Overhaul/Replacement	T&M rates in Pricing Section
Monthly Reports: Electronic station maintenance reporting	x

Monitoring & Alerts: 24/7 station monitoring & technician deployment	x
Onsite Technician Response Time for Emergency	3 Hours
Pricing Structure	Monthly Fee + T&M

Armando Gomez

Service Technician 2

CNG Experience

6 Years

Licensing/ Certifications/ Training

- Ariel online and mechanic training
- IMW 1 and 2 Training
- Clean Energy Technician Training 1/2 and 2/2
- Electrical 1 classroom
- Electrical 2 classroom
- Gilbarco dispensers
- LNG advanced Training
- PLC Training
- PSB Training
- Swagelok Training



Professional Profile

Armando is responsible for performing preventative, scheduled, and non-scheduled maintenance and repair services at Clean Energy's and customer-owned CNG and LNG fueling stations in Central Valley California.

In addition to his maintenance duties, Armando provides basic CNG equipment and safety training for first-time CNG users, as well as maintenance training for customer's maintenance staff.

Prior to Clean Energy, Armando acquired 28 years of mechanical experience.

Professional Experience

Service Technician 2

Clean Energy, 2016 – Present

Electrical Mechanical Technician

Paramount/Pistachios, 2012 – 2013

Industrial Facility Service Technician

Desert Block, 2016 – 2016

ATM Field Service Tech

Windcor, 2008– 2012

Lead Industrial Technician

Paramount/Wonderful Cuties,
2013– 2015

Maintenance Technician

Nestle/Dreyers, 1994 – 2008

Relevant Project Experience

City of Tulare | Tulare, CA

Facility type: Public, fast-fill LNG & LCNG fueling station for transit buses, waste fleets, and trucking fleets

Scope of work: Operate and maintain station

Southwest Transportation | Caruthers, CA

Facility type: Public/Private, fast-fill LNG & LCNG fueling station for transit buses, waste fleets, and trucking fleets

Scope of work: Operate and maintain station

Waste Management | Fresno, CA

Facility type: Private, fast-fill LNG fueling station for waste fleets

Scope of work: Operate and maintain station

Kings County Area Public Transit Agency

Facility type: CNG fueling station

Scope of work: Maintenance service repairs, service interval rebuilds and inspections

Jeff Knapp

Service Technician 2

Mechanical Experience

25 Years

Licensing/ Certifications/ Training

- Ariel online and mechanic training
- IMW 1 and 2 Training
- Clean Energy Technician Training 1/2 and 2/2
- Electrical 1 classroom
- Electrical 2 classroom
- Gilbarco dispensers
- LNG advanced Training
- PLC Training
- PSB Training
- Swagelok Training



Professional Profile

Jeff is responsible for performing preventative, scheduled, and non-scheduled maintenance and repair services at Clean Energy's and customer-owned CNG and LNG fueling stations in Central Valley California.

In addition to his maintenance duties, Jeff provides basic CNG equipment and safety training for first-time CNG users, as well as maintenance training for customer's maintenance staff.

Prior to Clean Energy, Jeff has 25 years of mechanical experience.

Professional Experience

Service Technician 2

Clean Energy, 2022 – Present

Maintenance Mechanic Lead

Foster Farms, 2008 – 2012

Lead Maintenance Mechanic

Wonderful Citrus, 2012 – 2022

Field Service Tech

Seacap Mailing Solutions,
1997– 2008

Maintenance Mechanic

Nichols Farms, 2010 – 2012

Relevant Project Experience

City of Tulare | Tulare, CA

Facility type: Public, fast-fill LNG & LCNG fueling station for transit buses, waste fleets, and trucking fleets

Scope of work: Operate and maintain station

Southwest Transportation | Caruthers, CA

Facility type: Public/Private, fast-fill LNG & LCNG fueling station for transit buses, waste fleets, and trucking fleets

Scope of work: Operate and maintain station

Waste Management | Fresno, CA

Facility type: Private, fast-fill LNG fueling station for waste fleets

Scope of work: Operate and maintain station

Kings County Area Public Transit Agency

Facility type: CNG fueling station

Scope of work: Maintenance service repairs, service interval rebuilds and inspections

Section 4. References

Reference 1: Kings Area Regional Transit - *formerly Kings County Area Public Transit Agency* (Confidential)

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

Reference 2: Southwest Transportation Agency (Confidential)

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

Reference 3: Van De Pol (Confidential)

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

Section 5. Contract Price Proposal

Below is a pricing summary for the scope of services. Please note, that Clean Energy will charge a one-time installation fee of \$10,370.00 for our proprietary remote monitoring system. This system will not interfere with the City's internal remote monitoring software. This is an additional monitoring system that will allow our operations center 24/7 visibility of the station.

Table 1. R&M Program Schedule of Values		
Item Description	Billing Frequency	Rates
Site Inspection	Monthly	\$1,520.00
24/7 Remote Monitoring	Monthly	\$725.00
Hazardous Waste Oil Removal (Optional)	Monthly	\$267.00
Time & Material Service: Service repair work performed outside of monthly site visits	Hourly 8:00am - 5:00pm Monday - Friday	\$160.00
	Hourly 5:01pm – 7:59am Monday – Friday Weekends/Holidays	\$240.00
	As-Needed Parts	List minus 10%

Pricing Assumptions

- The Site Inspection and Time & Material rates subject are subject to annual CPI.
- The Site Inspection scope of work includes testing the Facility methane system monthly. We assume no lift is required to access and the Facility Methane system. Any repairs for the Facility Equipment will be outsourced to a qualified third party and approved by the City.

-
- All work outside of the site inspection (callouts, repairs, rebuilds, PRV recertifications, dispenser calibrations, etc.) will fall outside of the monthly charge and be billed at Time & Materials.
 - No prevailing wages.
 - Clean Energy reserves the right to negotiate mutually agreeable terms after award.

Section 6. Project Schedule

Below is a project schedule for this maintenance program. Should the City have additional questions or need further information, please contact John Hodgkinson at (949) 315-9959 or john.hodgkinson@cleanenergyfuels.com.

Table 2. Project Schedule	
Event	Date of Event
Service Commencement	Following Contract Execution. RFP projection is November 1, 2024.
Site Inspections	Will be performed monthly and communicated to City personnel.
Callouts and Repair Work	Will be scheduled following approval from City personnel. Callouts and repairs are initiated by remote monitoring station/facility faults or by customer request.
Preventative Maintenance	Items include rebuilds, PRV recertifications, dispenser calibration, etc. Will be scheduled following approval from City personnel.

Section 7. Required Forms

Exhibit A – Required Forms

Form A

ADDENDUM RECEIPT

The Proposer acknowledges it has received and read the following Addenda:

Addendum # 1 issued August 23, 2024

Signature



Addendum # 2 issued September 17, 2024

Signature



Addendum # _____

Signature

Addendum # _____

Signature

Addendum # _____

Signature

Company: Clean Energy

Name: Chad Lindholm

Title: Senior Vice President

Signature:



Date: September 20, 2024

Form B

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):

☒ The Proposer certifies that the Proposer 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.

- OR -

☐ The Proposer is unable to certify to all of the statements in this certification, and attaches its explanation to this certification. (In the explanation, the Proposer must certify to those statements that can be certified and explain why the other statements cannot be certified.)

The Proposer 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 Proposer certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification. In addition, the Proposer understands and agrees that the provisions of 31 U.S.C. §§ 3801 et al. are applicable to this certification.

Company: Clean Energy

Name: Chad Lindholm

Title: Senior Vice President

Signature: 

Date: September 20, 2024

Form C

BUY AMERICA CERTIFICATION

This certification applies to contracts over \$150,000 if they involve the purchase of iron, steel, manufactured goods, or rolling stock. Offers that do not include this completed certification, if applicable, will be rejected as nonresponsive.

If this Offer is valued in excess of \$150,000 and involves the procurement of steel, iron, or manufactured products (as defined in 49 CFR §§ 661.3 and 661.5), the Proposer hereby certifies that it:

☒ Will comply with the requirements of 49 U.S.C. § 5323(j)(1) and the applicable regulations in 49 CFR part 661;

OR

☐ Cannot comply the requirements of 49 U.S.C. § 5323(j) (and 49 CFR part 661) but may qualify for an exception to the requirements pursuant to 49 U.S.C. § 5323(j)(2), as amended, and the applicable regulations in 49 CFR § 661.7.

If this Offer is valued in excess of \$150,000 and involves the procurement of buses or other rolling stock (including associated equipment), the Proposer hereby certifies that it: **Not applicable**

☐ Will comply with the requirements of 49 U.S.C. § 5323(j) and the applicable regulations of 49 CFR § 661.11;

OR

☐ Cannot comply with the requirements of 49 U.S.C. 5323(j) (and 49 CFR § 661.11), but may qualify for an exception to the requirements consistent with 49 U.S.C. § 5323(j)(2)(C), as amended, and the applicable regulations in 49 CFR § 661.7.

The Proposer certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification. In addition, the Proposer understands and agrees that the provisions of 31 U.S.C. §§ 3801 et al. are applicable to this certification.

Company: Clean Energy

Name: Chad Lindholm

Title: Senior Vice President

Signature: 

Date: September 20, 2024

Form D

NON-COLLUSION AFFIDAVIT FOR PROPOSER

STATE OF CALIFORNIA

COUNTY OF ORANGE

Chad Lindholm declares and says:

1. That he/she is the (owner, partner, representative, or agent) of Clean Energy, 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.

The Proposer certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification. In addition, the Proposer understands and agrees that the provisions of 31 U.S.C. §§ 3801 et al. are applicable to this certification.

Company: Clean Energy

Name: Chad Lindholm

Title: Senior Vice President

Signature: 

Date: September 20, 2024

Form E

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 Proposer certifies that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the Proposer, 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 Proposer shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The Proposer 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 Proposer certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification. In addition, the Proposer understands and agrees that the provisions of 31 U.S.C. §§ 3801 et al. are applicable to this certification.

Company: Clean Energy

Name: Chad Lindholm

Title: Senior Vice President

Signature: 

Date: September 20, 2024

Form F

TAX LIABILITY CERTIFICATION

This certificate applies to all contracts. Offers that do not include this completed certification will be rejected as nonresponsive.

The Proposer certifies that:

1. It has no unpaid federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability;
2. It has not been convicted of a felony criminal violation under any federal law within the preceding 24 months; and
3. It shall require that the language of this certification be included in the award documents for all subcontractors and material suppliers at all tiers, and that all subcontractors and material suppliers shall certify and disclose accordingly.

The Proposer certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification. In addition, the Proposer understands and agrees that the provisions of 31 U.S.C. §§ 3801 et al. are applicable to this certification.

Company: Clean Energy

Name: Chad Lindholm

Title: Senior Vice President

Signature: 

Date: September 20, 2024

Form G

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.

Company: Clean Energy

Name: Chad Lindholm

Title: Senior Vice President

Signature: 

Date: September 20, 2024

Section 8. Sample Customer Site Report



Work Order ID:

Date of Service:

Service Location: <SITE NAME>

Bill To Location: <CUSTOMER NAME>

<SITE ADDRESS>

Date	Activity	Item/Description	Quantity/Hrs	Unit Price	Extended Price	Currency
Totals					\$0.00	

Work Order Reason:	0001 - Site Inspection
Primary Incident Description:	Site Inspection
Customer Asset:	<SITE NUMBER> CNG Site
Cause Code:	
Action Code:	

Customer Asset	Question	Response
13301 CNG Site	Check entire site for visible damage	
13301 CNG Site	Check landscape condition	
13301 CNG Site	Does the site require steam cleaning to remove oil and grease?	
13301 CNG Site	Check signage for wear and fading	
13301 CNG Site	Verify that area lights are working	
13301 CNG Site	Check all piping, tubing, and for leaks, including defueling panel (if applicable)	
13301 CNG Site	Pick up trash and debris around the site.	
13301 CNG Site	General - Bag all trash from site and empty trash cans.	
13301 CNG Site	Clean up oil leaks	
13301 CNG Site	Any repairs required?	
13301 CNG Site	Any leaks found?	
13301 CNG Site	Enter MSA reading (if applicable)	
13301 CNG Site	Enter electric meter reading (if applicable)	
13301 CNG Site	Test ESD system to make sure system shuts down safely.	
Compressor A1	During operation, check/record/verify compressor performance data.	
Compressor A1	Visually inspect compressor hoses, tubing, piping, and valves for leaks and abnormalities.	
Compressor A1	Listen for any abnormal sounds (e.g., banging or hissing).	
Compressor A1	Check priority panel for proper operation, if applicable.	
Compressor A1	Check control gas regulator, adjust, look for frost/leaks.	
Compressor A1	Inspect pressure gauges for leaking glycerin	
Compressor A1	Drain all inter-stage scrubbers and record weight	
Compressor A1	Drain suction filter and record weight	
Compressor A1	Drain discharge filters and record weight	
Compressor A1	Drain recovery tank and record weight	
Compressor A1	Drain vent stack and record weight	



City of Porterville
Request for Proposal RFP No. 24/25-SR1982
CNG Fueling Station Maintenance Services





Work Order ID:

Date of Service:

Service Location: <SITE NAME>

Bill To Location: <CUSTOMER NAME>

<SITE ADDRESS>

Customer Asset	Question	Response
Compressor A1	Check intake/outlet air louver operation (if applicable). Adjust as necessary.	
Compressor A1	Check bolts, clamps, and nuts for tightness. Torque if necessary. Reference Torqueing Guide for Specification	
Compressor A1	Check and record frame oil pressure when at operating temperature. Compressor inlet oil temperature is 190°F (88°C) maximum. (it should be 50 to 60PSIG)	
Compressor A1	The frame oil level should be visible in the sight glass and approx. mid-level when running, if not, determine and correct cause. Do not overfill. (ARIEL ONLY)	
Compressor A1	Check packing vents for blowing gas, measure and record gas volume.	
Compressor A1	Wipe Down / Clean Compressor	
Compressor A1	Check for any sign of damage to the paint and apply touch up paint as required.	
Compressor A1	Check lubricator box oil level (ARIEL ONLY)	
Compressor A1	Check oil make-up tank for sufficient supply (ARIEL ONLY)	
Compressor A1	Monitor lubricator cycle movement indicator for proper operation, repair as necessary (ARIEL ONLY)	
Compressor A1	Check lubricator box oil level (ARIEL ONLY)	
Compressor A1	Ambient temperature	
Compressor A1	Suction pressure	
Compressor A1	Oil pressure	
Compressor A1	Compressor hours (no decimals)	
Compressor A1	1st stage pressure	
Compressor A1	1st stage temperature	
Compressor A1	2nd stage pressure	
Compressor A1	2nd stage temperature	
Compressor A1	3rd stage pressure	
Compressor A1	3rd stage temperature	
Compressor A1	4th stage pressure	
Compressor A1	4th stage temperature	
Compressor A2	During operation, check/record/verify compressor performance data.	
Compressor A2	Visually inspect compressor hoses, tubing, piping, and valves for leaks and abnormalities.	
Compressor A2	Listen for any abnormal sounds (e.g., banging or hissing).	
Compressor A2	Check priority panel for proper operation, if applicable.	
Compressor A2	Check control gas regulator, adjust, look for frost/leaks.	
Compressor A2	Inspect pressure gauges for leaking glycerin	
Compressor A2	Drain all inter-stage scrubbers and record weight	
Compressor A2	Drain suction filter and record weight	
Compressor A2	Drain discharge filters and record weight	
Compressor A2	Drain recovery tank and record weight	





Work Order ID:

Date of Service:

Service Location: <SITE NAME>

Bill To Location: <CUSTOMER NAME>

<SITE ADDRESS>

Customer Asset	Question	Response
Compressor A2	Drain vent stack and record weight	
Compressor A2	Check intake/outlet air louver operation (if applicable). Adjust as necessary.	
Compressor A2	Check bolts, clamps, and nuts for tightness. Torque if necessary. Reference Torqueing Guide for Specification	
Compressor A2	Check and record frame oil pressure when at operating temperature. Compressor inlet oil temperature is 190°F (88°C) maximum. (it should be 50 to 60PSIG)	
Compressor A2	The frame oil level should be visible in the sight glass and approx. mid-level when running, if not, determine and correct cause. Do not overfill. (ARIEL ONLY)	
Compressor A2	Check packing vents for blowing gas, measure and record gas volume.	
Compressor A2	Wipe Down / Clean Compressor	
Compressor A2	Check for any sign of damage to the paint and apply touch up paint as required.	
Compressor A2	Check lubricator box oil level (ARIEL ONLY)	
Compressor A2	Check oil make-up tank for sufficient supply (ARIEL ONLY)	
Compressor A2	Monitor lubricator cycle movement indicator for proper operation, repair as necessary (ARIEL ONLY)	
Compressor A2	Check lubricator box oil level (ARIEL ONLY)	
Compressor A2	Ambient temperature	
Compressor A2	Suction pressure	
Compressor A2	Oil pressure	
Compressor A2	Compressor hours (no decimals)	
Compressor A2	1st stage pressure	
Compressor A2	1st stage temperature	
Compressor A2	2nd stage pressure	
Compressor A2	2nd stage temperature	
Compressor A2	3rd stage pressure	
Compressor A2	3rd stage temperature	
Compressor A2	4th stage pressure	
Compressor A2	4th stage temperature	
Compressor B1	During operation, check/record/verify compressor performance data.	
Compressor B1	Visually inspect compressor hoses, tubing, piping, and valves for leaks and abnormalities.	
Compressor B1	Listen for any abnormal sounds (e.g., banging or hissing).	
Compressor B1	Check priority panel for proper operation, if applicable.	
Compressor B1	Check control gas regulator, adjust, look for frost/leaks.	
Compressor B1	Inspect pressure gauges for leaking glycerin	
Compressor B1	Drain all inter-stage scrubbers and record weight	
Compressor B1	Drain suction filter and record weight	
Compressor B1	Drain discharge filters and record weight	



City of Porterville
Request for Proposal RFP No. 24/25-SR1982
CNG Fueling Station Maintenance Services





Work Order ID:

Date of Service:

Service Location: <SITE NAME>

Bill To Location: <CUSTOMER NAME>

<SITE ADDRESS>

Customer Asset	Question	Response
Compressor B1	Drain recovery tank and record weight	
Compressor B1	Drain vent stack and record weight	
Compressor B1	Check intake/outlet air louver operation (if applicable). Adjust as necessary.	
Compressor B1	Check bolts, clamps, and nuts for tightness. Torque if necessary. Reference Torqueing Guide for Specification	
Compressor B1	Check and record frame oil pressure when at operating temperature. Compressor inlet oil temperature is 190°F (88°C) maximum. (it should be 50 to 60PSIG)	
Compressor B1	The frame oil level should be visible in the sight glass and approx. mid-level when running, if not, determine and correct cause. Do not overfill. (ARIEL ONLY)	
Compressor B1	Check packing vents for blowing gas, measure and record gas volume.	
Compressor B1	Wipe Down / Clean Compressor	
Compressor B1	Check for any sign of damage to the paint and apply touch up paint as required.	
Compressor B1	Check lubricator box oil level (ARIEL ONLY)	
Compressor B1	Check oil make-up tank for sufficient supply (ARIEL ONLY)	
Compressor B1	Monitor lubricator cycle movement indicator for proper operation, repair as necessary (ARIEL ONLY)	
Compressor B1	Check lubricator box oil level (ARIEL ONLY)	
Compressor B1	Ambient temperature	
Compressor B1	Suction pressure	
Compressor B1	Oil pressure	
Compressor B1	Compressor hours (no decimals)	
Compressor B1	1st stage pressure	
Compressor B1	1st stage temperature	
Compressor B1	2nd stage pressure	
Compressor B1	2nd stage temperature	
Compressor B1	3rd stage pressure	
Compressor B1	3rd stage temperature	
Compressor B1	4th stage pressure	
Compressor B1	4th stage temperature	
Compressor B2	During operation, check/record/verify compressor performance data.	
Compressor B2	Visually inspect compressor hoses, tubing, piping, and valves for leaks and abnormalities.	
Compressor B2	Listen for any abnormal sounds (e.g., banging or hissing).	
Compressor B2	Check priority panel for proper operation, if applicable.	
Compressor B2	Check control gas regulator, adjust, look for frost/leaks.	
Compressor B2	Inspect pressure gauges for leaking glycerin	
Compressor B2	Drain all inter-stage scrubbers and record weight	
Compressor B2	Drain suction filter and record weight	





Work Order ID:

Date of Service:

Service Location: <SITE NAME>

Bill To Location: <CUSTOMER NAME>

<SITE ADDRESS>

Customer Asset	Question	Response
Compressor B2	Drain discharge filters and record weight	
Compressor B2	Drain recovery tank and record weight	
Compressor B2	Drain vent stack and record weight	
Compressor B2	Check intake/outlet air louver operation (if applicable). Adjust as necessary.	
Compressor B2	Check bolts, clamps, and nuts for tightness. Torque if necessary. Reference Torqueing Guide for Specification	
Compressor B2	Check and record frame oil pressure when at operating temperature. Compressor inlet oil temperature is 190°F (88°C) maximum. (it should be 50 to 60PSIG)	
Compressor B2	The frame oil level should be visible in the sight glass and approx. mid-level when running, if not, determine and correct cause. Do not overfill. (ARIEL ONLY)	
Compressor B2	Check packing vents for blowing gas, measure and record gas volume.	
Compressor B2	Wipe Down / Clean Compressor	
Compressor B2	Check for any sign of damage to the paint and apply touch up paint as required.	
Compressor B2	Check lubricator box oil level (ARIEL ONLY)	
Compressor B2	Check oil make-up tank for sufficient supply (ARIEL ONLY)	
Compressor B2	Monitor lubricator cycle movement indicator for proper operation, repair as necessary (ARIEL ONLY)	
Compressor B2	Check lubricator box oil level (ARIEL ONLY)	
Compressor B2	Ambient temperature	
Compressor B2	Suction pressure	
Compressor B2	Oil pressure	
Compressor B2	Compressor hours (no decimals)	
Compressor B2	1st stage pressure	
Compressor B2	1st stage temperature	
Compressor B2	2nd stage pressure	
Compressor B2	2nd stage temperature	
Compressor B2	3rd stage pressure	
Compressor B2	3rd stage temperature	
Compressor B2	4th stage pressure	
Compressor B2	4th stage temperature	
Compressor B2	5th stage pressure	
Compressor B2	5th stage temperature	
Dryer 01	Check all piping, tubing and vessels for leaks	
Dryer 01	Drain pre-filter	
Dryer 01	Drain blower housing	
Dryer 01	Drain sump	



Section 5. Contract Price Proposal

Below is a pricing summary for the scope of services. Please note, that Clean Energy will charge a one-time installation fee of \$10,370.00 for our proprietary remote monitoring system. This system will not interfere with the City's internal remote monitoring software. This is an additional monitoring system that will allow our operations center 24/7 visibility of the station.

Table 1. R&M Program Schedule of Values		
Item Description	Billing Frequency	Rates
Site Inspection	Monthly	\$1,520.00
24/7 Remote Monitoring	Monthly	\$725.00
Hazardous Waste Oil Removal (Optional)	Monthly	\$267.00
Time & Material Service: Service repair work performed outside of monthly site visits	Hourly 8:00am - 5:00pm Monday - Friday	\$160.00
	Hourly 5:01pm – 7:59am Monday – Friday Weekends/Holidays	\$240.00
	As-Needed Parts	List minus 10%

Pricing Assumptions

- The Site Inspection and Time & Material rates subject are subject to annual CPI.
- The Site Inspection scope of work includes testing the Facility methane system monthly. We assume no lift is required to access and the Facility Methane system. Any repairs for the Facility Equipment will be outsourced to a qualified third party and approved by the City.

-
- All work outside of the site inspection (callouts, repairs, rebuilds, PRV recertifications, dispenser calibrations, etc.) will fall outside of the monthly charge and be billed at Time & Materials.
 - No prevailing wages.
 - Clean Energy reserves the right to negotiate mutually agreeable terms after award.

Plan Holders
Agency
Bid Number
Bid Title

City of Porterville
24/25-SR1982
Request for Proposals - Compressed Natural Gas (CNG) Fueling Station Maintenance Rep:

Name	Contact	Address	Phone	Email	Proposal	
					Yes	No
Montauk	Tracy R Kirby	41085 Elm Street Murrieta, CA, 92562,	(951) 813-2084	abdul@bidamerica.com		X
Valley Contractors Exchange	Elizabeth Carter	951 E 8th StreetChico, CA, 95928,	(530) 343-1981	elizabeth@vceonline.com		X
Clean Energy	Michelle Wells	4675 MacArthur Court, Suite 800Newport Beach, CA, 92660,	(949) 437-1361	bids@cleanenergyfuels.com	X	
Tulare Kings Counties Builders Exchange	Berenice Ruiz	823 W. Center AveVisalia, CA, 93291,	(559) 732-4568	bruiz@tkcbe.com		X
Trillium USA Company, LLC	Lisa Swedler	2929 Allen Parkway Ste 4100, Houston, TX 77019	(623) 570-6923	Lisa.Swedler@Trilliumenergy.com	X	

RFP 24/25-SR 1982
CNG Fueling Station Maintenance
Scoring Matrix

	Points	Clean Energy	Trillium
Understanding of the Scope of Work	20	19	19
Demonstrates a clear understanding of the LCFS services required.			
Technical Approach and Methodology	20	19	19
Proposal outlines a comprehensive and feasible approach to providing the required services.			
Experience and Qualifications	20	19	20
Firm's experience with similar projects, particularly federally funded transit projects			
Key Personnel and Project Team	10	9	9
Qualifications of key personnel who will be assigned to this project.			
Price Proposal	30	28	26
Competitive and reasonable cost in			
Total Points	100	94	93



CITY COUNCIL AGENDA – OCTOBER 15, 2024

SUBJECT: Award of Professional Services Agreement to Energy Mission Control, Inc. for Low Carbon Fuel Standard Credit Services

SOURCE: Public Works

COMMENT: In August 2019, the City entered into a two-year agreement with SRECTrade for Low Carbon Fuel Standard (LCFS) services, including automatic yearly renewals. While SRECTrade has provided satisfactory services under an 80/20 revenue-sharing model, the City issued RFP No. 24/25-SR1983 on August 27, 2024, to explore enhanced services and potential cost savings.

The RFP sought qualified firms for LCFS credit management and reporting. Proposals were due by September 26, 2024, with the following proposals received and scored:

Vendor	Score
FuSE	99
SRECTrade	97
Trillium	88
ClearBlue	88

FuSE ranked the highest in the evaluation process, scoring 99 out of 100 points. FuSE demonstrated a strong understanding of the City's LCFS needs and proposed a comprehensive, technology-driven solution, including a competitive revenue-sharing model.

Under the new agreement, FuSE will:

- Manage the City's participation in the California LCFS program, ensuring regulatory compliance.
- Broker the sale of LCFS credits to maximize financial returns.
- Provide real-time monitoring of energy consumption and credit generation through their cloud-based platform.
- Operate under a 92/8 revenue-sharing model, where the City retains 92% of LCFS revenues, and FuSE receives 8% as a brokerage fee.

The City's current agreement with SRECTrade operates on an 80/20 revenue-sharing model, with the City retaining 80% of LCFS revenues. FuSE's 92/8 model represents a 12% increase in the City's share of LCFS revenue.

Based on prior LCFS revenues generated from the City's electric fleet, the estimated LCFS revenue generated on a quarterly basis is \$6,000. Under the current agreement with SRECTrade, the City retains 80% of LCFS revenues, which amounts to \$4,800 per quarter.

FuSE's proposed 92/8 model would allow the City to retain 92% of LCFS revenues, increasing the City's share to \$5,520 per quarter. This represents a quarterly increase of \$720, or \$2,880 annually, assuming current levels of LCFS credits generated. As the City's electric fleet expands, the increase in revenue is expected to grow, providing significant additional income over time. This shift is expected to result in long-term financial benefits as the City continues to expand its electric fleet and maximize the value of its LCFS credits. The professional services agreement with Energy Mission Control, Inc. will commence upon the signature of both parties and will continue until terminated by either party, with termination requiring 90 days' prior written notice.

Additionally, FuSE offers advanced technological tools, such as real-time monitoring of energy consumption and credit generation through a cloud-based platform. This will provide the City with valuable insights to optimize its participation in the LCFS program, ensuring both financial and operational efficiency.

RECOMMENDATION: That the City Council:

1. Approve a Professional Services Agreement between the City of Porterville and Energy Mission Control, Inc for Low Carbon Fuel Standard (LCFS) services; and
2. Authorize the Mayor, or designee, to execute the agreement and any related documents, subject to final review by the City Attorney.

ATTACHMENTS:

1. Porterville RFP # 24-25-SR1983_Plan Holders
2. Porterville RFP #24-25-SR1983_Scoring Matrix
3. FuSE Proposal
4. Draft Agreement

Appropriated/Funded:

Review By:

Department Director:
Richard Tree, Director of Transportation

Final Approver: Patrice Hildreth, City Manager

Plan Holders
Agency
Bid Number
Bid Title

City of Porterville
24/25-SR1983
RFP - Low Carbon Fuel Standards Services

Name	Contact	Address	Phone	Email	Proposal	
					Yes	No
Montauk	Tracy R Kirby	41085 Elm Street Murrieta, CA, 92562,	(951) 813-2084	abdul@bidamerica.com		X
Tulare Kings Counties Builders Exchange	Berenice Ruiz	823 W. Center AveVisalia, CA, 93291,	(559) 732-4568	bruiz@tkcbe.com		X
ClearBlue Markets	Michael Berends		(416) 690-6369	m.berends@clearbluemarkets.com	X	
FuSE	Miguel Delgadillo	801 K Street, Suite 2700, Sacramento, CA 95814	(833) 937-6262	miguel@usefuse.com	X	
SRECTrade	Gustavo Loss		(415) 230-0697	gustavo.loss@srectrade.com	X	
Trillium	Charles Love	2929 Allen Parkway, Suite 4000, Houston, TX 77019	(713)773-4879	Charles.Love@TrilliumEnergy.com	X	

RFP 24/25-SR 1983

LCFS Services

Scoring Matrix

	Points	FuSE	SRECTrade	Trillium	ClearBlue
Understanding of the Scope of Work	20	20	20	20	20
Demonstrates a clear understanding of the LCFS services required.					
Technical Approach and Methodology	20	20	20	20	20
Proposal outlines a comprehensive and feasible approach to providing the required services.					
Experience and Qualifications	20	19	20	18	18
Firm's experience with similar projects, particularly federally funded transit projects					
Key Personnel and Project Team	10	10	10	10	10
Qualifications of key personnel who will be assigned to this project.					
Price Proposal	30	30	27	20	20
Competitive and reasonable cost in comparison to other proposals.					
Total Points	100	99	97	88	88



SIMPLIFYING LOW CARBON FUEL STANDARDS GLOBALLY



CITY OF PORTERVILLE

LOW CARBON FUEL STANDARD PROGRAM



www.usefuse.com



Sacramento, CA - Vancouver, BC



+1 833-937-6262



miguel@usefuse.com



Why

We believe in a world where green transportation is accessible and affordable to all, including individuals, businesses, non-profits, and public agencies.

How

We do this by creating software tools and platforms that streamline and automate traditionally burdensome government programs.

What

We've developed a proprietary system for onboarding electric fleets into clean fuel programs. It requires little to no effort by fleet operators and results in significant financial and environmental benefits.

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Subject: Proposal Submission for Low Carbon Fuel Standard Credit Services

Dear Ms. Mejia,

Below is FuSE's proposal in response to NO. 24/25-SR1983 issued by The City of Porterville. Energy Mission Control dba as FuSE Carbon Technologies (FuSE) is honored to present its comprehensive proposal outlining its distinctive qualifications, unparalleled experience, proficient staff, and a meticulously crafted work plan tailored to effectively report and broker Low Carbon Fuel Standard (LCFS) Credits on behalf of The City of Porterville.

The team at FuSE possesses extensive expertise in navigating the intricacies of transacting Low Carbon Fuel Standard (LCFS) credits, underscored by a proven track record of successfully navigating the regulatory landscape. This includes a wealth of experience ensuring compliance and maximizing benefits for our clients. FuSE's unique proficiency and integrated software are strategically positioned to meet the specific needs of the city.

Additionally, relevant company registration numbers are below:

Full Legal Name: Energy Mission Control, Inc.

DBA: FuSE Carbon Technologies, FuSE

Federal EIN: 84-3733635

DUNS Number: 118548768

DGS Certification SB(Micro) ID: 2022986

Address: 801 K Street, Suite 2700, Sacramento, CA 95814

FuSE sincerely appreciates the opportunity to participate in this proposal process and holds the belief that our strengths and commitment to excellence align seamlessly with the goals of The City of Porterville.

Thank you for considering our proposal.

Sincerely,



Miguel Delgadillo

General Manager, FuSE

Email: miguel@usefuse.com

Phone: 916-695-5868



Qualifications

FuSE is a Sacramento-headquartered Software company that facilitates unparalleled access to California's Low Carbon Fuel Standard (LCFS), Oregon's Clean Fuels Program (CFP), British Columbia's Low Carbon Fuel Standard (BC-LCFS), Washington's Clean Fuel Standard (CFS) and the national Canadian Clean Fuel Regulations (CAN-CFR). FuSE also handles Renewable Energy Certificate (REC) procurement for all its clients. Offering the most robust technological software solution, the lowest market-share commission in the industry, revenue-grade metering installations when required, zero-emission electricity procurement, a large customer success team, commitment-free contracting, and a decades-long history in clean transportation technologies and associated public funding, FuSE is one of the largest clean fuel credit aggregators in North America, while also managing all administrative components of participation for over 400 companies and municipalities at more than 1,000 facilities along the West Coast and Canada encompassing tens of thousands pieces of equipment. FuSE is a mission-driven organization with the core belief that clean transportation should be accessible and affordable to all.

Electrification Expertise:

FuSE takes a proactive approach to educate and facilitate our clients on electrification. Our comprehensive insights cover various aspects, including participation requirements, technology types and their applicability, EER-Adjusted Tier 2 Pathway submissions, transaction types and timing, incremental Smart-Charging crediting, FCI pathway submissions for DC fast chargers, HRI crediting, and more. With our team's extensive knowledge in these areas, we provide valuable guidance and support to our clients. FuSE reports and monetizes credits from qualifying assets not only in California, but also in Oregon, Washington State, British Columbia, and all of Canada. Those assets under management include fixed guideway systems, DC fast charging infrastructure, L2 charging infrastructure, electric rail car movers, electric yard trucks, and off-road electric vehicles.

Commitment to Education and Collaboration:

FuSE actively engages in informative webinars conducted in partnership with CALSTART, focusing on the electrification provisions of LCFS, and is the preferred LCFS vendor for the EnerGIIZE program. These webinars offer valuable insights to participants and demonstrate our commitment to education and collaboration. FuSE is also a member of the DOE's Clean Cities Coalition and Latinos in Transit where we inform fleets on the regulation and ongoing updates. Additionally, as a voting member of the Low Carbon Fuel Coalition, FuSE contributes to advancing clean fuel programs. We also hold a senior advisor role to Drive Clean (driveclean.us), advocating for Low Carbon Fuel Standard programs across the United States. By actively participating in these initiatives, FuSE is at the forefront of shaping the future of clean and sustainable transportation.

Expertise and Growth:

Founded in 2019, FuSE has experienced significant growth. Our expertise in LCFS credit management has allowed us to successfully serve more than 400 public and private organizations for their reporting needs. With a dedicated team of professionals focused solely on Clean Fuel Programs, FuSE has established a strong presence in the industry, reporting for nearly all asset types that qualify within the electrification provisions and adding new asset types through EER-adjusted Tier 2 pathways. FuSE originates and monetizes tens of thousands of LCFS credits quarterly.

Strategic Presence and Collaborative Network:

Intentionally headquartered in the seat of government in Sacramento, CA, with an additional office in Vancouver, BC, FuSE is strategically positioned to service a wide range of clients across all active clean fuel program geographies. Our client partners include cities, counties, transit agencies, community choice aggregators (CCAs), retailers, logistics firms, ports, port tenants, manufacturing companies, and the food and agricultural sector. In addition to our talented in-house team, FuSE collaborates with a diverse network of external advisors, including electrical contractors, engineers, lawyers, policy experts, and industry subject matter experts. This collective expertise enhances our ability to provide comprehensive solutions and insights to our clients.

Customer Satisfaction:

FuSE has an impeccable track record, having maintained 100% client retention and consistently met LCFS reporting and monetization requirements for all FuSE fleets under management. This record is a testament to our technical expertise, unwavering attention to detail, and unparalleled customer service.

Technological Advantage & Commitment to Transparency:

FuSE has developed a state-of-the-art, cloud-based SaaS tool tailored for the efficient management of clean fuel program participation, including California's Low Carbon Fuel Standard. As a comprehensive information hub, FuSE offers real-time updates on fleet and facility operations, detailed financial transaction records, and accessible financial reports, positioning itself as the industry's leading software platform for clean fuel programs.

The tool significantly enhances transparency in program mechanics, providing a user-friendly interface that streamlines the participation process in various clean fuel programs. It facilitates seamless communication and data management, boosting operational efficiency. Stakeholders gain easy access to essential information and can perform tasks with greater precision, including updates on fleet operations, incentive payments, and comprehensive energy consumption reports. FuSE's innovative features empower clients to confidently navigate clean fuel programs, driving optimal outcomes and supporting sustainable practices.

FuSE stands out with its extensive capabilities, including real-time operational updates, comprehensive financial records, and easily downloadable reports. The platform not only fosters clear communication between credit aggregators and generators but also simplifies participation in programs like California's Low Carbon Fuel Standard. Its intuitive dashboard offers in-depth insights into Fuel Supply Equipment and energy consumption, enabling stakeholders to monitor and analyze data efficiently.

For The City of Porterville, FuSE ensures secure access to vital information. While FuSE will provide an auditable paper trail via email, all relevant documents will also be available for download through FuSE. This dual approach guarantees comprehensive documentation and ease of access.

Moreover, FuSE harnesses technology to streamline client reporting, reducing redundancy and maximizing efficiency. This technological edge allows for cost-effective service delivery while enhancing operational effectiveness. The City of Porterville leveraging FuSE, will experience a more transparent and efficient reporting process, improved data accessibility, and increased operational efficiency, aligning with the goals of modern, sustainable fuel management.

FuSE brings extensive expertise to The City of Porterville project, having successfully collaborated with various ports, port tenants, public transit agencies, municipalities, counties, airports, and state agencies. Notable among its clients are Sound Transit, The City of Culver City, the Department of General Services for California, Ava Community Energy, Sonoma Clean Power, Staples, SaveMart, Winco, Kaiser Permanente, Dole, Blue Diamond Growers, and more. FuSE is a trusted partner for LCFS management for air-, land-, and sea ports, as seen in its collaborations with Ontario Airport, Port of Stockton, Port of West Sacramento, Port of Morrow, and others. Working with industry stakeholders and OEMs such as Volvo, Wiggins Lift, and Freewire Technologies, FuSE not only manages LCFS portfolios but also procures Environmental Attributes like renewable energy certificates (REC's) to enhance credit value when necessary.

FuSE's extensive capabilities in aggregating and transacting LCFS credits for numerous fleets are complemented by its wide array of data acquisition experience on behalf of fleets when needed. Notably, FuSE possesses experience in diverse charging infrastructure, fleet telematic systems, and cloud-based charge management systems. This expertise has enabled FuSE to extract comprehensive and valuable data from cloud-based systems associated with various Electric Vehicle Supply Equipment (EVSE) Original Equipment Manufacturers (OEMs), including prominent names such as Clipper Creek, Tesla, Tritium, ChargePoint, ViriCiti, OrangeEV/EMMS, ABB, and others.

Moreover, FuSE has actively participated in on-road and off-road zero-emission OEM deployments, collaborating with industry leaders such as DINA, TransPower/Meritor, OrangeEV, Taylor/BYD, ABB, among others. In instances where fleet assets lack real-time kWh data availability, FuSE dedicated submetering division steps in to facilitate data collection. This expertise has been successfully applied in managing numerous metering installations, including at the two largest refrigerated container terminals in California and Washington.

Relevant Related Projects:

Port of Stockton: FuSE is helping facilitate portions of the "START PHASE 1" Zero- and Near-Zero Emission Freight Facilities (ZANZEFF) project, one of the largest grant-funded zero-emission vehicle deployments in the world, funding over 100 units of on-road Class 8 trucks, 8k and 36k-lb capacity forklifts, yard trucks, top-handlers, railcar movers, and two container vessels across three major California Ports. Requiring extremely close collaboration with major consultancies, grant writing firms, OEMs, local workforce groups, the Ports of Stockton, Long Beach, and Oakland, and a host of other major stakeholders, FuSE continues to play a pivotal role in identifying and capitalizing on clean fuel program revenue supporting buy-down of operational cost.

Alaska Marine Lines - Lynden: Alaska Marine Lines (AML), a Lynden subsidiary, is a marine transportation company providing barge service between Seattle and locations in Alaska and Hawaii. With over 5,000 refrigerated (reefer) shipping containers passing through the port of Seattle, AML needed a metering solution to monitor these containers. FuSE has installed over half of the about 20 needed meters in Seattle so that Alaska Marine Lines can benefit from Washington State's Clean Fuel Standard (CFS) which remits payments to AML when their refrigerated shipping containers are charged.

Golden Empire Bus: FuSE tracks the energy consumption of public L2 charging stations operated by GET Bus. The scope of this project is expected to also include HRI (Hydrogen Refueling Infrastructure) credits, another provision within the LCFS that allows crediting from the capacity of hydrogen available at the site.

Dole Fresh Fruit Company: Based out of the Port of San Diego, Dole needed a facility-wide metering solution to isolate the energy consumption feeding their 800+ containerized eTRUs from the rest of their on-site operations. The project also included additional sub-metering for two BYD yard trucks that were not previously cloud-connected or capable of energy consumption tracking. This project involved stakeholders from SDG&E, Dole Fresh Fruit Company, Momentum, and local electrical contractors. With several weeks of planning, the execution of the metering plan spanned approximately three days. The end result is a successful metering installation of one of the largest eTRU deployments in North America for purposes of LCFS crediting.

Sound Transit: The Central Puget Sound Regional Transit Authority is the largest fixed guideway transit system project in the country. FuSE was selected as the vendor of choice to initiate the agency into Washington's then new Clean Fuel Standard which includes a major metering project for 16 Transpower substations plus their on-road battery electric buses and fleet vehicles. In time, the project is planned to include eight transit lines over three utility jurisdictions, plus existing bus lines and light duty electrification. FuSE has engaged with utility partners to secure documentation pertinent to Power Purchase Agreements (PPA) as a means to verify zero emissions power for the entire project.

The City of Culver City: The original focus of the LCFS project was on Culver City's deployment of battery electric buses (BEB)s. After analyzing the total fleet in use by Culver City, FuSE found additional qualifying equipment including light-duty EV charging stations, public EV charging stations, and electric material handling equipment such as pallet jacks and forklifts, increasing the total energy consumption and revenue for Culver City. With Culver City, FuSE was able to track the energy consumption remotely by integrating it into their existing charge management software (CMS). FuSE reports the energy consumption data to CARB, transacts credits on the open market, and remits payments every quarter to Culver City.

Ventura County: FuSE tracks the energy consumption of electrified fleet vehicles and public charging stations operated by the County of Ventura. FuSE then submits all required reports to the CARB, transacts credits, and remits payment every quarter to the County.

Department of General Services: FuSE currently acts as the broker of record for the Department of General Services Parking Divisions, facilitating transactions with regulated entities in the CA LCFS program.



Project Staffing

The availability of key personnel throughout the project is of utmost importance to FuSE. We commit to ensuring that the designated key personnel identified for this project will be made available as proposed for the entire duration of the engagement.

While FuSE has a wide range of experienced employees who will support The City of Porterville in its ongoing credit strategy, reporting, and credit aggregation, Elaine and Miguel will be the primary points of contact and assigned Program Managers for The City of Porterville, with Elaine assigned the Compliance Lead, and Miguel assigned the Liaison Lead, as described below.

As the Compliance Lead, Elaine will manage the energy consumption data and ongoing reporting through the state's LRT online portal and maintain frequent communication with agency staff and managers to ensure accuracy and reporting success. She will also lead in procuring environmental attributes to increase credit value. Elaine will manage interactions with credit purchasers to ensure the maximization of credit revenue. Elaine will work with The City of Porterville to leverage the best possible sales strategies and timing, giving The City of Porterville full authority in approving or rejecting said strategies. She will lead all communication with the California Air Resources Board. Jason Middleton will assist Elaine in all ongoing reporting requirements and data analysis.

As Liaison Lead, Miguel Delgadillo will meet quarterly or as needed with the relevant City of Porterville stakeholders to provide updates on LCFS market conditions, present monthly output reports, estimate revenue, and address any changes made to eligible reporting equipment by The City of Porterville

Contact information:

Miguel Delgadillo
Miguel@usefuse.com
916-695-5868
801 K Street, Suite 2700, Sacramento, CA 95814

FuSE recognizes the importance of staff responsiveness and proactive assistance to clients for smooth and efficient project execution. Our key personnel are committed to being highly available and responding promptly to all correspondence from The City of Porterville by email or phone, typically within one business day or sooner. This commitment aims to prevent potential delays and issues, ensuring that projects are completed on time and to the highest quality standards. Upon contract award, FuSE will work with The City of Porterville to schedule meetings to provide market and project updates, as well as address any questions or concerns that may arise. This ongoing support and guidance will help The City of Porterville achieve its goals and objectives.

Organization

Todd Trauman, CEO

Todd founded FuSE in 2018 with the belief that a blend of software and expertise in zero-emission fleet deployment and regulatory policy can maximize values within clean fuel programs for fleets. Todd is a mechanical engineer with nearly a decade of combustion and zero-emission engine, vehicle, and equipment emissions certification, management, and deployment experience. Throughout his career, Todd has worked with a wide variety of manufacturers on a global level to develop regulatory guidance and management plans with a specific focus on clean energy technologies, alternative fuels, greenhouse gas emission reduction programs, onboard diagnostics systems, and state and federal emission certification requirements. Prior to founding FuSE, Todd was the senior lead in deploying the ZANZEFF Sustainable Terminals Accelerating Regional Transformation (START) Phase 1 Project, a \$102 million zero-emission vehicle deployment project including Class 8 vehicles, ocean-going vessels, cargo-handling equipment, rail transit, cranes, and tugboats. This project, one of many in Todd's experience, was done in collaboration with major participants including OEMs (DINA, Taylor, ZPMC, Peterbilt, Wiggins, and Nordco) and shipyards (Nichols Brothers Boat Builders and General Dynamics NASSCO), technology vendors (TransPower, BYD, Cavotec, Thor, and Shuttlewagon), universities (University of California, Riverside's College of Engineering Center for Environmental Research and Technology), community colleges (Long Beach City College, Peralta Community Colleges, and Delta Community Colleges), school districts (Long Beach Unified School District, Oakland Unified School District, and Stockton Unified School District), and consultants (Tetra Tech, Gladstein Neandross & Associates, and Grant Farm). Todd now manages the day-to-day operations of FuSE.

Education: California Polytechnic State University-San Luis Obispo - B.S. Mechanical Engineering; Technical Writing

Elaine O'Byrne, Director of Operations

As Director of Operations, Elaine O'Byrne leads a dedicated team responsible for partner success strategy, data validation and analytics, database management, and compliance reporting. Working on behalf of the hundreds of diverse fleets in FuSE's portfolio, she also conducts outreach and advocacy to regulatory agencies across the West Coast, and frequently represents FuSE in rulemaking proceedings. Throughout her tenure, Elaine has focused on building a culture of operational and service excellence, resulting in 100% client retention, as well as numerous examples of increased program adoption by existing clients. She plays a key role in software product development, advising on features needed to meet the future demands of FuSE's growing team and customer base. Drawing upon her prior experience in strategic advisory at workforce management leader, Magnit Global, she approaches her role with an eye towards building scalable and efficient processes that will set FuSEI up for success as it continues to expand into new markets and programs.

Education: UC Davis - B.A. Economics and German

Miguel Delgadillo - General Manager

Overseeing all FuSE collaborations within the public sector, Miguel leads a team of strategic account managers and policy experts and is responsible for managing FuSEs relationships with OEMs and other electrification stakeholders within the company's technology ecosystem. Miguel will serve as the point of contact for all communications with relevant stakeholders at the County of Ventura. Before joining FuSE, Miguel worked with various public agencies, including Sacramento International and Executive Airports, CalTrans, the City of Sacramento, the San Francisco Port Commission, and international agencies in Thailand and India on critical roadway & airport runway infrastructure projects. Education: American River College - A.S. Geography

James Campbell - Metering Technical Lead

James is responsible for the implementation of FuSE's proprietary metering hardware and cloud-based data software systems for the purpose of reporting under clean fuel programs. Given the constantly evolving nature of data reporting systems in the zero-emission vehicle industry, it is essential to ensure data accuracy and find ways to collect data when it is not readily available. To meet this need, James has established a network of electrical contractors spanning from San Diego to Vancouver and has successfully managed the installation of numerous metering projects covering all equipment types within clean fuel programs. The data collected through these projects can be accessed through FuSE's SaaS platform.

Education: Sacramento State University - B.S. Geographic Information System and Analysis

Conner Whaley - Strategic Partnerships Manager

As FuSE manager of relationships with original equipment manufacturers (OEMs), EVSE manufacturers, service providers, technology platforms, and other key partners, Conner is responsible for connecting relevant stakeholders to the company's partner ecosystem in order to facilitate their transition to electrification. He also manages the EER-adjusted Tier 2 Pathway certification process for new technologies and products for OEMs, ensuring that FuSE remains at the forefront of the industry by offering innovative and high-quality products to its clients. Conner is a highly skilled and technology-focused professional with over five years of experience in business, engineering project management, procurement, and data analysis, including working with international teams to promote the adoption of sustainable transportation through public and private funding opportunities.

Education: Santa Clara University - B.A. Marketing

Scott Pitts - Chief Product Officer

Scott applies decades of software product experience to oversee the development of the FuSE reporting platform. His background in financial products and services allows him to effectively manage the development team, create roadmaps for future FuSE products, and collaborate with the sales team to ensure our fleet's needs are addressed via services enabled within the FuSE platform. Prior to FuSE Scott was CEO and CPO of multiple fintech and services startups as well as Managing Partner of Socket Capital, where he provides cash flow support and consulting for technology and media clients. Education: University of North Carolina, BA, Economics & History University of North Carolina, JD, Business Law

Jason Middleton - Operations Associate

As a member of FuSE Operations Team, Jason joined the company in 2022 and plays a key role in supporting day-to-day portfolio management activities and wider client success initiatives. His responsibilities include validating and troubleshooting client fleet information, ensuring that quarterly registrations and data reporting adhere to regulatory deadlines, and providing ad hoc analysis to internal and external stakeholders. Jason is an integral member of the Operations Team, working to ensure that all client needs are met in a timely and efficient manner.

Education: Grand Canyon University - B.A. Business Administration and Management

Terry Carlone - General Council

Terry assures that FuSE is legally compliant within the clean fuel marketplaces and aids FuSE's Operations Department in transacting credits to regulated parties. Terry also drafts and reviews contracts and has over 30 years of legal experience within energy regulation. Terry is a founder and shareholder of Capital Law Group. He is a member of the State Bar of California, District of Columbia Bar, and Hawaii State Bar Association. Terry also serves on the board of directors of the Golden Capital Network (Executive Committee, 1999-Present). He frequently lectures or serves as a panelist on investing in technology-based startups, capital formation, intellectual property creation and protection, technology transfer, licensing, strategic alliances, and other issues important to startup and emerging growth companies and the people who invest in them.

Education:

Northwestern University, B.A.

Georgetown University, J.D.

If FuSE were to receive this award, our team would commence with an inaugural kickoff meeting, either in-person or via video conference, as per the preference of The City of Porterville. The purpose of this meeting would be to introduce ourselves to relevant internal stakeholders and to discuss the next steps in gathering energy consumption data of The City of Porterville's chargers.

In the event that the Level-2 and DCFC EVSE are networked, FuSE would require a quarterly report of energy consumption from The City of Porterville. However, if granted read-only access to The City of Porterville's networked charging software, FuSE would be able to retrieve the necessary information without requiring quarterly communication with The City of Porterville.

If the chargers are not networked, FuSE has the capability to collaborate with The City of Porterville in installing meters at the site location. FuSE has a dedicated metering division and offers a comprehensive metering solution. To facilitate The City of Porterville's participation in the LCFS program, FuSE is willing to net all associated costs with the meter installation from future proceeds, upon prior agreement. Our goal is to ensure a seamless and hassle-free experience for The City of Porterville.

If required, FuSE has the capability to conduct a comprehensive on-site survey in order to obtain all essential registration information including but not limited to the longitude and latitude coordinates, as well as the serial numbers of the charging equipment. If The City of Porterville is able to readily access this information, FuSE can either provide a conventional intake form or alternatively, the relevant details can be uploaded onto FuSE's cloud-based software platform.

Once the initial data collection and registration process is resolved, FuSE will proceed to aggregate the credits accrued by The City of Porterville into its portfolio and undertake all necessary reporting and transactional activities pertaining to these credits. FuSE will remit payments to The City of Porterville on a 90-day cycle. Additionally, FuSE will make quarterly contact with The City of Porterville to furnish the organization with pertinent updates concerning LCFS rule changes relevant to electrification, changes in LCFS credit prices, and enquire on any alterations to The City of Porterville's EV operations that may impact its credit generation, such as the installation of new chargers. FuSE will handle all REC procurement associated with LCFS generation.

The City of Porterville will also be provided a FuSE login, which will house quarterly and annual reporting, energy consumption analysis, and financial reporting.

FuSE is a cloud-based secure tool developed with the explicit intent of managing fleet assets for clean fuel programs like California's Low Carbon Fuel Standard, Oregon's Clean Fuels Program, British Columbia's Low Carbon Fuel Standard, and Washington State's Clean Fuel Standard. It serves as the hub of information for regular fleet/FSE and facility operational updates, financial transaction details, downloadable financial reports, and much more. It is the most advanced LCFS, CFP, CFS software platform available today, offered free of charge to FuSE partners. This tool increases transparency between the credit aggregator and the credit generator and simplifies the process of participating in clean fuel programs such as California's Low Carbon Fuel Standard.

FuSE will:

- Oversee the entire process of developing, managing, and administering The City Of Porterville's Low Carbon Fuel Standard program.
- Accept all LCFS responsibilities as the first fuel reporting entity and credit generator.
- In addition, where needed, FuSE will also procure environmental attributes from renewable electricity projects, such as solar and wind, to enhance credit generation as a "credit multiplier."
- Identify all means of credit generation by taking an in-depth look at fleet assets including but not limited to fixed guideways/rail, DCFC and L2 charging infrastructure for on-road assets (Class 1-8), electric material handling equipment, refrigeration units, ground support equipment, and other assets. FuSE is also capable of managing any hydrogen fuel supplied to the fleet for purposes of credit generation, should that technology be of interest in the future.
- Provide The City of Porterville Access to FuSE's SaaS platform which will maximize transparency.
- Identify any data deficiencies or irregularities that must be remedied in order to satisfy LCFS reporting requirements.
- Provide technical and administrative support for further development, including but not limited to Tier 2 pathway certifications (if applicable).
- Keep The City of Porterville up-to-date on any new information pertinent to the program LCFS Regulation, and other emergent opportunities.
- Attend all California Air Resources Board workshops and rulemaking meetings, and formally report back any influential proposals made by the agency.
- Provide The City of Porterville with written quarterly reports and annualized reports.
- Manage credit sales and all necessary interactions with the California LCFS marketplace.
- Provide transparency to The City of Porterville regarding credit generation and sales data.
- Transfer credit sales revenue, minus commission, to the City of Porterville on a quarterly basis.
- Install meters where necessary to track energy consumption data (at no cost to The City of Porterville).
- Work within and be available during The City of Porterville's hours of operation.
- Meet all deadlines.

The City of Porterville will:

- Where FuSE cannot directly access energy consumption data, the county may need to provide fuel data and fleet information which will allow FuSE to facilitate effective LCFS reporting.
- Receive Quarterly Incentive Payments from LCFS credit transactions.

References

Amy Shatzkin - Sound Transit, Sustainability Director, (646) 295-3049

amy.shatzkin@soundtransit.org 401 S. Jackson St., Seattle WA 98104 - LCFS Credit Management

Allison Cohen – Culver City, Transportation Manager, (310) 253-6543

allison.Cohen@culvercity.org 9770 Culver Blvd. Culver City, CA 90232.- LCFS Credit Management

Jeff Wingfield - Port of Stockton, Deputy Port Director, (209) 649-4189

jwingfield@stocktonport.com 2201 West Washington Street, Stockton CA 95203 - LCFS Credit Management

Nate Lapides - UNFI, Climate Program Manager, (401) 528-8634 nlapides@unfi.com 14900

Meridian Pkwy, Riverside CA, 92508 - LCFS Credit Management

Price Proposal

FuSE proposes a 92%/8% revenue-sharing financial model with The City of Porterville.

FuSE operates using a netback model, in which an 8% fee for services is applied after credits are traded and monetized in the private market. This means that The City of Porterville will never need to pay any consulting or upfront service fees for FuSE's LCFS aggregation, SaaS services, or other services specified in the RFP. Payments remitted back to The City of Porterville can be anticipated quarterly. It is important to highlight that this fee is applied after REC procurement costs are recouped, not on the total value of the credit sale, saving the City of Porterville additional costs.



SIMPLIFYING LOW CARBON FUEL STANDARDS GLOBALLY



THANK YOU

FuSE is a software-as-a-service (SaaS) company that designs, manages and executes electricity consumption data products and services for forward-thinking on- and off-road fleet operators.



www.usefuse.com



Sacramento, CA - Vancouver, BC



+1 833-937-6262



miguel@usefuse.com

ENVIRONMENTAL CREDIT PROGRAM MONETIZATION SERVICES AGREEMENT

Energy Mission Control Corporation dba FuSE Carbon Technologies (“FuSE”), a Delaware corporation, and the undersigned person or entity (“Partner”) agree, effective as of _____ (“Effective Date”), with a first data reporting date of the Third Quarter of 2024 (the “first reporting quarter”), as follows:

1. Appointment as Broker; Qualification as Credit Generator. Partner hereby engages FuSE to act as Partner’s non-exclusive broker with respect to credit generation, optimization, and monetization opportunities within environmental and clean energy regulatory schemes, including, but without limitation to, low-carbon fuel standard programs, renewable fuel standard programs, renewable portfolio standard programs, or other similar programs, irrespective of the jurisdiction or territory in which the program is active, as agreed to by Partner and FuSE (collectively the “Services”). This Agreement serves as qualifying documentation that FuSE will serve as the credit generator (fuel reporting entity and/or project operator) in the aforementioned programs.

2. Services. The Services will be performed in a workmanlike and professional manner by employees or contractors of FuSE having a level of skill commensurate with the requirements of this Agreement. FuSE will require its employees and contractors at all times to observe the security and safety policies provided by Partner.

3. Independent Contractors. The parties are independent contractors to one another, and nothing herein will be deemed to create an agency, partnership, or joint venture between the parties. Nothing in this Agreement will be interpreted or construed as establishing the relationship of employer and employee between Partner and either FuSE or any employee or agent of FuSE. FuSE bears sole responsibility for payment of compensation to its personnel.

4. Fee. FuSE will retain a commission equal to _____ (____%) of all Credits generated by Partner, or from Partner-related products or facilities, as a result of Services performed by or on behalf of FuSE during the term of this Agreement. “Credits” mean the units of measure used for determining a regulated entity’s compliance with the average carbon intensity requirements in the programs mentioned in Section 1. Credits are denominated in units of metric tons of carbon dioxide equivalent (CO₂e) and are calculated pursuant to the California Code of Regulations Title 17 Sections 95486, Oregon Administrative Rules Chapter 340-253-1020, Washington Administrative Code Chapter 173-424, British Columbia Greenhouse Gas Reduction Act Chapter 16 Part 3. FuSE may cover and recoup any registration fees charged by government agencies for participation in aforementioned programs.

5. Confidential Information. Each party may share its proprietary and confidential information (“Confidential Information”) with the other party and the receiving party will not use the Confidential Information of the disclosing party in any way except to perform under this Agreement and will not disclose the Confidential Information to (i) any unauthorized third party, or (ii) any employees or agents except those employees or agents who have a need to know such information in order to carry out the business purpose of this Agreement (“Representatives”) so long as the receiving party first informs them of the confidential nature of the information and their obligations hereunder. The receiving party and its Representatives will take all reasonable measures to maintain the confidentiality of the Confidential Information. The receiving party will return all copies of Confidential Information to the disclosing party immediately upon request by the disclosing party. Confidential Information will not include information that the receiving party can document: (a) is publicly available or becomes publicly available through no act or omission of the receiving party, (b) is or has been disclosed to such party by a third party who is not under an obligation of confidentiality with respect thereto, (c) is or has been independently developed by such party without use or reference to the other party’s Confidential Information, or (d) must be used or disclosed under court order or applicable law, provided such use or disclosure is to the minimum extent required by such court order or applicable law.

6. Ownership Rights. Except for any Underlying FuSE Technology (defined below), FuSE hereby assigns to Partner all rights, title and interest in and to work generated by FuSE as part of the Services (“Deliverables”), including all intellectual property rights thereto. “Underlying FuSE Technology” means (a) FuSE technology and intellectual property existing at the Effective Date or otherwise arising outside of work under this Agreement, (b) any derivatives, improvements, enhancements or extensions of the foregoing that are not uniquely applicable to Partner’s technology, and (c) any intellectual property rights anywhere in the world relating to any of the foregoing. Subject to the terms and conditions of this Agreement, if any Underlying FuSE Technology is incorporated into the Deliverables, FuSE grants to Partner a non-exclusive, royalty-free, irrevocable, worldwide license, transferable and sublicensable only to Partner and its affiliates to use the Underlying FuSE Technology and to make derivative works of the same, solely as part of and in order to use the Deliverables as contemplated in this Agreement for Partner and its affiliates’ internal business purposes only.

7. Analyses. FuSE may incorporate into its knowledge base and use without further compensation of any kind, any evaluations, data, feedback and analyses in whatever media learned or developed as a result of the Services provided pursuant to this Agreement; provided, FuSE does not violate its obligation to maintain the confidentiality of all Partner Confidential Information.

8. Term; Termination. The term of this Agreement commences on the Effective Date set forth above and continues until terminated by either party upon 90 days prior written notice. This Agreement may be terminated by either party for cause if the other party breaches any provision and fails to cure the breach within 30-days after receipt of written notice from the non-breaching party. The following provisions of this agreement will survive termination: Sections 5, 6, 8, 9, 10, 11.

9. Indemnity. Each party (the “Indemnifying Party”) agrees to defend, indemnify and hold harmless the other party and its affiliates, officers, employees, agents, and permitted successors and assigns (the “Indemnified Parties”) against any and all third party claims, suits, and proceedings, including any losses, damages, liabilities, penalties, expenses, reasonable legal fees, and costs of any kind incurred in connection with such claims, suits or proceedings (“Loss”) to the extent that such Loss arises out of or results from the gross negligence or willful misconduct by the Indemnifying Party or its affiliates, officers, employees or agents.

10. Limitation of Liability. UNDER NO CIRCUMSTANCES WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTY, UNDER ANY CONTRACT, TORT OR OTHER LEGAL OR EQUITABLE THEORY, FOR ANY INCIDENTAL, INDIRECT, CONSEQUENTIAL, PUNITIVE OR SPECIAL DAMAGES OR LOST PROFITS. IN NO EVENT WILL EMCC BE LIABLE (I) FOR LOSS OF DATA OR RECORDS OF PARTNER, IT BEING UNDERSTOOD THAT PARTNER WILL BE RESPONSIBLE FOR ENSURING PROPER AND ADEQUATE BACK-UP AND STORAGE PROCEDURES, OR (II) FOR DAMAGES IN EXCESS OF THE AMOUNT OF FEES PAID BY PARTNER TO EMCC IN THE 12 MONTH PERIOD IMMEDIATELY PRECEDING THE CLAIM.

11. Miscellaneous. This Agreement will be governed by the laws of the State of Delaware, without reference to conflict of law principles. All disputes arising out of or related to it, will be subject to the exclusive jurisdiction of the state and federal courts located in Sacramento County, California, and the parties agree and submit to the personal and exclusive jurisdiction and venue of these courts. Partner will not assign this Agreement, directly or indirectly, by operation of law or otherwise, without the prior written consent of FuSE. This is the entire agreement between the parties relating to FuSE’s provision of the Services. No waiver or modification of this Agreement will be valid unless contained in a writing signed by each party. Partner acknowledges that a breach of this Agreement by Partner may cause irreparable harm to FuSE and that a remedy at law would be inadequate. Therefore, in addition to any remedies available at law, FuSE will be entitled to seek an injunction or other equitable remedies for any breach of this Agreement by Partner.

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement by their duly authorized representatives as of the Effective Date.

FuSE:

PARTNER: CITY OF PORTERVILLE

By: _____

By: _____

Print Name: Todd Trauman

Print Name: Martha A. Flores

Title: CEO

Title: MAYOR

Exhibit A – Partner and Facility Information

Legal Name of Partner: CITY OF PORTERVILLE

Partner FEIN:

Facility 1 Address: 555 N. Prospect St., Porterville, CA 93257

Facility 2 Address: 61 W. Oak Ave, Porterville, CA 93257

Facility 3 Address: 15 E. Thurman Ave, Porterville, CA 93257

Facility 4 Address:

Facility 5 Address:



CITY COUNCIL AGENDA – OCTOBER 15, 2024

SUBJECT: Intent to Schedule a Public Hearing to Consider Main Street Banner Application Fee

SOURCE: Parks and Leisure Services

COMMENT: The City of Porterville plans to utilize the banner poles on Main Street, donated by the Porterville Exchange Club, at the corner of Main Street and Cleveland Avenue to advertise events and/or programs that are held in Porterville. The City may, at its discretion, issue a banner permit to an individual or entity, granting permission to temporarily occupy the designated banner location for the purpose of providing notice to residents and visitors about City-sponsored or City-funded special events open to the public, and that are limited to non-commercial, non-political and of a non-religious nature. Banners on City property/poles must be approved, scheduled and coordinated by the City.

On August 20, 2024, City Council approved a policy on the Exhibition of Federal, State, and City Flags, and Banners from City Buildings and Facilities - All Occasions. Some of the items included in Section C-Street Flags and Banners are: applicants must submit a completed banner permit application at least (90) ninety days prior to the requested installation date; a completed banner design must be submitted at the time of application; banners cannot be hung more than (14) fourteen days prior to the event; and once the banner permit is approved the applicant must arrange for the production of the banner designed to the required specifications.

Consistent with other various City permit applications, it is recommended a permit application fee of \$20 be implemented and paid at the time of the application submittal. One other element of the application process is that the applicant must designate a licensed contractor to install and remove the banner following guidelines provided by the City, or remit payment for those services to be provided by the City. In order to cover the cost of two full-time City employees to provide installation and removal services using a bucket truck, it is recommended that a fee of \$300 be established. The Parks and Leisure Services Commission, at its meeting on October 3, 2024, voted unanimously to recommend the application permit fee of \$20, and the banner installation/removal services of \$300.

RECOMMENDATION: That the City Council schedule a Public Hearing for November 5, 2024, to allow for public comment and to consider the Main Street banner application fee.

ATTACHMENTS: 1. Draft Street Banner Guidelines/Application

Appropriated/Funded:

Review By:

Department Director:
Donnie Moore, Parks and Leisure Services Director

Final Approver: Patrice Hildreth, City Manager

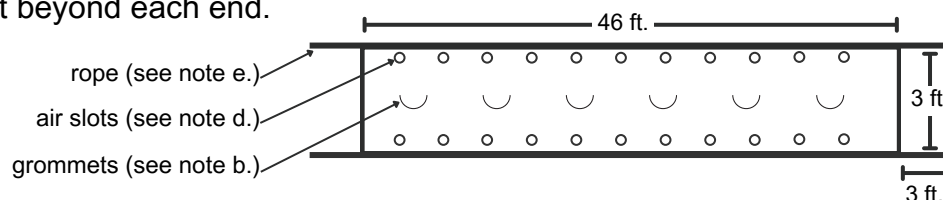


STREET BANNER Guidelines and Application

GUIDELINES

The City of Porterville utilizes the banner poles on Main Street to advertise events and/or programs that are held in Porterville. The City may, at its discretion, issue a banner permit to an individual or entity, granting permission to temporarily occupy the designated banner location for the purpose of providing notice to residents and visitors about City-sponsored or City-funded special events open to the public, and that are limited to non-commercial, non-political and of a non-religious nature. Banners on City property/poles must be approved, scheduled, and coordinated by the City. The banner permit process follows the City's Street Banners Policy with the following guidelines:

- Applicants must submit a completed banner permit application to the Parks and Leisure Services Department at least 90 days prior to the requested installation date and remit payment of the banner permit application fee (\$20). Applications received less than 90 days prior to the requested installation date are subject to the City's ability to facilitate the request. Applicants may apply for banner locations up to 6 months prior to their installation date.
- A completed banner design (including text and graphics) must be submitted to Parks and Leisure Services at the time of application.
- Banners promoting specific events cannot be hung more than 14 days prior to the start of the event and must be removed within five days after the completion of the event.
- Applicant must designate a licensed contractor to install and remove the banner following guidelines provided by the City or remit payment for those services to be provided by the City (\$300).
- Once the banner permit is approved, the applicant must arrange for the production of the banner designed to the specifications below. If the banner is not constructed correctly, it will not be installed.
 - a. Material must be durable cloth, canvas or vinyl and it is recommended that the final banner be double-sided.
 - b. Banners should have reinforced grommets on the top and the bottom for attachment points. The grommets should be spaced at approximately 4 feet intervals.
 - c. Banners should be 3 feet wide and 46 feet in length.
 - d. Air slots will be spaced approximately 5 feet apart, located at the centerline of banner.
 - e. A 1/4-inch synthetic rope shall be sewn in the top and bottom of the banner, extending approximately 3 feet beyond each end.





Parks & Leisure
Services

STREET BANNER Guidelines and Application

APPLICATION

APPLICANT NAME

GROUP/ ORGANIZATION

MAILING ADDRESS

PHONE NUMBER

EMAIL ADDRESS

BANNER DISPLAY PERIOD

EVENT/ PROGRAM DESCRIPTION

BANNER ARTWORK

A completed banner design (including text and graphics) must be submitted.

☐

Artwork is attached to this application

☐

Artwork will be submitted electronically
to parks_leisure@ci.porterville.ca.us

**BANNER
PERMIT FEE:
\$20**

Paid to City of Porterville

INSTALLATION

☐

Banner will be installed by a licensed contractor.

Contractor Name: _____

☐

Banner will be installed by the City of Porterville.
(\$300 installation fee)

AGREEMENT

Signature: _____

Date: _____

I have read and understand the terms of the agreement for displaying banners. The organization agrees to indemnify, defend and hold harmless the City of Porterville, its officers, employees and agents from any claim of liability or responsibility for any accident, loss or damage to persons or property arising out of or resulting from the installation or display of banners.

(559) 791-7695

15 E. Thurman Ave., Suite A, Porterville, CA 93257



CITY COUNCIL AGENDA – OCTOBER 15, 2024

SUBJECT: A Resolution Approving the Application for the Zero-Emission Landscaping Equipment Grant Program through the San Joaquin Valley Air Pollution Control District

SOURCE: Parks and Leisure Services

COMMENT: The San Joaquin Valley Air Pollution Control District is a public health agency whose mission is to improve the health and quality of life for all Valley residents through efficient, effective and entrepreneurial air quality management strategies. The Zero-Emission Landscaping Equipment Program provides incentives for San Joaquin Valley landscapers, public agencies, and businesses that perform their own landscape maintenance, to replace their old gas-powered landscape equipment with new electric options. Eligible entities must, for the past two years prior to submitting an application, currently, have owned and operated gas or diesel-powered professional landscape maintenance equipment in daily operations within the geographic area of the San Joaquin Valley Air Basin. Some of the eligible equipment types include: string trimmers, edgers, chainsaws, blowers, and mowers.

There is currently gas and diesel-powered equipment at the end of its useful life in need of replacement in the Parks Division inventory. With the goal of reducing the cost to the City's budget, upon Council approval, the Parks Division intends to submit a grant application which, if awarded, would exchange current gas-powered equipment with battery-powered equipment. The Parks Department intends to apply for vouchers for the following equipment: (5) five backpack blowers, (6) six string trimmers, (3) three saw kits, (1) one hedge trimmer, and (2) two mowers. The expected savings to the Parks budget to replace this equipment is approximately \$44,000.

RECOMMENDATION: That the City Council adopt a Resolution approving the application for the Zero-Emission Landscaping Equipment Grant Program through the San Joaquin Valley Air Pollution Control District.

ATTACHMENTS: 1. Draft Resolution

Appropriated/Funded:

Review By:

Department Director:
Donnie Moore, Parks and Leisure Services Director

Final Approver: Patrice Hildreth, City Manager

RESOLUTION NO. ____-2024

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE
APPROVING THE APPLICATION FOR THE SAN JOAQUIN VALLEY AIR POLLUTION
CONTROL DISTRICT ZERO-EMISSION LANDSCAPING EQUIPMENT VOUCHER
PROGRAM

WHEREAS, the Zero-Emission Landscaping Equipment Voucher Program, through the San Joaquin Valley Air Pollution Control District, provides incentives for San Joaquin Valley landscapers, public agencies, and businesses that perform their own landscape maintenance, to replace their old gas-powered landscape maintenance equipment with new electric options; and

WHEREAS, the District believes the projects funded through this program can secure long-term air quality benefits as the funding will be used to introduce innovative clean-air technology and strategies on the local level; and

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Porterville hereby:

1. Authorizes the City of Porterville to enter into a contract with the San Joaquin Valley Air Pollution Control District's Zero-Emission Landscaping Equipment Voucher Program.
2. Appoints the Parks and Leisure Services Director as the authorized agent of the application to sign required assurances and execute and submit all documents, including, but not limited to, applications, contracts, amendments, payment requests, and compliance with all applicable current state and federal laws which may be necessary for the completion of the aforementioned program.

PASSED, APPROVED AND ADOPTED this 15th day of October, 2024.

Martha A. Flores, Mayor

ATTEST:

Patrice Hildreth, City Clerk

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



CITY COUNCIL AGENDA – OCTOBER 15, 2024

SUBJECT: Acceptance of Funding from the Department of Energy's Energy Efficiency and Conservation Block Grant (EECBG) Program for the Purchase of Three Zero-Emission Vehicles

SOURCE: Public Works

COMMENT: The Energy Efficiency and Conservation Block Grant (EECBG) Program, funded by the U.S. Department of Energy, aims to promote energy efficiency and reduce greenhouse gas emissions. The City of Porterville applied for and was awarded, \$121,930 under this program.

The City's approved project is to purchase three Tesla Model 3 electric vehicles, which aligns with Porterville's broader sustainability strategy to reduce greenhouse gas emissions and transition to cleaner transportation solutions. The City's fleet currently includes several electric and hybrid vehicles, and the addition of these Tesla Model 3 vehicles will further reduce reliance on fossil fuels, enhancing the City's commitment to environmental stewardship.

This project is an eligible activity under the EECBG guidelines for Category (7) Conservation of Transportation Energy, which includes improving energy efficiency through the purchase of electric vehicles and infrastructure to reduce transportation fuel consumption and emissions.

Project Cost Breakdown:

- 3 Tesla Model 3 Vehicles: \$153,156.08
- EECBG Grant: \$121,930.00
- IRS Elective Credit: \$22,500
- Local Match (Transportation Funds): \$8,726.08

As of January 1, 2024, the Tesla Model 3 is the only eligible vehicle in the \$55,000 MSRP category to qualify for the \$7,500 tax rebate from the IRS. The Inflation Reduction Act of 2022 allows local governments to receive certain clean energy tax credits directly through the elective pay provision, even if they do not owe federal taxes. This option, known as direct pay, will provide an additional \$22,500 for this project.

These vehicles will replace existing pool cars that have met their useful life and expand the City's pool car fleet. The addition of these electric vehicles will serve multiple departments in various City operations, enhancing transportation efficiency, reducing operational costs, and furthering the City's sustainability

efforts by minimizing reliance on fossil fuel vehicles.

In compliance with the EECBG guidelines, the City will adhere to the following reporting and compliance requirements:

- Annual Performance Report: The City will submit an annual performance report summarizing progress made in achieving the project goals.
- Financial Reporting (SF-425): The City will complete and submit financial reports outlining the expenditure of the grant funds.
- NEPA Compliance: The City will ensure that the project complies with National Environmental Policy Act (NEPA) guidelines and submit any necessary NEPA logs for review.
- Davis-Bacon Act Compliance: The City will ensure compliance with the Davis-Bacon Act, which requires contractors and subcontractors on federally funded projects to pay prevailing wages.

The acceptance of this funding and the purchase of three Tesla Model 3 vehicles will allow the City to advance its sustainability goals, reduce operating costs, and enhance its commitment to environmental responsibility. There will be no impact on the City's General Fund, as the project is fully supported by the EECBG award of \$121,930, \$22,500 in IRS Elective Pay Credits, and \$8,726.08 in Transit Local Transportation Funds.

RECOMMENDATION: That the City Council:

1. Accept funding from the Department of Energy's Energy Efficiency and Conservation Block Grant (EECBG) Program in the amount of \$121,930;
2. Authorize the Mayor, or designer, to execute all necessary documents related to the acceptance of the funding and the implementation of the approved project;
3. Authorize staff to prepare and submit Clean Energy Tax Credits in the amount of \$7,500 per vehicle;
4. Appropriate \$8,726.08 in Transit Local Transportation Funds (LTF) as local match funding; and
5. Approve the purchase of three Tesla Model 3 vehicles in the amount of \$153,156.08.

ATTACHMENTS:

1. EECBG Program Local Govt. Allocations
2. DOE Notification
3. IRS Elective Pay Credit
4. Tesla Model 3 Quote

Appropriated/Funded:

Review By:

Department Director:
Richard Tree, Director of Transportation

Final Approver: Patrice Hildreth, City Manager



#	State/Territory	Entity Name	Level of Government	Allocation
254	CA	Palm Desert	City	\$118,040
255	CA	Palm Springs	City	\$76,770
256	CA	Palmdale	City	\$197,390
257	CA	Palo Alto	City	\$141,790
258	CA	Paramount	City	\$114,940
259	CA	Pasadena	City	\$193,560
260	CA	Perris	City	\$134,320
261	CA	Petaluma	City	\$121,440
262	CA	Pico Rivera	City	\$120,010
263	CA	Pittsburg	City	\$128,250
264	CA	Placentia	City	\$112,350
265	CA	Pleasanton	City	\$140,450
266	CA	Pomona	City	\$188,070
267	CA	Porterville	City	\$121,930
268	CA	Poway	City	\$76,830
269	CA	Rancho Cordova	City	\$138,900
270	CA	Rancho Cucamonga	City	\$207,660
271	CA	Rancho Palos Verdes	City	\$76,370
272	CA	Rancho Santa Margarita	City	\$76,570
273	CA	Redding	City	\$149,160
274	CA	Redlands	City	\$133,300
275	CA	Redondo Beach	City	\$127,820
276	CA	Redwood City	City	\$142,550
277	CA	Rialto	City	\$151,580
278	CA	Richmond	City	\$160,550
279	CA	Riverside	City	\$325,070
280	CA	Rocklin	City	\$127,710
281	CA	Rohnert Park	City	\$76,440
282	CA	Rosemead	City	\$113,300
283	CA	Roseville	City	\$190,900
284	CA	Sacramento	City	\$493,300
285	CA	Salinas	City	\$195,530
286	CA	San Bernardino	City	\$249,590
287	CA	San Bruno	City	\$76,430
288	CA	San Buenaventura (Ventura)	City	\$161,680
289	CA	San Clemente	City	\$123,390
290	CA	San Diego	City	\$1,185,290
291	CA	San Francisco	City	\$796,610



Department of Energy EECBG Voucher Preapproval – Porterville

From EECBG Vouchers <EECBGvouchers@emailicf.com>

Date Thu 9/26/2024 9:38 AM

To Richard Tree <rtree@ci.porterville.ca.us>

 2 attachments (1 MB)

FARC 6.17.24.pdf; Post-Installation User Guide.pdf;

Caution! This message was sent from outside your organization.

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

Congratulations! The U.S. Department of Energy has approved your Energy Efficiency and Conservation Block Grant (EECBG) Program Equipment Rebate Voucher application. **This email serves as the official notice that you may now proceed with equipment purchase and installation.**

Next steps:

- Start your project! For information, please refer to the [EECBG Voucher Handbook](#) and the [EECBG Program website](#).
- Please review the attached Federal Assistance Reporting Checklist (FARC) for details on required reporting. (Note: The highlighted reports may or may not apply to your project.)
 - For more information, please see DOE's Equipment Voucher Reporting webinar [recording](#) and [slides](#).
- Per the Handbook: "Following application approval, eligible entities have up to two years to use their EECBG Program voucher funds with the option to request a no-cost extension."
- Once your entire project is complete and all costs paid, see the attached Post-Installation User Guide for instructions on requesting voucher reimbursement.

If you need additional assistance or have any questions, please get in touch with us at this email address (EECBGVouchers@icf.com) and reference your application number below:

Application Number: IA-0000001093

Thank you,

EECBG Rebate & Portal Administrator

ICF – Supporting DOE's Energy Efficiency and Conservation Block Grant (EECBG) Program

Email: EECBGVouchers@icf.com

Portal: <https://doerebates.my.site.com/eecbgvouchers>



State & Local Governments



What is elective pay?

Elective pay allows applicable entities, including tax-exempt and governmental entities that would otherwise be unable to claim certain credits because they do not owe federal income tax, to benefit from some clean energy tax credits. By choosing this election, the amount of the credit is treated as a payment of tax and any overpayment will result in a refund.

For example, because of the Inflation Reduction Act, a local government that makes a clean energy investment that qualifies for the investment tax credit can file an annual tax return with the IRS to claim elective pay for the full value of the investment tax credit, as long as it meets all of the requirements including a pre-filing registration requirement. As the local government would not owe other federal income tax, the IRS would then make a refund payment in the amount of the credit to the local government.

Are state and local governments eligible?

Yes. States, political subdivisions and their agencies and instrumentalities are all eligible for elective pay. This includes the District of Columbia. It also includes cities, counties and other political subdivisions. Water districts, school districts, economic development agencies, public universities and hospitals that are agencies and instrumentalities of states or political subdivisions are also included.

How do I make the elective payment election?

Eligible entities not normally required to file an annual tax return with the IRS should file Form 990-T along with any form required to claim the relevant tax credit.

However, there are steps leading up to this, such as a required pre-filing registration process. An EIN or TIN is required to complete the pre-filing registration process.

Electronic return filing is strongly encouraged.



What will I need to do to receive a payment?

- 1. Identify and pursue the qualifying project or activity:** You will need to know what applicable credit you intend to earn and use elective pay for.
- 2. Determine your tax year, if not already known:** Your tax year will determine the due date for your tax return.
- 3. Placed in service:** The applicable credit property must be placed in service BEFORE a registration number will be issued.
- 4. Complete pre-filing registration with the IRS:** This will include providing information about yourself, which applicable credits you intend to earn, and each eligible project/property that will contribute to the applicable credit and other information required. Upon completing this process, the IRS will provide you with a registration number for each applicable credit property. You will need to provide that registration number on your tax return as part of making the elective pay election.
 - Complete pre-filing registration in sufficient time to have a valid registration number at the time you file your tax return.
- 5. Satisfy all eligibility requirements for the tax credit and any applicable bonus credits, if applicable, for a given tax year:**
 - You will need the documentation necessary to properly substantiate any underlying tax credit, including if bonus amounts increased the credit.
- 6. File Form 990-T by the due date (or extended due date) and make a valid elective payment election.**

What tax credits can elective pay be used for?

See [Publication 5817g](#) for a list of tax credits that can be used for elective pay.

Resources

- › [Elective Pay and Transferability](#)
- › irs.gov/cleanenergy
- › [Publication 5884, IRA and CHIPS Pre-Filing Registration Tool User Guide](#)
- › [Publication 5902, Clean Energy Authorization Permission Management User Guide](#)



45500 Fremont Blvd
Fremont, CA 94538

Attn: Mac Dunmire
240-821-3055

Item #	Description	Quantity	Units of Measure	Unit Price	Total Value
1	Car - Tesla Model 3	3	EACH	\$42,490.00	\$127,470.00
	363 mile range Rear-Wheel Drive				
Standard Equipment Features					
	Color: Pearl White Multi-Coat	3	EACH	\$1,000.00	\$3,000.00
	Autopilot	3	EACH	\$0.00	\$0.00
	Power Doors	3	EACH	\$0.00	\$0.00
	Center console with storage, 4 USB-C ports and wireless charging for 2 smartphones	3	EACH	\$0.00	\$0.00
	Power Windows	3	EACH	\$0.00	\$0.00
	Carpeted Flooring Front and Rear	3	EACH	\$0.00	\$0.00
	19" Nova Wheels	3	EACH	\$1,000.00	\$3,000.00
	All Black Interior	3	EACH	\$0.00	\$0.00
	Synthetic Leather Seats	3	EACH	\$0.00	\$0.00
	Tinted glass roof with ultraviolet and infrared protection	3	EACH	\$0.00	\$0.00
	Rear View Camera	3	EACH	\$0.00	\$0.00
	Tilt Steering Wheel	3	EACH	\$0.00	\$0.00
	Keys (2 Keys Standard)	3	EACH	\$0.00	\$0.00
	12-way power adjustable front and rear heated seats	3	EACH	\$0.00	\$0.00
	Front License Plate Holder	3	EACH	\$0.00	\$0.00
	Mirrors, Power folding, auto-dimming, heated	3	EACH	\$0.00	\$0.00
	Glass, Privacy	3	EACH	\$0.00	\$0.00
	Interior floor mats	3	EACH	\$0.00	\$0.00
	Traffic Aware Cruise Control	3	EACH	\$0.00	\$0.00
	LED fog lamps	3	EACH	\$0.00	\$0.00
	Eight surround cameras and 12 ultrasonic sensors	3	EACH	\$0.00	\$0.00
	Premium audio –14 speakers, 1 subwoofer, 2 amps, and immersive sound	3	EACH	\$0.00	\$0.00
	Back Up Alarm	3	EACH	\$0.00	\$0.00
	A/C, High Capacity Front/Rear	3	EACH	\$0.00	\$0.00
	Fee- Destination	3	EACH	\$1,390.00	\$4,170.00
	Order Fee	3	EACH	\$250.00	\$750.00
Total excluding tax				\$46,130.00	\$138,390.00
	Registration	3	EACH	\$313.00	\$939.00
	Electronic Reg / Title Filing Fee	3	EACH	\$33.00	\$99.00
	Tire Fee	3	EACH	\$7.00	\$21.00
	License Fee	3	EACH	\$302.00	\$906.00
	Sales Tax	3	9.25%	\$4,267.03	\$12,801.08
Total including est. fees				\$51,052.03	\$153,156.08
Order-to-delivery: 4 - 8 weeks					



CITY COUNCIL AGENDA – OCTOBER 15, 2024

SUBJECT: Notification of PFAS Level Exceedance

SOURCE: Public Works

COMMENT: On March 6, 2024, the City of Porterville Water Division received notification from the State Water Resources Control Board (SWRCB) regarding the statewide concern of possible contamination of drinking water supplies by perfluoroalkyl and polyfluoroalkyl substances (PFAS).

PFAS substances are a large group of man-made substances that have been synthesized for their water and liquid resistance properties. Since the 1940s, PFAS has been used in industrial and consumer products, such as non-stick cookware, waterproof clothing, stain-resistant fabrics and carpets and some firefighting foams, and products that resist grease, water and oil.

Scientific research suggests that exposure to certain PFAS may lead to adverse health outcomes. Because of these potential health risks, the SWRCB appropriated funds to test for PFAS in community public water systems serving disadvantaged and severely disadvantaged communities to understand the origin of PFAS contamination and impacts on the drinking water in these communities.

On May 6, 2024, the City began sampling of thirty-seven (37) wells within the City of Porterville. Of the thirty-seven (37) wells tested, five (5) had PFAS levels which exceeded the PFAS Notification Level. Three (3) wells (Lindale 1, Lindale 8 and City Well 4) do not pump into the City's water system. The other two (2) wells (City Wells 19 and 21) are active wells that are in service without PFAS treatment.

The origin of the contaminant in the water supply is unknown at this time. However, the Water Division is working with the SWRCB and other agencies to identify the circumstances of the contamination. The City of Porterville Water Division will supply additional information and sample results to all of its consumers in the annual Consumer Confidence Report issued annually by July 1.

Pursuant to General Order No. DW-2024-0002-DDW, Health and Safety Code section 116455 requires that within 30 days of a confirmed detection of a contaminant found in drinking water delivered by a public water system for human consumption that is in excess of a notification level set by the State Water Board, the public water system which supplies water directly to the end user must notify the public water system's governing body (City Council) and

the governing body of any local agency whose jurisdiction includes areas supplied with drinking water by the water system.

RECOMMENDATION: That City Council:

1. Accept this report as meeting General Order No. DW-2024-0002-DDW requirement for notification of PFAS Notification Level Exceedance in five (5) wells within the City of Porterville Water System;
2. Accept the PFAS Notification Letter of Notification Level Exceedance for the five (5) wells within the City of Porterville Water System.

ATTACHMENTS: 1. PFAS Notification Letter 2024

Appropriated/Funded:

Review By:

Department Director:
Michael Knight, Assistant City Manager

Final Approver: Patrice Hildreth, City Manager



October 7, 2024

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

Honorable Mayor Martha Flores,

The purpose of this letter, consistent with Health and Safety Code Sections 116378 and 116455, is to inform you of the presence of perfluoroalkyl and polyfluoroalkyl substances (PFAS) in five (5) City Wells: Lindale 1, Lindale 8, City Well 4, City Well 19 and City Well 21.

Pursuant to Health and Safety Code Sections 116378 and 116455, the City of Porterville Water Division is required to inform its governing body and the governing body of any local agency whose jurisdiction includes the areas supplied with drinking water by the City of Porterville of concentrations exceeding the Notification Levels for PFAS. These Notification Levels are health-based advisory levels established by the State Water Resources Control Board (State Water Board), Division of Drinking Water (DDW) for chemicals in drinking water that lack maximum contaminant levels. When chemicals are found at concentrations greater than their Notification Levels, certain notification requirements and recommendations apply.

The DDW determined that the Notification Levels have been exceeded specifically for PFAS as set forth in the following tables:

LINDALE 1 - Active well does not pump into City water system

PFAS	Notification Level	Response Level	Sample Result	Health Effects
PFHxS	3 ng/L or parts per trillion	20 ng/L or parts per trillion	3.4 ng/L or parts per trillion	PFHxS has been shown to interfere with thyroid hormone levels. Thyroid hormones are needed for normal prenatal growth and development of the fetus, as well as for normal growth and development in the infant and child. In adults, thyroid hormones are needed for normal metabolism and mental function.
PFOS	6.5 ng/L or parts per trillion	40 ng/L or parts per trillion	6.9 ng/L or parts per trillion	Some people who drink water containing PFOS in excess of the Notification Level over many years may experience adverse health effects. PFOS exposures have been shown to cause immune suppression and cancer in laboratory animals.

PFOA	5.1 ng/L or parts per trillion	10 ng/L or parts per trillion	6.4 ng/L or parts per trillion	Some people who drink water containing PFOA in excess of the Notification Level over many years may experience adverse health effects. PFOA exposures have been shown to cause increased liver weight and cancer in laboratory animals.
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LINDALE 8 - Active well does not pump into City water system

PFAS	Notification Level	Response Level	Sample Result	Health Effects
PFOS	6.5 ng/L or parts per trillion	40 ng/L or parts per trillion	7.8 ng/L or parts per trillion	Some people who drink water containing PFOS in excess of the Notification Level over many years may experience adverse health effects. PFOS exposures have been shown to cause immune suppression and cancer in laboratory animals.

CITY WELL 4 - Active well does not pump into City water system

PFAS	Notification Level	Response Level	Sample Result	Health Effects
PFHxS	3 ng/L or parts per trillion	20 ng/L or parts per trillion	3.7 ng/L or parts per trillion	PFHxS has been shown to interfere with thyroid hormone levels. Thyroid hormones are needed for normal prenatal growth and development of the fetus, as well as for normal growth and development in the infant and child. In adults, thyroid hormones are needed for normal metabolism and mental function.

CITY WELL 19 - Active well pumps into City water system

PFAS	Notification Level	Response Level	Sample Result	Health Effects
PFOS	6.5 ng/L or parts per trillion	40 ng/L or parts per trillion	10 ng/L or parts per trillion	Some people who drink water containing PFOS in excess of the Notification Level over many years may experience adverse health effects. PFOS exposures have been shown to cause immune suppression and cancer in laboratory animals.

CITY WELL 21 - Active well pumps into City water system

PFAS	Notification Level	Response Level	Sample Result	Health Effects
PFHxS	3 ng/L or parts per trillion	20 ng/L or parts per trillion	3.2 ng/L or parts per trillion	PFHxS has been shown to interfere with thyroid hormone levels. Thyroid hormones are needed for normal prenatal growth and development of the fetus, as well as for normal growth and development in the infant and child. In adults, thyroid hormones are needed for normal metabolism and mental function.

PFAS are man-made substances that have been synthesized for their water and liquid resistance properties. They have been used extensively in consumer products such as carpets, clothing, fabrics for furniture, paper packaging for food, and other materials (e.g., cookware) designed to be waterproof, stain-resistant or non-stick. In addition, they have been used in fire-suppression foam and various industrial processes. The origin of the contaminant in our water supply at this time is unknown but the water system is working with the State Water Board and other agencies to identify the circumstances of the contamination.

Pursuant to Health and Safety Code section 116378 and, if a chemical is present in drinking water that is provided to consumers at concentrations exceeding the Response Level, the drinking water system must either (1) take the source out of service immediately; (2) utilize treatment or blending; or (3) provide public notification of the Response Level exceedance.

Additional information will be provided to our customers in the annual City of Porterville Consumer Confidence Report issued by July 1. Please refer to the following links for additional information about PFAS:

DDW PFAS Website:

https://www.waterboards.ca.gov/drinking_water/certlic/drinkingwater/pfas.html

DDW PFAS Factsheet:

https://www.waterboards.ca.gov/drinking_water/certlic/drinkingwater/docs/2024/pfasfact-sheet-ddw-2024.pdf

If you have any questions regarding this matter, please contact The City of Porterville Water Division at 559-782-7514.

Sincerely,



Michael L. Knight,
Assistant City Manager/Public Works Director



CITY COUNCIL AGENDA – OCTOBER 15, 2024

SUBJECT: Request For Will Serve Letter - 14534 Road 274

SOURCE: Community Development

BACKGROUND: The property at 14534 Road 274 (APN 264-020-013) is located in East Porterville, outside the city limits and within the city's Urban Development Boundary. It is developed as a single-family residence, with a proposed ADU under consideration by the County of Tulare. The existing residence currently receives water via an Extraterritorial Service Agreement (ESA) as an emergency water service connection through the Department of Water Resources (DWR) Emergency Connection Project for East Porterville, under which the property qualified as part of the East Porterville Feasibility Study Project Area. The ESA was approved on February 25, 2017. The ESA application included an Irrevocable Agreement for Annexation (IAA #72-15) and a Deed Restriction for future development, which was recorded at the Tulare County Recorder's office as Record Number 2017-0061704 on October 6, 2017. The deed restriction provided that "no expansion or modification of this use, including conversion of structures or addition of habitable structures, may be permitted without approval of the City Council of the City of Porterville."

COMMENT: Staff received a request for a will-serve letter to provide a second water connection service to an existing property located at 14534 Road 274 for development of an accessory dwelling unit (ADU).

ANALYSIS: Pursuant to Gov. Code Section 66310, et seq., the County is required to ministerially approve a proposed ADU. Correspondingly, the City is required to approve a water service to that ADU, if requested.

ENVIRONMENTAL REVIEW: On October 3, 2024, the Environmental Coordinator made a determination that the project is exempt from CEQA as a ministerial project as it consists solely of the approval of an individual utility service connection (CEQA Guidelines §15268(b)(4)).

RECOMMENDATION: That the City Council adopt the draft resolution approving the second water service connection at 14534 Road 274.

ATTACHMENTS: 1. Locator Map

2. Site Plan
3. Recorded Irrevocable Agreement for Annexation #72-15
4. Draft Resolution

Appropriated/Funded:

Review By:

Department Director:
Claudia Calderon, Community Development Director

Final Approver: Patrice Hildreth, City Manager

Locator Map APN 264-020-013



14534 Road 274

 Project Location
 City Limits

1 in = 600 feet

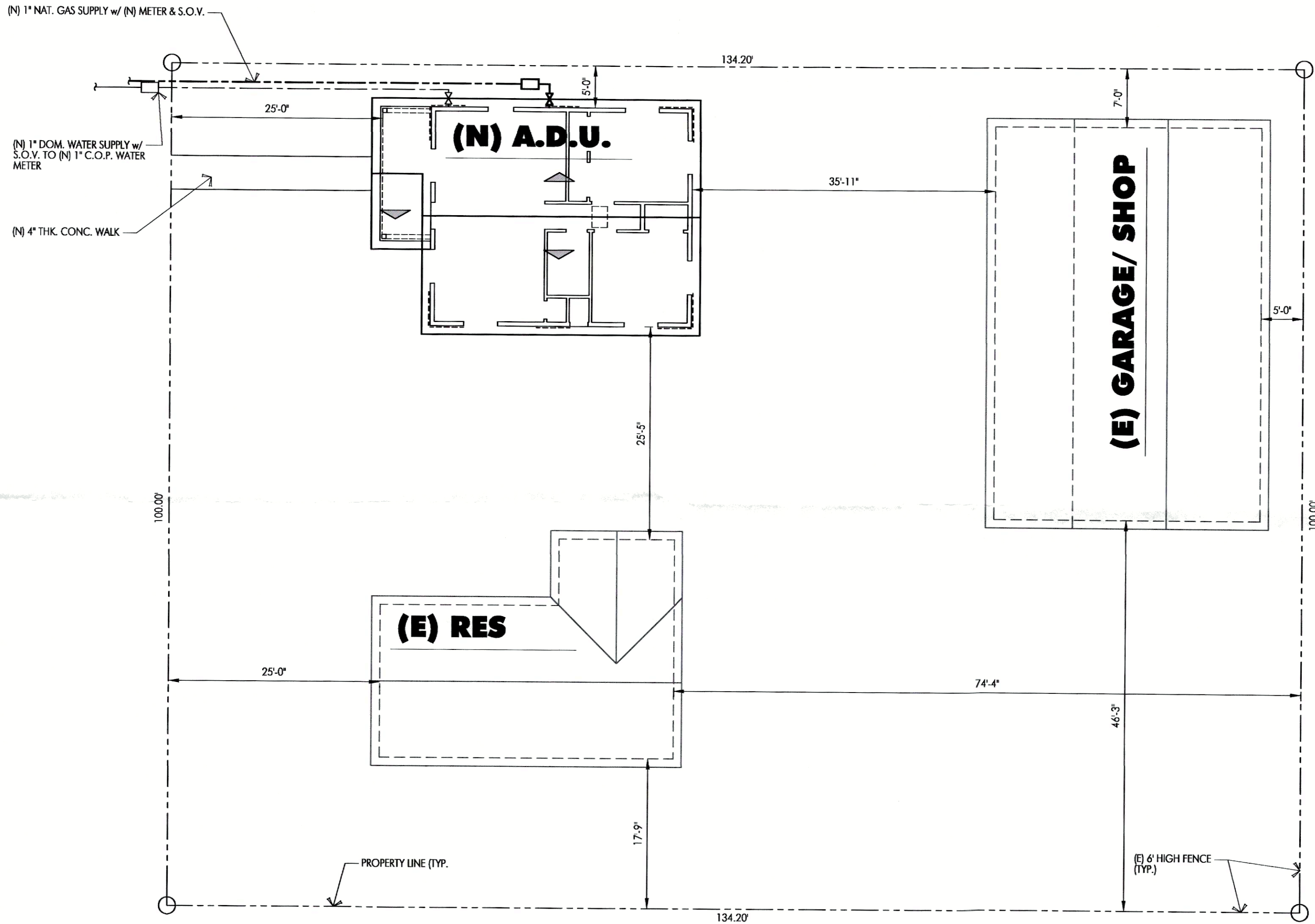
Date Printed: 10/9/2024 by the Community Development Department



ABBREVIATIONS

ABV: ABOVE	A/C: AIR CONDITIONING	ASPH: ASPHALT
ACOUS: ACOUSTICAL	ALT: ALTERNATE	AUTO: AUTOMATIC
ADDL: ADDITIONAL	ALUM: ALUMINUM	AVE: AVENUE
ADH: ADHESIVE	ANC: ANCHOR, ANCHORAGE	AVR: AVERAGE
ADJ: ADJUSTABLE	AB: ANCHOR BOLT	AWN: AWNING
AF: ABOVE FINISH FLOOR	ANOD: ANODIZED	
AGG: AGGREGATE	APX: APPROXIMATE	
AH: AUTHORITY HAVING JURISDICTION	APT: APARTMENT	
	ARCH: ARCHITECTURAL	
BSMT: BASEMENT	BUR: BUILT UP ROOFING	
BM: BEAM	B/O: BY OTHERS	
BVL: BEVELED	BO: BOTTOM OF	
BTULM: BITUMINOUS	BR: BEDROOM	
BK: BLOCK		
BKLG: BLOCKING		
CAB: CABINET	CMU: CONCRETE MASONRY UNIT	
CALC: CALCULATION	CONSTR: CONSTRUCTION	
CD: CLOSET	CONT: CONTINUOUS	
CG: CORNER GUARD	CONT: CONTROL JOINT	
CIP: CAST-IN-PLACE (CONCRETE)	CJT: CORRUGATED	
CL: CENTERLINE	CUFF: CUBIC FOOT	
CO: CLEAN OUT	CUTD: CUBIC YARD	
COL: COLUMN		
CONC: CONCRETE		
COND: CONDENSING/ CONDENSATE		
DP: DAMPROOFING	DT: DRAIN TILE	
DTL: DETAIL	DWG: DRAWING	
DIA: DIAMETER	D: DRAIN	
DIM: DIMENSION		
DW: DRAIN WASH		
EW: EACH WAY	EQ: EQUAL	
E: EAST	EQU: EQUIPMENT	
ELEV: ELEVATION	EX: EXISTING	
EX: EXISTING		
FOC: FACE OF CONCRETE	FIN: FINISH	
FOF: FACE OF FINISH	FFE: FINISHED FLOOR ELEVATION	
FOM: FACE OF MASONRY	FA: FIRE ALARM	
FOS: FACE OF STUDS	FE: FIRE EXTINGUISHER	
FW: FACE OF WALL	FPL: FIREPLACE	
FIB: FIBERBOARD	FLSH: FLASHING	
FIBL: FIBER CEMENT BOARD	FLR: FLOOR	
FGL: FIBERGLASS	FLOR: FLUORESCENT	
GA: GAGE, GAUGE	GI: GALVANIZED IRON	
GAL: GALLON	GLBK: GLASS BLOCK	
GL: GLASS, GLAZING	GLB: GLUE LAMINATED BEAM	
HWD: HARDWARE	HVAC: HEATING, VENTILATION-AIR	
HDR: HEADER	COND: CONDITIONING	
HTG: HEATING	HT: HEIGHT	
IN: INCH	ID: INSIDE DIAMETER	
INCL: INCLUDE	INS: INSULATE	
JNT: JOINT	JST: JOIST	
KD: KILN DRIED	KIT: KITCHEN	
LB: LBS	L: LENGTH	
LAM: LAMINATED	LOA: LENGTH OVERALL	
LH: LEFT HAND	LT: LIGHT	
	LF: LINEAL FEET	
MFR: MANUFACTURER	MD: MEDIUM DENSITY	
MO: MASONRY OPENING	FIB: FIBERBOARD	
MA: MAXIMUM	MDO: MEDIUM DENSITY OVERLAY	
MAS: MASONRY	MBR: MEMBER	
MECH: MECHANICAL	NMB: MEMBRANE	
MC: MEDICINE CABINET	MTL: METAL	
MED: MEDIUM	MWK: MILLWORK	
NOM: NOMINAL	NIC: NOT IN CONTRACT	
N: NORTH	NTS: NOT TO SCALE	
NO: #	NUMBER	
O: NON-OPERABLE WINDOW	OC: ON CENTER	
OSB: ORIENTED STRAND BOARD	OD: OUTSIDE DIAMETER	
PNT: PAINT(ED)	PLT: PLATE	
PBD: PARTICLE BOARD	PLYWD: PLYWOOD	
PRT: PARTITION	PCC: PRECAST CONCRETE	
PVMT: PAVEMENT	PCF: POUNDS PER CUBIC FOOT	
PERF: PERFORATED	PLF: POUNDS PER LINEAR FOOT	
PLAS: PLASTER	PSF: POUNDS PER SQUARE FOOT	
PLAM: PLASTIC LAMINATE	PSI: POUNDS PER SQUARE INCH	
QTY: QUANTITY	QT: QUARRY TILE	
RAD: RADIUS	RE: REINFORCED	
REF: REFERENCE	REQD: REQUIRED	
RFL: REFLECTED(ED), (VE), (C)	RA: RETURN AIR	
REFR: REF	REV: REVISION	
REG: REGISTER	R: ROUGH	
SCH: SCHEDULE	SKL: SKYLIGHT	
SCN: SCREEN	S: SOUTH	
SECT: SECTION	SLB: SLAB	
SGD: SLIDING GLASS DOOR	SLD: SLIDING	
SH: SHEATHING	SPEC: SPECIFICATION	
SHT: SHEET	SQ: SQUARE	
SH: SHELF, SHELVING	STD: STANDARD	
SH: SIMILAR	STV: STOVE	
TEL: TELEPHONE	T: TOP OF	
TEMP: TEMPERED	TOC: TOP OF CONCRETE	
TK: TIGHT KNOT	TOW: TOP OF WALL	
T&G: TONGUE AND GROOVE	TB: TOWEL BAR	
UL: UNDERWRITERS LABORATORY	UNO: UNLESS NOTED OTHERWISE	
UNF: UNFINISHED	UNON: UNLESS OTHERWISE NOTED	
VB: VAPOR BARRIER	VNR: VENEER	
VAR: VERIFY	VERT: VERTICAL	
VIF: VERIFY IN FIELD	VG: VERTICAL GRAIN	
WL: WALL	WRB: WEATHER RESISTIVE BARRIER	
WC: WATER CLOSET	WWF: WELDED WIRE FABRIC	
WH: WATER HEATER	WWM: WELDED WIRE MESH	
WP: WATER PROOFING	W: WEST	
WR: WEATHER RESISTANT	WIN: WINDOW	
X: OPERABLE WINDOW SECTION		

ROAD 274



SHEET INDEX

01 SITE PLAN AND COVER SHEET

REVISION		
#	REMARK	DATE

PROJECT LOCATION



VICINITY MAP

BUILDING INFO

LEGAL DESCRIPTION:	APN # 264-020-013
OCCUPANCY CLASS:	R-3
CONSTRUCTION TYPE:	VB
NUMBER OF STORIES:	1
ACTUAL BUILDING HEIGHT:	16'-0"±
BUILDING AREA:	
RESIDENCE (E):	864 SQ. FT.
A.D.U. (N):	806 SQ. FT.
PATIO:	90 SQ. FT.
LOT SIZE:	8,891 SQ. FT.
LOT COVERAGE:	24%
USE:	RESIDENCE
SPRINKLERED:	NON-SPRINKLERED
SEISMIC DESIGN CAT.:	D
OWNER & MAILING ADDR.:	ROCIO E. VASQUEZ 14534 ROAD 274 PORTERVILLE, CA
DEFERRED SUBMITTAL:	NONE
GAS:	SOCAL GAS
WATER:	C.O.P.
SEWER:	C.O.P.
ELECTRIC:	S.C.E.

APPLICABLE CODES

- PART 1 - 2022 CALIFORNIA BUILDING STANDARDS
- ADMINISTRATIVE CODE
- PART 2 - 2022 CALIFORNIA BUILDING CODE - VOL. I & II
- PART 2.5 - 2022 CALIFORNIA RESIDENTIAL CODE
- PART 3 - 2022 CALIFORNIA ELECTRICAL CODE
- PART 4 - 2022 CALIFORNIA MECHANICAL CODE
- PART 5 - 2022 CALIFORNIA PLUMBING CODE
- PART 6 - 2022 CALIFORNIA ENERGY CODE
- PART 9 - 2022 CALIFORNIA FIRE CODE
- PART 11 - 2022 CALIFORNIA GREEN BUILDING STANDARDS CODE

ALL OTHER APPLICABLE CODES, REGULATIONS AND MANUFACTURER'S RECOMMENDATIONS

SCOPE OF WORK

PREPARE SITE & CONSTRUCT (N) 2-BEDROOM A.D.U., TIE UTILITIES TO (N) SERVICES AT STREET, COMPLY WITH ALL APPLICABLE CODES AND T-24 REQUIREMENTS.

Dave Brownson
Call: 569-569-1370 Email: brownson.dave@gmail.com
Drafting - Design - Estimating - Photography



PROJECT:
NEW A.D.U. FOR
ROCIO E. VASQUEZ
14534 ROAD 274, PORTERVILLE, CA 93257

COVER SHEET & SITE PLAN

DRAWN: D. BROWNSON
DATE: 09.02.2024
SCALE: 1" = 20'-0"

01

SITE PLAN



1" = 20'-0"



2017-0061704

Recording Requested by and
Upon Recordation return to:

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

Recorded	REC FEE	0.00
Official Records		
County of		
Tulare		
ROLAND P. HILL		
Clerk Recorder		
	NB	
00:25AM 06-Oct-2017	Page 1 of 4	

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

IAA# 72-15

Irrevocable Agreement for annexation to the City of Porterville

This agreement is made this 25 day of February, 2017, between Rossio Vasquez hereinafter referred to as "Owner", and the City of Porterville, hereinafter referred to as "City".

Whereas, Owner is the owner of the real property consisting of approximately 0.31 gross acres located at 14534 RD 274, Porterville, California, and is further described as follows: See attached deed restriction being further described as Assessor's Parcel Number 264020013.

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

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

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

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

Now, therefore, Owner does agree as follows:

1. Owner hereby gives its irrevocable consent to annexation of its property to the City at such time as the annexation may be properly approved through appropriate legal proceedings, and Owner does further agree to provide all reasonable cooperation and assistance to the City in the annexation proceedings. Said cooperation is contemplated to include signing any applications or consent prepared by the City and submitting any evidence reasonably within the control of Owner to the various hearings required for the annexation. Said cooperation does not include, however, any obligation on behalf of Owner to institute any litigation or judicial proceedings whatsoever to compel annexation to the City.
2. The City hereby agrees to authorize the connection of said property to the City's Water main located in Rd 274.

3. Concurrent with connection to utilities, the State of California, on Owner's behalf, agrees to pay a fair share of annexation fees and other costs related to infrastructure as would ordinarily be charged on the annexation of property to the City, and as outlined in the fee schedule adopted by the City.
4. In addition to fees described above, the State of California, on Owner's behalf, shall pay all fees and charges and make all deposits required by City to connect to and use the Water. Those fees shall include, but not be limited to, the following:
 - LAFCo fee: (\$121 per phase, paid separately)
 - Extraterritorial Service Agreement fee (\$150 + \$0.0136 per s.f.) = \$ 333.65Said fees shall be valid for a period of one year from the date of execution of this Agreement and shall be paid prior to the issuance of a Water connection permit. Fees paid after one year of the date of execution of this Agreement shall be subject to the fee amount in effect at that time. Owner agrees to be bound by all City ordinances, rules, and regulations respecting the Water system.
5. This agreement shall be recorded.
6. Owner executes this agreement on behalf of itself, its successors and assigns, and said Agreement shall be irrevocable without the prior written consent of both parties hereto.

Executed this 25 day of February, 20 17

Owner: VASQUEZ ROSSIO
1707 W RIVER AVE
PORTERVILLE CA 93257

By: Rossio Vasquez

City: Julie Phillips

Julie Phillips, Community Development Manager

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

[Signature]
City Manager of the City of Porterville

[Signature]
Mayor of the City of Porterville

Please see attached acknowledgment

ACKNOWLEDGMENT

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

State of California

County of Tulare

On February 25, 2017 before me, Rachel M. Ayala, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature Rachel M. Ayala (Seal)



Deed Restriction for IAA # 72-15

14534 RD 274, Porterville CA 93257

APN 264020013 (as of April 29, 2016), as further identified by the legal description recorded in Grant Deed 2006-070703 on 7/7/2006.

The property is currently developed with 2 structures, including 2 habitable units.

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

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

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

RESOLUTION NO. ____-2024

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE
APPROVING A SECOND SERVICE FOR MUNICIPAL WATER FOR PROPERTY
LOCATED AT 14534 ROAD 274**

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

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

WHEREAS: The property located at 14534 Road 274 (APN 264-020-013) qualified under the East Porterville Feasibility Study Project Area and an Extraterritorial Service Agreement (ESA) was processed on February 25, 2017; and

WHEREAS: The ESA included an Irrevocable Agreement for Annexation, IAA # 72-15, and a Deed Restriction, which document was recorded at the Tulare County Recorder's on October 6, 2017 as Record Number 2017-0061704; and

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

WHEREAS: The approval of an accessory dwelling unit (ADU) is a ministerial action pursuant to Gov. Code Section 66310, et seq.; and

WHEREAS: As the purveyor of domestic water in the area, the City of Porterville is obligated to provide a water service to said ADU if requested; and

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

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

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

PASSED, APPROVED AND ADOPTED this 15th day of October, 2024.

Martha A. Flores, Mayor

ATTEST:
Patrice Hildreth, City Clerk

BY _____
Fernando Gabriel-Moraga,
Acting Deputy City Clerk



CITY COUNCIL AGENDA – OCTOBER 15, 2024

SUBJECT: Request for Proclamation - 75th Anniversary of Court Regina Coeli #1521

SOURCE: Administrative Services

COMMENT:

At its meeting on December 19, 2023, the Council amended the process by which proclamations are approved. The process requires that if more than two council members indicate interest in signing a requested proclamation, a consent calendar item will be prepared for the next scheduled City Council Meeting for full City Council consideration.

Court Regina Coeli - Catholic Daughters of America, has requested a proclamation for the 75th Anniversary of Court Regina Coeli #1521, in Porterville. Mayor Flores is sponsoring this Proclamation request. Because more than two members of the Council indicated interest in signing, consistent with policy, the request is herein presented for consideration. If approved, the Proclamation will be drafted with the appropriate number of signature blocks for execution by the Council Members with an affixed City Seal.

RECOMMENDATION: That the City Council consider approval of a request for the 75th Anniversary of Court Regina Coeli #1521, in the City of Porterville.

ATTACHMENTS: 1. Proclamation Request - 75th Anniversary Court Regina Coeli - 2024

Appropriated/Funded: N/A

Review By:

Department Director:
Yuliana Andrade, Administrative Services Director

Final Approver: Patrice Hildreth, City Manager



City of Porterville
REQUEST FOR PROCLAMATION



RECEIVED

OCT 08 2024

CITY OF PORTERVILLE
CITY CLERK'S OFFICE

Date of Request: 9-20-2024

Name of Event/Individual: 75th Anniversary of Court Regina Coeli #1521
i.e. "Porterville Tourism Week", "Mr. John Doe"

Name of Sponsoring Organization: Court Regina Coeli, Catholic Daughters of America

Name of Contact Person: Maureen Santos

Address: [REDACTED]

Phone: [REDACTED] Email: [REDACTED]

I would like the proclamation: ☐ mailed ☒ call for pick up ☐ presented at an event

Date Needed: 10/15/2024 Date of Event 10/20/2024

Please attach a sample of your proclamation, or the pertinent information needed to formulate your proclamation. It is recommended that you submit your request at least four to six weeks in advance. If assistance is needed, or if you need a sample provided, or to return this form, contact:

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

Please be advised that a Proclamation is ceremonial in nature and does not convey official legislative action. The City reserves the right to correct grammar and spelling; to reject all advocacy of unlawful acts; and to reject all discriminatory language.

City Clerk's Section

Request Received by: Fernando Routed by: Fernando Date: 10-08-24

Granted by Council Member FLORES Date: 10-08-24

Signatures: Weyhrauch, Beltran, Meister

Date Requestor Notified of Completion: _____ in writing ☐ by phone ☐

Comments: _____

WHEREAS: Court Regina Coeli #1521, a member of the Catholic Daughters of the Americas, was formed on October 30, 1949, in Porterville, CA, as part of St. Annes Parish; and

WHEREAS: Catholic Daughters of the Americas (CDA) is one of the oldest and largest organizations for Catholic women who enjoy each other's company at meetings, share Catholic spirituality, give generously to local and national charities, and work hard for our parish and community; and

WHEREAS: Through fundraising efforts, Court Regina Coeli has been able to financially support numerous local non-profits in their community, which include the St. Anne's Food Pantry, Tulare-Kings Right to Life, Homeless Alliance, Habitat for Humanity, Porterville Area Coordinating Council, Heritage Girls, Valley Children's Hospital, Porterville Animal Shelter, free spay and neuter clinics, Fem Power Medical, annual high school scholarships, and they provide prayer blankets (made by members) for anyone in the parish; and

WHEREAS: This year, Court Regina Coeli will celebrate their 75th Anniversary on CDA, Sunday, October 20, 2024. They will attend Mass at Holy Cross Church followed by a luncheon at Dillon Hall (in St. Anne's School).

NOW, THEREFORE, I, MARTHA A. FLORES, Mayor of Porterville, on behalf of the Porterville City Council, do hereby proclaim Court Regina Coeli #1521 as an outstanding asset to our community,

PROCLAIMED this 15th day of October, 2024.



CITY COUNCIL AGENDA – OCTOBER 15, 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 October 1, 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. Porterville Army National Guard 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:

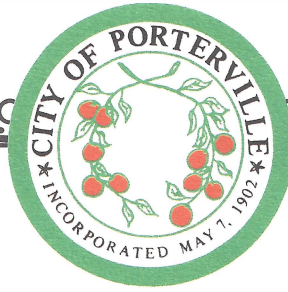
Fernando Gabriel-Moraga, Deputy City Clerk

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.

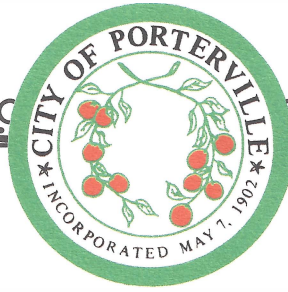
Jake Castellow
Chief of Police

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.

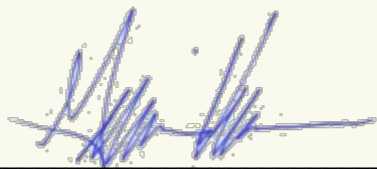
The Water Board shall post on its internet website all reports received pursuant to this subparagraph.

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).

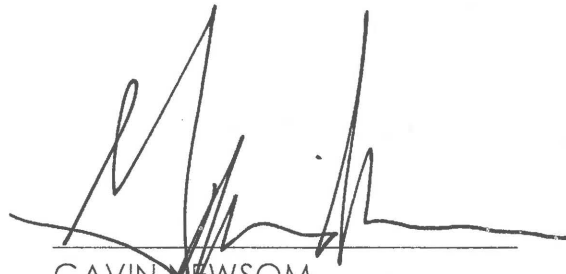
- f. The project proponent shall keep all repairs and construction to the minimum necessary to alleviate the emergency caused by the 2022- 2023 Winter Storm Events and limited to in-kind replacement or refurbishment of on-site features, although the project may undertake minor upgrading if bioremediation 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.

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LICENSE NUMBER	1221
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LICENSE TO USE STATE MILITARY PROPERTY

BETWEEN

CALIFORNIA MILITARY DEPARTMENT

AND

The City of Porterville

FOR

USE OF READINESS CENTER IMPROVEMENTS AND GROUNDS

This AGREEMENT, dated for reference the 10th day of April 2023, by and between the California Military Department (CMD), hereinafter called STATE, and the City of Porterville, 291 North Main Street, Porterville, CA 93257, hereinafter called LICENSEE, without distinction as to number or gender, and effective upon execution by STATE. STATE and LICENSEE are sometimes referred to individually as a "party" or collectively as the "parties".

RECITALS

WHEREAS, the STATE has under its jurisdiction, certain real property known as the Porterville armory, located at 29 N. Plano St. Porterville, CA 93257, hereinafter called PREMISES, identified in **Exhibit "B"**, consisting of one (1) page and attached hereto and incorporated herein by this reference.; and,

WHEREAS, it is essential that STATE have a secure facility and surrounding grounds; and,

WHEREAS, PREMISES may be made available to meet the needs of the local civil authority when not required to meet immediate operational requirements;

NOW THEREFORE, STATE and LICENSEE agree as follows:

WITNESSETH

I.

GENERAL PROVISIONS

1. AGREEMENT is for non-exclusive weekday or weekend use throughout the license term.
2. Upon declaration of emergency by the STATE or federal government, STATE reserves the right to reoccupy PREMISES, including all parking areas, with twenty-four (24) hours written or electronic (voice or email) notice to LICENSEE at the notification address/number below.

3. PREMISES will not be available during the following drill periods: n/a
4. LICENSEE shall comply with all applicable statutes, laws, ordinances and rules or regulations adopted by the Federal, State or any City, City and County, County or other body politic pertaining to use of said premises or any provisions of the License.
5. LICENSEE shall comply with such reasonable rules and regulations as may be prescribed by STATE for the reasonable use and occupation of State Facilities.
6. LICENSEE understands and agrees the California Legislature may impose additional restrictions, limitations or conditions affecting AGREEMENT provisions or terms; however, any such changes become effective no sooner than 30 days after the legislature has acted.
7. This agreement shall not be assigned or sublet or otherwise encumbered, in whole or in part, without STATE'S prior written consent.
8. STATE shall supply PREMISES with utilities, the nominal cost of which is included in the use fee. Section VI (FEES), item #5 addresses extraordinary utility use and payment.
9. LICENSEE shall have use of the offices, storage areas, drill floor, latrines, showers, parking areas for placement of storage containers (if required), and kitchen counters solely for food preparation or distribution (no oven or stove top use). All food will be stored and surfaces cleaned on a daily basis when shelter operations are underway.
10. STATE is not responsible for losses or damage to personal property, equipment or materials of LICENSEE, its employees, agents or clients. LICENSEE shall report to STATE all losses immediately upon discovery.
11. LICENSEE shall not drive any nails, tacks, pins or other objects into the walls, ceilings, partitions, windows, woodwork, or any other part of PREMISES, nor in any manner move or change any fixture, nor make any alterations to PREMISES without STATE'S prior written consent.
12. Upon completion of use, LICENSEE shall remove all decorations, display, signs, and equipment on PREMISES.
13. Upon license expiration, LICENSEE will surrender PREMISES to STATE with appurtenances and fixtures in good order, condition, and repair, reasonable use and wear thereof, or Acts of God excepted.
14. LICENSEE shall not permit any alcoholic beverage to be offered for sale, stored, given away or otherwise disposed or consumed on any part of PREMISES, nor shall LICENSEE permit any use of tobacco products on any part of PREMISES or within twenty (20) feet of entrances, doorways or opening windows, except in a sufficiently distanced controlled area under LICENSEE supervision.
15. LICENSEE acknowledges PREMISES may not be fully ADA compliant and agrees to implement or improve, at its sole cost and expense, those necessary compliance measures required for the duration of its use. Furthermore, LICENSEE agrees to provide any and all required temporary emergency lighting required by State, County or City laws or ordinances.

II.

AUTHORIZED ACTIVITIES

1. LICENSEE is authorized to use PREMISES to provide temporary shelter and/or health and medical services to homeless citizens of the community.
2. LICENSEE may provide on-site program management through either LICENSEE employees, agents or volunteers or through contracted services.
3. LICENSEE agrees to clean PREMISES removing all litter, trash, cans, bottles, etc. from PREMISES after each use period, but not less than once per day.
4. LICENSEE shall provide janitorial services, whether from a licensed contractor or qualified civil service employee(s), to clean and sanitize the armory, including restrooms, showers, and drill floor, according to standards set forth in **Exhibit "F"**, made a part hereof by this reference. If civil service employees will not fulfill janitorial services, LICENSEE shall provide STATE a copy of the janitorial contract before commencement of licensed use.
5. The armory facility will be available twenty-four (24) hours each day unless otherwise approved by the STATE for extended periods during inclement weather conditions.
6. LICENSEE shall provide on PREMISES one hour before shelter opening until one hour after lights-out in the evening no less than one (1) appropriately licensed (guard card) and easily identifiable uniformed security officer. The security officer shall have access to a telephone, provided by LICENSEE, for contacting the appropriate law enforcement agency, should it become necessary. LICENSEE is responsible for protecting patrons, agents and invitees from acts of third parties, and agrees to notify STATE and appropriate law enforcement agencies as required.
7. Uniformed security personnel will check (search) each client for weapons and drug paraphernalia before any client may enter, or reenter the armory. On-site supervising soldiers are not security personnel and WILL NOT assist with weapon checks or other security-related actions; however, they will observe security inspections.
8. Security personnel will notify the military site supervisor or, if one is not available, the Area Coordinator or the STATE Program Manager before leaving PREMISES. A copy of the security contract will be due to the STATE before the license term begins.
9. Consistent with GC 15301.3(e), LICENSEE shall provide STATE a schedule of nightly shelter visits by law enforcement officers of the local jurisdiction within which the armory is located.
10. Any damage to PREMISES will be inspected by STATE representatives (CMD Area Coordinator) and LICENSEE to determine the character and extent of damage (with photographs). Repairs should be completed within twenty-four (24) hours if an emergency or seventy-two (72) hours if urgent.
11. The STATE Area Coordinator will contract for necessary repair or restoration services using appropriate state or federal guidance, while coordinating and collaborating closely with LICENSEE. LICENSEE may not undertake repairs or restoration using its own forces or contract services without the prior written

consent of STATE'S Area Coordinator.

12. Within thirty (30) days of being presented a demand (invoice) for payment, LICENSEE shall make STATE whole for the cost of repairing or restoring any improvement or utility damaged as a result of PREMISES shelter use. If significant plumbing issues occur due to repeated latrine clogging by clients, the LICENSEE will provide, at its sole cost or expense, portable latrines for the duration of the contract.
13. LICENSEE shall take all necessary steps to ensure shelter clients do not constitute a nuisance in the immediate vicinity of PREMISES during hours of shelter operation. If at any time the STATE is dissatisfied with the LICENSEE efforts, the LICENSEE and STATE shall meet to explore means and methods of compliance.
14. LICENSEE is solely responsible for supplying consumables including, but limited to cleaning or sanitizing supplies and equipment, liquid soap, paper towels, and toilet paper. LICENSEE affirms the County Health Department shall provide regular health screenings and consultation on sanitation issues as required or as otherwise requested.
15. The ONLY animals allowed inside PREMISES are service animals as defined in Section XIV below. Client pets or any other animal not meeting the definition of service animal must remain outside PREMISES at all times.
16. LICENSEE shall conform to the guidance and recommendations for tuberculosis prevention outlined in "*Preventing Tuberculosis (TB) in Homeless Shelters: A Guide for Preventing and Controlling TB and other Aerosol Transmissible Diseases in Los Angeles County Facilities*", included as **Exhibit "C"** herein and by this reference made a part hereof.
17. LICENSEE shall at all times conform to local or state (Governor's) orders for preventing COVID-19 infection by mandating mask wearing and organizing the site to conform to physical distancing requirements.
18. Before clients may park their vehicle in PREMISES parking area, LICENSEE shall ensure each has a valid vehicle registration and current insurance coverage.
19. Vehicles parked on PREMISES without appropriate approval shall be towed away by STATE's order and at LICENSEE's risk and expense.

III.

NOTIFICATION

All notices or other communications required or permitted hereunder shall be in writing, and shall be personally delivered (including by means of professional messenger service) or sent by overnight courier, or sent by registered or certified mail, postage prepaid, return receipt requested to the addresses set forth below. All such notices or other communications shall be deemed received upon the earlier of (i) if personally delivered or sent by overnight courier, the date of delivery to the address of the person to receive such notice, (ii) if mailed as provided above, on the date of receipt or rejection, when received by the other party if received Monday through Friday between 6:00 a.m. and 5:00 p.m. Pacific Standard Time. so long as such day is not a State or Federal holiday and otherwise on the next day provided that if the next day is Saturday, Sunday, or a state or federal holiday, such notice shall be effective on the following business day.

To LICENSEE:

City of Porterville
Attn: City Manager
291 North Main Street
Porterville, CA 93257
(559) 782-7466

To STATE:

California Military Department
9800 Goethe Road, Box 18
Sacramento, CA 95826
(916) 854-3788

PROGRAM MANAGER:

SSG Monica Estrada
(916) 541-8160

Notice of change of address or telephone number shall be given by written notice in the manner described in this section. LICENSEE is obligated to notice State offices listed above and the failure to provide notice to do so shall constitute a lack of notice. Nothing contained herein shall preclude the giving of any such notice by personal service.

IV.

INSURANCE REQUIREMENTS

LICENSEE is a public entity, which is self-insured and will be responsible for any damage caused to PREMISES. Additionally, LICENSEE shall indemnify STATE against any injuries caused by use of PREMISES. LICENSEE has furnished the necessary Certificate of Self-Insurance, **Exhibit "D"** attached hereto and incorporated herein by this reference, demonstrating the required insurance coverage will be in effect during the complete term of AGREEMENT, and shall include, but not be limited to:

- Combined single limit liability of \$2,000,000, or
- Special event coverage with a limit of \$2,000,000, and
- A statement naming the United States, State of California, its officers, agents, employees, and servants as additional insured, but only with respect to the activities of the named insured.

V.

HOLD HARMLESS INDEMNIFICATION

The PREMISES are provided in "AS-IS" and "WITH ALL FAULTS" condition, and STATE and its employees, representatives and agents disclaim all warranties, expressed or implied, regarding the PREMISES, including, but not limited to, all implied warranties of merchantability or fitness for a particular purpose or compliance with Applicable Law. LICENSEES acknowledges and agrees that STATE and its employees, representatives and agents have made no representations or warranties for the PREMISES, including, without limitation, any representations or warranties regarding, (a) the condition or repair of the PREMISES, (b) whether such PREMISES are sufficient for the purposes of LICENSEE, or (c) whether the PREMISES comply with Applicable Laws (as defined below), including without limitation the Americans with Disabilities Act (ADA) or other accessibility laws, (d) whether there are any facts or conditions affecting the PREMISES that might, individually or in the aggregate, interfere with the use or occupancy of the

PREMISES or any portion thereof by LICENSEE.

The use of the PREMISES by LICENSEE shall be conclusive evidence that LICENSEE accepts the same "AS IS and WITH ALL FAULTS" and that the PREMISES are suited for the use intended by LICENSEE and are in good and satisfactory condition at the time such possession was taken. LICENSEE represents and warrants to STATE that (a) its sole intended use of the PREMISES is for temporary sheltering (the "Permitted Use") and (b) prior to using the PREMISES it has made such investigations as it deems appropriate with respect to the suitability of the PREMISES for its intended use and has determined that the PREMISES are suitable for such intended use.

LICENSEE shall comply with all applicable statutes, laws, ordinances and rules and regulations adopted by the Federal, State or any City, City and County, County or other body politic, including without limitation all building codes, the ADA or other accessibility laws ("Applicable Laws") and which pertains to use of the PREMISES or any provisions of the License, and will indemnify, defend and hold STATE free and harmless from and against any violations thereof and any and all liabilities, suits, causes of action, judgments, demands and claims for damages, including all reasonable costs of any litigation and attorney's fees and expenses, arising out or by reason of any such violation.

LICENSEE shall indemnify, defend and hold STATE its employees, representatives and agents free and harmless from and against any and all suits, causes of action, demands, proceedings, claims, damages, judgments, obligations liabilities, liens, fines, costs, and expenses (including, but not limited to, attorneys' fees and costs) (collectively "Losses") which arise from or are related to (a) use or occupancy of the PREMISES by LICENSEE or its Representatives, including, but not limited to, damage to property of any kind whatsoever and to whomsoever belonging, including LICENSEE, from any cause or causes whatsoever during the term of this License or any occupancy hereunder, holdover periods or any other occupancy of the PREMISES during the term of this License, except (i) those Losses that are ultimately determined by a court or administrative tribunal of competent jurisdiction to be caused by sole gross negligence of the STATE or its employees, or (ii) to the extent any such Losses are ultimately determined by a court or administrative tribunal of competent jurisdiction to be caused by the willful misconduct of the STATE or its employees; provided, however, any condition of the PREMISES that is found to be in violation of any Applicable Law by a court or administrative tribunal of competent jurisdiction shall not be deemed gross negligence or willful misconduct on the part of the STATE or its employees; (b) breach of LICENSEE'S obligations under the AGREEMENT, (c) negligence or other wrongful act by LICENSEE or its Representatives, (d) violation of Applicable Law by LICENSEE or its Representatives, (e) any allegation that the PREMISES do not comply with Applicable Law. "Representatives" means LICENSEE'S agents, employees, representatives, contractors, or any other person or persons acting within the direct control or authority of such party or its agents, employees, representatives or contractors.

VI.

FEES

1. The use fee is waived based on Services in Kind as per California Army National Guard Regulation 210-2 paragraph 9.
2. Extraordinary utility costs are waived during the term of this license.
3. Emergency 24 hour use of the facility is authorized through the request from the local Office of Emergency Services.

VII. TERM

License shall take effect no earlier than April 11, 2023 or upon execution by STATE, whichever is later, and shall expire no later than 0800 (8:00 A.M.) August 31, 2023.

VIII. AMENDMENT AND TERMINATION

AGEEMENT amendment or modification must be in writing and duly executed by the parties.

Either party may terminate AGEEMENT with 30 days written notification to the other at the addresses previously given. Upon termination, the activities of the parties shall be governed by the applicable provisions of the Military and Veterans Code. STATE is not obligated to reimburse LICENSEE any fees should it terminate this AGREEMENT before reaching its full term.

IX. ENTIRE AGREEMENT

AGREEMENT, along with any exhibits attached hereto, constitutes the entire covenant and understanding between STATE and LICENSEE for PREMISES. AGREEMENT supersedes all prior and contemporaneous routine activity agreements, representations or understandings, if any, whether oral or written.

X. DURATION & RENEWAL

AGREEMENT shall remain in effect through the termination date and will not be extended, but may be renewed annually subsequent to renegotiation required to protect the parties.

XI. RIGHT TO ENTER

During continuance in force of AGREEMENT, there shall be, and is hereby expressly reserved to STATE and to any of its contractors, agents, employees, representatives, or licensees, the right at any and all reasonable times, and any and all places to temporarily enter upon said PREMISES for inspection or other lawful STATE purposes.

XII. ENVIRONMENTAL LAWS AND REGULATIONS

LICENSEE must comply with all applicable local, State or Federal environmental provisions, requirements, ordinances, regulations or laws. AGREEMENT does not constitute any form of authorization, permit, or opinion with respect to the satisfaction thereof. LICENSEE agrees that it shall comply with all laws, federal, state, or local, existing during the term of this license pertaining to the use, storage, transportation, and disposal of any hazardous substance as that term is defined in such applicable law.

1. In the event STATE or any of its affiliates, successors, principals, employees, or agents should incur any liability, cost, or expense, including attorney's fees and costs, as a result of the LICENSEE'S illegal use, storage, transportation, or disposal of any hazardous substance, including any petroleum derivative, the LICENSEE shall indemnify, defend, and hold harmless any of these individuals against such liability.
2. Where the LICENSEE is found to be in breach of this Paragraph due to the issuance of a government order directing the LICENSEE to cease and desist any illegal action in connection with a hazardous substance, or to remediate a contaminated condition caused by the LICENSEE or any person acting under

LICENSEE'S direct control and authority, LICENSEE shall be responsible for all costs and expenses of complying with such order, including any and all expenses imposed on or incurred by STATE in connection with or in response to such government order.

XIII.

DEFAULT

LICENSEE shall make all required payments to the STATE without deduction, default or delay. In the event of the failure of LICENSEE to do so, or in the event of a breach of any of the other terms, covenants or conditions herein contained on the part of LICENSEE to be kept and performed, and if such default continues for a period of thirty (30) days after receipt of written notice from STATE to LICENSEE of such default, this License may, at the STATE'S sole discretion, be terminated.

In the event of termination of this License, it shall be lawful for STATE to reenter into and upon the PREMISES and every part thereof and to remove and store at LICENSEE's expense all property therefrom and to repossess and occupy the PREMISES. In the event STATE terminates this License pursuant to this Paragraph, the STATE shall not be required to pay LICENSEE any sum or sums whatsoever.

XIV.

SERVICE ANIMALS

Service Animal Defined by Title II and Title III of the ADA: (from the ADA National Network)

Under Title II and III of the ADA, service animals are **limited to dogs** individually trained to do work or perform tasks for the benefit of an individual with a disability, including a physical, sensory, psychiatric, intellectual, or other mental disability.

Emotional support animals, comfort animals, and therapy dogs are not service animals under Title II and Title III of the ADA. Other species of animals, whether wild or domestic, trained or untrained, are not considered service animals either. The work or tasks performed by a service animal must be directly related to the individual's disability. A doctor's letter does not turn an animal into a service animal.

Examples of animals fitting the ADA's definition of "service animal" because they have been **specifically trained to perform a task for the person with a disability**:

Guide Dog or Seeing Eye® Dog¹ is a carefully trained dog that serves as a travel tool for persons who have severe visual impairments or are blind.

Hearing or Signal Dog is a dog that has been trained to alert a person who has a significant hearing loss or is deaf when a sound occurs, such as a knock on the door.

Psychiatric Service Dog is a dog that has been trained to perform tasks that assist individuals with disabilities to detect the onset of psychiatric episodes and lessen their effects.

SigDOG (sensory signal dogs or social signal dog) is a dog trained to assist a person with autism. The dog alerts the handler to distracting repetitive movements common among those with autism, allowing the person to stop the movement (e.g., hand flapping).

Seizure Response Dog is a dog trained to assist a person with a seizure disorder. The dog may stand guard over the person during a seizure or the dog may go for help. A few dogs have learned to predict a seizure and warn the person in advance to sit down or move to a safe place.

While Emotional Support Animals or Comfort Animals are often used as part of a medical treatment plan as therapy animals, they are not considered service animals under the ADA. These support animals provide companionship, relieve loneliness, and sometimes help with depression, anxiety, and certain phobias, but do not have special training to perform tasks that assist people with disabilities and are not covered by federal laws protecting the use of service animals.

A public facility is not allowed to ask for documentation or proof a dog has been certified, trained, or licensed as a service animal. Staff on site may ask the following questions:

1. Is the dog a service animal required because of a disability?
2. What work or task has the dog been trained to perform?

No further questions should be asked regarding the disability or the animal, nor is it permissible to ask that the dog perform the task that grants it to be a service animal.

CONCURRENCE

INSTALLATION COMMANDER

DATE: _____

FOR THE ADJUTANT GENERAL

DATE: _____



CITY OF PORTERVILLE

DATE: 04/21/2023

**MEMORANDUM OF UNDERSTANDING FOR SHELTER SUPPORT
BETWEEN COUNTY OF TULARE AND CITY OF PORTERVILLE**

This Agreement, is effective as of April 11, 2023, (the "Agreement"), and is between The City of Porterville ("CITY"), a California municipal corporation, and the COUNTY OF TULARE, a political subdivision of the State of California ("COUNTY"), who agree as follows:

WHEREAS, CITY has entered into an arrangement with the California National Guard for use of the Armory space, with address of 29 N Plano St., Porterville, CA 93257 (the "Premises") for emergency shelter purposes; and

WHEREAS, COUNTY, along with its Health and Human Services Agency, desires to provide disaster relief support, including logistical support, shelter staffing, and meal support, solely for the purpose of the Premises being used as an emergency shelter in response to the March 2023 atmospheric river storms; and

WHEREAS, in order to provide said support, COUNTY is fully dependent upon the California Department of Social Services ("CDSS") fulfilling COUNTY'S request for logistical and funding support, of which COUNTY, upon receipt, will convey to CITY; and

WHEREAS, in the event that CDSS is unable to provide support, and/or CDSS or the American Red Cross is unable to provide operational support, COUNTY is unable to continue services alone and shall immediately terminate this Agreement; and

WHEREAS, COUNTY seeks to clarify the scope of services to be provided and set reasonable limits on the term of those services; and

WHEREAS, COUNTY agrees to provide, and CITY agrees to receive said services; and

WHEREAS, CITY opened the shelter on the Premises on April 11, 2023, and COUNTY began providing services as of April 11, 2023, and now seek to memorialize this exchange in writing;

NOW, THEREFORE, in consideration of the mutual promises and representations set forth herein, the parties agree as follows:

1. **SERVICES.** COUNTY agrees to provide at its own expense, and CITY agrees to receive services at the Premises pursuant to this Agreement. COUNTY shall provide 24 hour, or agreed operational period staffing at the Premises, in which COUNTY will provide logistical support, shelter staffing, and meal support in conjunction with the California Department of Social Services and/or the American Red Cross. COUNTY will additionally provide social assistance via case management services Monday through Friday, 8 AM to 5 PM. COUNTY shall also provide 24 hour security at the site (Collectively, the "Services"). The parties may agree in writing to a shorter operational period.

CITY shall provide animal care and shelter for residents of the Premises, including kennels and food. CITY shall be providing laundry, bathroom, and shower services for the residents of the Premises. Except for as otherwise specified in Section 8.c., CITY shall provide janitorial services for the Premises, which shall be regularly available daily, and shall be available upon an immediate needs basis. CITY shall keep on-call maintenance technician that is able to respond to immediate maintenance needs.

Services will be performed to the satisfaction of COUNTY for purposes of reimbursement of COUNTY by the State or Federal government.

2. **TERM.** The Services contemplated in Section 1 shall be from April 11, 2023, to May 5, 2023.

The County's provision of staffing and support services shall end at 12:00 noon, and the County's provision of security services shall end at 5:00 p.m., on Friday, May 5, 2023.

Additionally, the Parties agree that this Agreement will terminate pursuant to Section 19 of this Agreement upon the exit of the California Department of Social Services' support of staffing of the Services.

3. **CONSIDERATION.** CITY and COUNTY agree that the services provided to the public are adequate and good consideration for this Agreement, and no monetary compensation is required for this Agreement.

4. **USE.** Upon commencement of the term, COUNTY staff shall be entitled entry onto the Premises to provide the Services.

5. **AGREEMENT TO USE FACILITIES.** The use of the Premises is defined as follows:

- a. Use of the Premises 24 hours a day for sheltering evacuees and animals; and
- b. Any other use to which the parties mutually agree.

6. **ACCEPTANCE.** On the date that the COUNTY begins providing services at the Premises, the Premises shall be in good condition. COUNTY commencing services on the Premises on the effective date shall constitute COUNTY's acknowledgment that, to the best of their knowledge, the Premises is in good condition.

7. **USE.** COUNTY shall use the Premises and shall not use it in any manner that will constitute waste or nuisance.

8. **MAINTENANCE.**

- a. CITY will provide, at CITY's expense, all ongoing maintenance, preventative maintenance, repair, and upkeep of the Premises, including, but not limited to, the parking areas, sidewalks, grounds, building and improvements, and equipment and fixtures attached thereto.

b. CITY will be responsible for complying with all codes or laws requiring alterations, maintenance or restoration of the Premises and parking areas during the term of the AGREEMENT, at no cost to COUNTY, including all ADA Standards for Accessible Design requirements and codes requiring fire extinguishers or other fire suppression equipment and related signage.

c. CITY will be responsible for cleaning the restrooms. COUNTY will be responsible for any cleaning or sanitization of rooms used, waiting rooms, and door handles.

d. In case of emergency the parties will take immediate steps to protect persons and property, consistent with their respective roles and responsibilities under this AGREEMENT. The CITY maintains responsibility to provide COUNTY with a facility that is fit for the purpose and intent of the AGREEMENT. If necessary repairs are brought to the CITY's attention by COUNTY, CITY will make repairs within the next ten (10) days. If the CITY does not take the necessary steps, COUNTY will have the right to repair and to be reimbursed by CITY.

9. **ALTERATIONS.** COUNTY shall not make any structural or exterior alterations to the Premises without CITY's or the California National Guard's consent; however, COUNTY shall have the right without cost to the CITY to make, with CITY's prior written consent, nonstructural alterations to the interior of the Premises that COUNTY requires in order to conduct its operations on the Premises, so long as those alterations are not prohibited by the terms and conditions of the CITY'S License Agreement with the California Military Department.

Upon termination of the AGREEMENT, if COUNTY is not then in default of any of the provisions of this AGREEMENT, COUNTY shall have the right to remove from the Premises immediately before the termination of the AGREEMENT, or within ten (10) days thereafter, any alterations COUNTY has made to the Premises, as long as the removal will not cause any structural

damage to the Premises, and COUNTY at its cost promptly restores any damage caused by the removal.

10. **UTILITIES.** CITY, in conjunction with the California National Guard, shall make all arrangements for, and pay for, all utilities and services furnished or to be used by COUNTY, including, without limitation, gas, electricity, water, sewer, trash, and for all connection charges, therefore. CITY and the California National Guard shall provide all fire extinguishers and related signs.

11. **INDEMNITY.** To the fullest extent permitted by law, CITY will hold harmless, defend and indemnify COUNTY and its officers, agents, volunteers, contractors, and employees from and against any liability, claims, actions, costs, damages, losses and expenses for injury, including without limitation, death of any person or damage to any property, including damage to animals; enforcement actions under California Prevailing Wage laws with respect to work done by CITY, or under other applicable statute or ordinance; or resulting from CITY's or CITY's agents', employees', contractors', or invitees' negligent or intentionally wrongful acts or omissions with respect to the Premises. CITY's obligation will continue beyond the expiration or termination of this Agreement as to any act or omission which occurred during the term of this AGREEMENT, or any renewal or holdover period. This indemnification provision will survive the termination of this AGREEMENT.

To the fullest extent permitted by law, COUNTY will hold harmless, defend and indemnify CITY and its officers, agents, volunteers, contractors, and employees from and against any liability, claims, actions, costs, damages, losses and expenses for injury, including without limitation, death of any person or damage to any property, including damage to animals; enforcement actions under California Prevailing Wage laws with respect to work done by COUNTY, or under other applicable statute or ordinance; or resulting from COUNTY's or COUNTY's agents', employees', contractors', or invitees' negligent or intentionally wrongful acts or omissions with

respect to the Premises. COUNTY's obligation will continue beyond the expiration or termination of this Agreement as to any act or omission which occurred during the term of this AGREEMENT, or any renewal or holdover period. This indemnification provision will survive the termination of this AGREEMENT.

12. **INSURANCE.** CITY acknowledges and agrees that COUNTY is a self-insured entity and waives any requirement that COUNTY procure and/or maintain insurance of any kind, including liability and/or fire/extended coverage insurance. COUNTY acknowledges and agrees that CITY is a self-insured entity and waives any requirement that CITY procure and/or maintain insurance of any kind, including liability and/or fire/extended coverage insurance.

13. **DESTRUCTION.** In the event the Premises, or the building in which the Premises is located, is totally or partially destroyed by fire, earthquake, flood, or other casualty so as to render such property unfit for occupancy, in whole or in part, and that if it should reasonably appear that CITY cannot or will not restore or repair the Premises within ten (10) days from the date of such damage, either party shall be entitled to terminate the Agreement by giving the other party notice in writing of intention to so terminate ten (5) days before the proposed date of termination.

14. **CONDEMNATION.** If, during the AGREEMENT Term, there is any taking by condemnation of all or part of the building, other improvements, or land of which the Premises are a part, or any interest in the AGREEMENT, the rights and obligations of the parties shall be determined as follows:

a. If the Premises are totally taken by condemnation, the AGREEMENT shall terminate on the date of the taking;

b. If any portion of the Premises is taken by condemnation the AGREEMENT shall remain in effect, except that COUNTY may elect to terminate the AGREEMENT by giving notice of same within five (5) days of the date of the taking.

15. **ASSIGNMENT.** COUNTY shall not assign or encumber its interest in the AGREEMENT, all or any part of the Premises, without the consent of CITY, which consent may be withheld at CITY's absolute discretion.

16. **SIGNS.** COUNTY may not install, or permit any other person to install, any sign, awning, canopy, marquee or other advertising on any exterior wall, door, or window on the Premises.

17. **PARTIES'S ENTRY ON PREMISES.** The parties and their authorized representatives shall have the right to enter the Premises at all reasonable times.

18. **REMOVAL OF PERSONAL PROPERTY.** On expiration or other termination of the AGREEMENT, COUNTY shall remove all its personal property and shall perform all restoration made necessary by the removal of any alterations, fixtures, or signs.

19. **TERMINATION.** Either party may terminate this Agreement for cause upon fifteen (15) days' prior written notice to the other party. For purposes of this section, "cause" shall be defined as the failure of either party to remedy any material breach of the AGREEMENT within three (3) days' written notice of the breach. No material breach will be found for issues that this contract already provides a remedy for, so long as those remedies are timely undertaken.

COUNTY, may immediately terminate this Agreement upon written notice should the expenses associated with the Services be deemed to be non-reimbursable by the Federal Government or California State Government, as COUNTY will not be able to fund the scope of the Services considered in this Agreement without Federal or State reimbursement. Written notice of such determination of non-reimbursability shall be communicated by COUNTY to CITY as soon as possible.

COUNTY may immediately terminate this Agreement upon written notice should operational support from CDSS or the American Red Cross ceases, as COUNTY will not be able to provide such support on its own. This written notice shall be communicated by COUNTY to CITY as soon as possible.

COUNTY, as required by the Federal Emergency Management Agency ("FEMA") contract provisions, may terminate this Agreement without cause and shall provide CITY with seven (7) days written notice of the termination of this Agreement without cause.

20. **SUCCESSORS.** This Agreement shall be binding on, and inure to, the benefit of the parties, their successors and assigns, except as otherwise limited by this Agreement.

21. **NOTICE.** Any notice, demand, request, consent, approval or other communication required or permitted under this Agreement shall be in writing and must be either delivered in person or sent by certified mail, postage prepaid, to the follow addresses:

COUNTY: Board of Supervisors
County of Tulare Administration Building
2800 W. Burrel
Visalia, CA 93291
w/Copy to: Tulare County Office of Emergency Services
Attn: Andrew Lockman
5957 S. Mooney Blvd.
Visalia, CA 93277

CITY: John Lollis
291 N Main St,
Porterville, CA 93257

Notice shall be deemed communicated four (4) days from the time of mailing as provided in this section.

22. **ACCESS TO RECORDS.** The following access to records requirements apply to this AGREEMENT: a. The parties agree to provide each other, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to

any books, documents, papers, and records of the CITY and COUNTY which are directly pertinent to this AGREEMENT for the purposes of making audits, examinations, excerpts, and transcriptions.

b. The CITY agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

c. The CITY agrees to provide the FEMA Administrator, or their authorized representatives, access to the Premises or other sites pertaining the scope of this AGREEMENT.

d. In compliance with the Disaster Recovery Act of 2018, the COUNTY and the CITY acknowledge and agree that no language in this AGREEMENT is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

23. DEBARMENT AND SUSPENSION. CITY certifies, by entering into this AGREEMENT, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from entering into this AGREEMENT by any federal agency or by any department, agency or political subdivision of the State of California. The term "principal" for purposes of this Contract means an officer, director, owner, partner, key employee, or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of CITY. The CITY also further certifies that it has verified the suspension and debarment status for all sub-contractors receiving funds under this AGREEMENT and is solely responsible for any paybacks and or penalties that might arise from non-compliance.

24. CHANGES. CITY and COUNTY, together the "Parties" agree that any changes made to this AGREEMENT must be formal written Agreement in the form of a Change Order to this AGREEMENT. Any Change Order must be submitted by the requesting party by at least seven

(7) days written notice to the other Party. Both the CITY and COUNTY must agree, in writing, to any changes to this AGREEMENT.

25. DEPARTMENT OF HOMELAND SECURITY SEALS/LOGOS. The CITY shall not use the Department of Homeland Security ("DHS") seal(s), logos, crests, or reproduction of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

26. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS. CITY acknowledges that FEMA financial assistance will be used to fund all or a portion of the AGREEMENT. CITY shall comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

27. NO OBLIGATION BY FEDERAL GOVERNMENT. The Federal Government is not a party to this AGREEMENT and is not subject to any obligation or liabilities to the COUNTY, CITY, or any other party pertaining to any matter resulting from this AGREEMENT.

28. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. CITY acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statement) applies to the CITY's actions pertaining to this AGREEMENT.

29. DISASTER SERVICE WORKERS. Emergency management personnel provided under this AGREEMENT are public employees, who during disaster situations, are declared under California Government Code section 3100, to be Disaster Service Workers. Work-related injuries will be handled by providing agency/jurisdiction under Worker's Compensation. Emergency management personnel must immediately report any injury suffered while deployed, to their assigned supervisor and home agency. Further, emergency management personnel provided by the CITY under this Agreement are Disaster Service Workers and employees of the CITY, and as such are provided the immunities, protections, and benefits of Disaster Service Workers, as provided in the California Emergency Services Act and other applicable law. Each

party shall defend, indemnify, and hold the other party, its officials, officers, employees, agents, and volunteers, harmless from and against any and all liability, loss, expense (including reasonable attorney's fees), or claims for injury or damage arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damage are caused by or result from the negligent or intentional acts or omissions of the indemnifying party, its officials, officers, employees, agents, or volunteers.

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

31. **INTEGRATION.** This instrument contains all the Agreements of the parties relating to the Premises and cannot be modified or amended except by a subsequent Agreement in writing.

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

33. **GOVERNING LAW.** This Agreement will be interpreted and governed under the laws of the State of California without reference to California conflicts of law principles.

34. **HEADINGS.** Paragraph headings are provided for organizational purposes only and do not in any manner affect the scope, meaning or intent of the provisions under the headings.

35. **INTERPRETATION.** This Agreement reflects the contributions of both parties and accordingly the provisions of Civil Code Section 1654 shall not apply to address and interpret any uncertainty.

36. CONFLICT WITH LAWS OR REGULATIONS; SEVERABILITY. This Agreement is subject to all applicable laws and regulations. If any provision of this Agreement is found by any court or other legal authority, or is agreed by the parties, to be in conflict with any code or regulation governing its subject, the conflicting provision will be considered null and void. If the effect of nullifying any conflicting provision is such that a material benefit of the Agreement to either party is lost, the Agreement may be terminated at the option of the affected party. In all other cases the remainder of the Agreement will continue in full force and effect.

37. AUTHORITY. Each person executing this Agreement on behalf of a party represents and warrants that such person is duly and validly authorized to do so on behalf of the entity it purports to bind, and if such party is a partnership, corporation or trustee, that such partnership, corporation or trustee has full right to enter into this Agreement and perform all of its obligations hereunder.

38. COUNTERPARTS. This Parties to this AGREEMENT may sign this AGREEMENT in counterparts, each of which is an original and all of which taken together form one single document. The counterparts of this AGREEMENT may be executed and delivered by facsimile or other electronic signature (including portable document format) by the Parties and the receiving Party may rely on the receipt of such document so executed and delivered

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electronically or by facsimile as if the original had been received.

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

Date: _____

CITY OF PORTERVILLE

By: _____

John Lollis

City Manager

Approved as to form:

City Attorney

By: _____

**COUNTY
COUNTY OF TULARE**

By: _____

Jason T. Britt

Tulare County Emergency Services Director

Approved as to form:

County Counsel

By: A. Zahseen

Matter No. 2023359



Office of Emergency Services

5957 South Mooney Boulevard, Visalia, California 93277
(559) 624-7495 Telephone (559) 737-4692 Facsimile

April 14, 2023

Ms. Nancy Ward
Director, Governor's Office of Emergency Services
3650 Schriever Avenue
Mather, CA 95655

Dear Director Ward,

Tulare County appreciates the Office of Emergency Services' tireless work to support the response to and recovery from DR-4699 in our County and the surrounding region. Specifically, your negotiation of an ongoing incident period and the expeditious approval of individual assistance programs have been particularly valuable to the affected communities as we continue to recover from storm damages, repair distressed and weakened waterways, and prepare for the impending historic snowmelt runoff.

As current snow moisture content in local watersheds is estimated at over 300% of the historical average, total inflows to local reservoirs through April and July are expected to exceed three times the reservoir capacity. Local reservoir and waterway operators continue to aggressively release water at or near full capacity to make space for the anticipated inflows and prevent a return to spillway flows, while balancing needs of downstream operators to conduct emergency repairs. As a result, a number of homes, agricultural properties, and public spaces remain inundated with floodwater, and more homes may be affected because of the new snowmelt conditions. Specifically, we anticipate similar or worse conditions as a result of the snowmelt.

Tulare County is concerned that current sheltering for individuals affected by inundation and/or evacuation orders, including previously displaced individuals who remain under an evacuation order, may be limited in duration, especially during the current intervening period between storm and snowmelt-induced flooding incidents within the disaster.

Tulare County has entered into an agreement with the City of Porterville to maintain the last remaining emergency evacuation shelter site in the County. The California Department of Social Services and Volunteer Emergency Services Team have pledged support to provide staff and services for only two weeks at this shelter. Forty Tulare County residents who have been displaced due to flood activities are staying at this site. Because the support from CDSS and VEST is limited, the County is concerned that it may not be able to continually fund and staff the ongoing shelter projects. Our concern is the ongoing financial and logistical burden to the County and the incorporated cities therein.

As we are sure that you are aware, emergency protective measures, flood control activities, and damage assessments are being conducted because of the flood conditions in Tulare County. These efforts go hand-in-hand with ensuring that County residents are safe,



Office of Emergency Services

5957 South Mooney Boulevard, Visalia, California 93277
(559) 624-7495 Telephone (559) 737-4692 Facsimile

fed, and warm. The State's cooperation in keeping funding and support from the Department of Social Services and VEST beyond the initial two weeks available for emergency sheltering of Tulare County Residents is vital. Your support in ensuring ongoing funding and logistical support for these critical emergency protective measures is greatly appreciated.

Sincerely,

A handwritten signature in black ink, reading "Andrew Lockman".

Andrew Lockman
Office of Emergency Services Manager



LICENSE NUMBER	1221
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LICENSE TO USE STATE MILITARY PROPERTY

BETWEEN

CALIFORNIA MILITARY DEPARTMENT

AND

The City of Porterville

FOR

USE OF READINESS CENTER IMPROVEMENTS AND GROUNDS

This AGREEMENT, dated for reference the 10th day of April 2023, by and between the California Military Department (CMD), hereinafter called STATE, and the City of Porterville, 291 North Main Street, Porterville, CA 93257, hereinafter called LICENSEE, without distinction as to number or gender, and effective upon execution by STATE. STATE and LICENSEE are sometimes referred to individually as a "party" or collectively as the "parties".

RECITALS

WHEREAS, the STATE has under its jurisdiction, certain real property known as the Porterville armory, located at 29 N. Plano St. Porterville, CA 93257, hereinafter called PREMISES, identified in **Exhibit "B"**, consisting of one (1) page and attached hereto and incorporated herein by this reference.; and,

WHEREAS, it is essential that STATE have a secure facility and surrounding grounds; and,

WHEREAS, PREMISES may be made available to meet the needs of the local civil authority when not required to meet immediate operational requirements;

NOW THEREFORE, STATE and LICENSEE agree as follows:

WITNESSETH

I.

GENERAL PROVISIONS

1. AGREEMENT is for non-exclusive weekday or weekend use throughout the license term.
2. Upon declaration of emergency by the STATE or federal government, STATE reserves the right to reoccupy PREMISES, including all parking areas, with twenty-four (24) hours written or electronic (voice or email) notice to LICENSEE at the notification address/number below in Section III; "Notification".

3. LICENSEE shall comply with all applicable statutes, laws, ordinances and rules or regulations adopted by the Federal, State or any City, City and County, County or other body politic pertaining to use of said premises or any provisions of the License.
4. LICENSEE shall comply with such reasonable rules and regulations as may be prescribed by STATE for the reasonable use and occupation of State Facilities.
5. LICENSEE understands and agrees the California Legislature may impose additional restrictions, limitations or conditions affecting AGREEMENT provisions or terms; however, any such changes become effective no sooner than 30 days after the legislature has acted.
6. This agreement shall not be assigned or sublet or otherwise encumbered, in whole or in part, without STATE'S prior written consent.
7. STATE infrastructure shall supply PREMISES with utilities, but LICENSEE will transfer utility accounts into its name for payment: electric, sewer, water, refuse collection.
8. LICENSEE shall have use of the offices, storage areas, drill floor, latrines, showers, parking areas for placement of storage containers (if required), and kitchen counters solely for food preparation or distribution (no oven or stove top use). All food will be stored and surfaces cleaned on a daily basis when shelter operations are underway.
9. STATE is not responsible for losses or damage to personal property, equipment or materials of LICENSEE, its employees, agents or clients. LICENSEE shall report to STATE all losses immediately upon discovery.
10. LICENSEE shall not drive any nails, tacks, pins or other objects into the walls, ceilings, partitions, windows, woodwork, or any other part of PREMISES, nor in any manner move or change any fixture, nor make any alterations to PREMISES without STATE'S prior written consent.
11. Upon completion of use, LICENSEE shall remove all decorations, display, signs, and equipment on PREMISES.
12. Upon license expiration, LICENSEE will surrender PREMISES to STATE with appurtenances and fixtures in good order, condition, and repair, reasonable use and wear thereof, or Acts of God excepted.
13. LICENSEE shall not permit any alcoholic beverage to be offered for sale, stored, given away or otherwise disposed or consumed on any part of PREMISES, nor shall LICENSEE permit any use of tobacco products on any part of PREMISES or within twenty (20) feet of entrances, doorways or opening windows, except in a sufficiently distanced controlled area under LICENSEE supervision.
14. LICENSEE acknowledges PREMISES may not be fully ADA compliant and agrees to implement or improve, at its sole cost and expense, those necessary compliance measures required for the duration of its use. Furthermore, LICENSEE agrees to provide any and all required temporary emergency lighting required by State, County or City laws or ordinances.

II.

AUTHORIZED ACTIVITIES

1. In order to provide a variety of health, medical or other services to homeless citizens, LICENSEE may provide on-site program management through either LICENSEE employees, agents, volunteers or contracted services.
2. The armory facility will be available twenty-four (24) hours each day unless otherwise amended in writing by the STATE.
3. LICENSEE is solely responsible for protecting employees, patrons, agents, clients, or invitees from acts of third parties, and agrees to notify STATE and appropriate law enforcement agencies as required.
4. LICENSEE agrees to maintain PREMISES in a clean and habitable condition, which includes exterior landscape maintenance and removal of all litter, trash, cans, bottles, etc. from the site not less than once per day.
5. Any damage to PREMISES will be inspected by STATE representatives (CMD Area Coordinator) and LICENSEE to determine the character and extent of damage (with photographs). Repairs should be completed within twenty-four (24) hours if an emergency or seventy-two (72) hours if urgent.
6. The STATE Area Coordinator will contract for necessary repair or restoration services using appropriate state or federal guidance, while coordinating and collaborating closely with LICENSEE. LICENSEE may not undertake repairs or restoration using its own forces or contract services without the prior written consent of STATE'S Area Coordinator.
7. Within thirty (30) days of being presented a demand (invoice) for payment, LICENSEE shall make STATE whole for the cost of repairing or restoring any improvement or utility damaged as a result of PREMISES use.
8. If significant plumbing issues occur due to continued actions of clients, LICENSEE will provide portable latrines, at its sole cost and expense, for the duration of the contract.
9. LICENSEE shall take all necessary steps to ensure clients do not constitute a nuisance in the immediate vicinity of the facility during hours of operation. If at any time the STATE is dissatisfied with the LICENSEE efforts, the LICENSEE and STATE shall meet to explore means and methods of compliance.
10. LICENSEE shall supply consumable sanitary items and paper products, which include, but not limited to: cleaning/sanitizing supplies and equipment, liquid soap, paper towels, and toilet paper. If requested (necessary), the County Health Department shall provide periodic health screenings and consultation on issues pertaining to sanitation
11. Pets of clients occupying PREMISES or participating in provided services are prohibited inside the PREMISES, with the exception of those meeting the definition of "service animal" in Section XV below.
12. LICENSEE shall ensure clients provide valid vehicle registration and insurance BEFORE parking their vehicle in PREMISES parking area.
13. Vehicles parked on PREMISES without appropriate approval shall be towed away by STATE's order and at LICENSEE's risk and expense.

III.

NOTIFICATION

All notices or other communications required or permitted hereunder shall be in writing, and shall be personally delivered (including by means of professional messenger service) or sent by overnight courier, or sent by registered or certified mail, postage prepaid, return receipt requested to the addresses set forth below. All such notices or other communications shall be deemed received upon the earlier of (i) if personally delivered or sent by overnight courier, the date of delivery to the address of the person to receive such notice, (ii) if mailed as provided above, on the date of receipt or rejection, when received by the other party if received Monday through Friday between 6:00 a.m. and 5:00 p.m. Pacific Standard Time, so long as such day is not a State or Federal holiday and otherwise on the next day provided that if the next day is Saturday, Sunday, or a state or federal holiday, such notice shall be effective on the following business day.

To LICENSEE:

City of Porterville
Attn: City Manager
291 North Main Street
Porterville, CA 93257
(559) 782-7466

To STATE:

California Military Department
9800 Goethe Road, Box 18
Sacramento, CA 95826
(916) 854-3788

PROGRAM MANAGER:

SSG Monica Estrada
(916) 541-8160

Notice of change of address or telephone number shall be given by written notice in the manner described in this section. LICENSEE is obligated to notice State offices listed above and the failure to provide notice to do so shall constitute a lack of notice. Nothing contained herein shall preclude the giving of any such notice by personal service.

IV.

INSURANCE REQUIREMENTS

LICENSEE is a public entity, which is self-insured and will be responsible for any damage caused to PREMISES. Additionally, LICENSEE shall indemnify STATE against any injuries caused by use of PREMISES. LICENSEE has furnished the necessary Certificate of Self-Insurance, **Exhibit "D"** attached hereto and incorporated herein by this reference, demonstrating the required insurance coverage will be in effect during the complete term of AGREEMENT, and shall include, but not be limited to:

- Combined single limit liability of \$2,000,000, or
- Special event coverage with a limit of \$2,000,000, and
- A statement naming the United States, State of California, its officers, agents, employees, and servants as additional insured, but only with respect to the activities of the named insured.

V.

HOLD HARMLESS INDEMNIFICATION

The PREMISES are provided in "AS-IS" and "WITH ALL FAULTS" condition, and STATE and its employees, representatives and agents disclaim all warranties, expressed or implied, regarding the PREMISES, including, but not limited to, all implied warranties of merchantability or fitness for a particular purpose or compliance with Applicable Law. LICENSEES acknowledges and agrees that STATE and its employees, representatives and agents have made no representations or warranties for the PREMISES, including, without limitation, any representations or warranties regarding, (a) the condition or repair of the PREMISES, (b) whether such PREMISES are sufficient for the purposes of LICENSEE, or (c) whether the PREMISES comply with Applicable Laws (as defined below), including without limitation the Americans with Disabilities Act (ADA) or other accessibility laws, (d) whether there are any facts or conditions affecting the PREMISES that might, individually or in the aggregate, interfere with the use or occupancy of the PREMISES or any portion thereof by LICENSEE.

The use of the PREMISES by LICENSEE shall be conclusive evidence that LICENSEE accepts the same "AS IS and WITH ALL FAULTS" and that the PREMISES are suited for the use intended by LICENSEE and are in good and satisfactory condition at the time such possession was taken. LICENSEE represents and warrants to STATE that (a) its sole intended use of the PREMISES is for temporary sheltering (the "Permitted Use") and (b) prior to using the PREMISES it has made such investigations as it deems appropriate with respect to the suitability of the PREMISES for its intended use and has determined that the PREMISES are suitable for such intended use.

LICENSEE shall comply with all applicable statutes, laws, ordinances and rules and regulations adopted by the Federal, State or any City, City and County, County or other body politic, including without limitation all building codes, the ADA or other accessibility laws ("Applicable Laws") and which pertains to use of the PREMISES or any provisions of the License, and will indemnify, defend and hold STATE free and harmless from and against any violations thereof and any and all liabilities, suits, causes of action, judgments, demands and claims for damages, including all reasonable costs of any litigation and attorney's fees and expenses, arising out or by reason of any such violation.

LICENSEE shall indemnify, defend and hold STATE its employees, representatives and agents free and harmless from and against any and all suits, causes of action, demands, proceedings, claims, damages, judgments, obligations liabilities, liens, fines, costs, and expenses (including, but not limited to, attorneys' fees and costs) (collectively "Losses") which arise from or are related to (a) use or occupancy of the PREMISES by LICENSEE or its Representatives, including, but not limited to, damage to property of any kind whatsoever and to whomsoever belonging, including LICENSEE, from any cause or causes whatsoever during the term of this License or any occupancy hereunder, holdover periods or any other occupancy of the PREMISES during the term of this License, except (i) those Losses that are ultimately determined by a court or administrative tribunal of competent jurisdiction to be caused by sole gross negligence of the STATE or its employees, or (ii) to the extent any such Losses are ultimately determined by a court or administrative tribunal of competent jurisdiction to be caused by the willful misconduct of the STATE or its employees; provided, however, any condition of the PREMISES that is found to be in violation of any Applicable Law by a court or administrative tribunal of competent jurisdiction shall not be deemed gross negligence or willful misconduct on the

part of the STATE or its employees; (b) breach of LICENSEE'S obligations under the AGREEMENT, (c) negligence or other wrongful act by LICENSEE or its Representatives, (d) violation of Applicable Law by LICENSEE or its Representatives, (e) any allegation that the PREMISES do not comply with Applicable Law. "Representatives" means LICENSEE'S agents, employees, representatives, contractors, or any other person or persons acting within the direct control or authority of such party or its agents, employees, representatives or contractors.

VI.

FEES

1. The use fee is waived based on Services in Kind as per California Army National Guard Regulation 210-2 paragraph 9.
2. Utility accounts will be transferred to LICENSEE, which will directly pay utility costs on an as-incurred basis.

VII.

TERM

License shall take effect no earlier than May 5, 2023 or upon execution by STATE, whichever is later, and shall expire no later than 0800 (8:00 A.M.) May 4, 2024.

VIII.

AMENDMENT AND TERMINATION

AGREEMENT cannot be amended or modified in any way except by a written AGREEMENT duly executed by STATE and LICENSEE. Any proposal for amendment or modification must be delivered for review and approval by the Chief, Realty Operations or her/his delegatee.

AGREEMENT may be terminated by either party upon 30 days' written notification to the other party at the addresses previously given in Section III; "Notification". Upon termination, the activities of the parties shall be governed by the applicable provisions of the Military and Veterans Code. STATE is not obligated to reimburse LICENSEE any fees should it terminate this AGREEMENT before reaching its full term.

IX.

ENTIRE AGREEMENT

AGREEMENT, along with any exhibits attached hereto, constitutes the entire covenant and understanding between STATE and LICENSEE for PREMISES. AGREEMENT supersedes all prior and contemporaneous routine activity agreements, representations or understandings, if any, whether oral or written.

X.

DURATION & RENEWAL

AGREEMENT shall remain in effect through the termination date and will not be extended, but may be renewed annually subsequent to renegotiation required to protect the parties.

XI.

RIGHT TO ENTER

During continuance in force of AGREEMENT, there shall be, and is hereby expressly reserved to STATE and to any of its contractors, agents, employees, representatives, or licensees, the right at any and all reasonable times, and any and all places to temporarily enter upon said PREMISES for inspection or other lawful STATE purposes.

XII.

ENVIRONMENTAL LAWS AND REGULATIONS

LICENSEE must comply with all applicable local, State or Federal environmental

provisions, requirements, ordinances, regulations or laws. AGREEMENT does not constitute any form of authorization, permit, or opinion with respect to the satisfaction thereof. LICENSEE agrees that it shall comply with all laws, federal, state, or local, existing during the term of this license pertaining to the use, storage, transportation, and disposal of any hazardous substance as that term is defined in such applicable law.

1. In the event STATE or any of its affiliates, successors, principals, employees, or agents should incur any liability, cost, or expense, including attorney's fees and costs, as a result of the LICENSEE'S illegal use, storage, transportation, or disposal of any hazardous substance, including any petroleum derivative, the LICENSEE shall indemnify, defend, and hold harmless any of these individuals against such liability.
2. Where the LICENSEE is found to be in breach of this Paragraph due to the issuance of a government order directing the LICENSEE to cease and desist any illegal action in connection with a hazardous substance, or to remediate a contaminated condition caused by the LICENSEE or any person acting under LICENSEE'S direct control and authority, LICENSEE shall be responsible for all costs and expenses of complying with such order, including any and all expenses imposed on or incurred by STATE in connection with or in response to such government order.

XIII.

DEFAULT

LICENSEE shall make all required payments to the STATE without deduction, default or delay. In the event of the failure of LICENSEE to do so, or in the event of a breach of any of the other terms, covenants or conditions herein contained on the part of LICENSEE to be kept and performed, and if such default continues for a period of thirty (30) days after receipt of written notice from STATE to LICENSEE of such default, this License may, at the STATE'S sole discretion, be terminated.

In the event of termination of this License, it shall be lawful for STATE to reenter into and upon the PREMISES and every part thereof and to remove and store at LICENSEE's expense all property therefrom and to repossess and occupy the PREMISES. In the event STATE terminates this License pursuant to this Paragraph, the STATE shall not be required to pay LICENSEE any sum or sums whatsoever.

XIV.

SERVICE ANIMALS

Service Animal Defined by Title II and Title III of the ADA: (from the ADA National Network)

Under Title II and III of the ADA, service animals are **limited to dogs** individually trained to do work or perform tasks for the benefit of an individual with a disability, including a physical, sensory, psychiatric, intellectual, or other mental disability.

Emotional support animals, comfort animals, and therapy dogs are not service animals under Title II and Title III of the ADA. Other species of animals, whether wild or domestic, trained or untrained, are not considered service animals either. The work or tasks performed by a service animal must be directly related to the individual's disability. A doctor's letter does not turn an animal into a service animal.

Examples of animals fitting the ADA's definition of "service animal" because they have been **specifically trained to perform a task for the person with a disability**:

Guide Dog or Seeing Eye® Dog¹ is a carefully trained dog that serves as a travel tool for persons who have severe visual impairments or are blind.

Hearing or Signal Dog is a dog that has been trained to alert a person who has a significant hearing loss or is deaf when a sound occurs, such as a knock on the door.

Psychiatric Service Dog is a dog that has been trained to perform tasks that assist individuals with disabilities to detect the onset of psychiatric episodes and lessen their effects.

SigDOG (sensory signal dogs or social signal dog) is a dog trained to assist a person with autism. The dog alerts the handler to distracting repetitive movements common among those with autism, allowing the person to stop the movement (e.g., hand flapping).

Seizure Response Dog is a dog trained to assist a person with a seizure disorder. The dog may stand guard over the person during a seizure or the dog may go for help. A few dogs have learned to predict a seizure and warn the person in advance to sit down or move to a safe place.

While Emotional Support Animals or Comfort Animals are often used as part of a medical treatment plan as therapy animals, **they are not considered service animals under the ADA**. These support animals provide companionship, relieve loneliness, and sometimes help with depression, anxiety, and certain phobias, but do not have special training to perform tasks that assist people with disabilities and are not covered by federal laws protecting the use of service animals.

A public facility is not allowed to ask for documentation or proof a dog has been certified, trained, or licensed as a service animal. Staff on site may ask the following questions:

1. Is the dog a service animal required because of a disability?
2. What work or task has the dog been trained to perform?

No further questions should be asked regarding the disability or the animal, nor is it permissible to ask that the dog perform the task that grants it to be a service animal.

CONCURRENCE

FOR THE ADJUTANT GENERAL



CITY OF PORTERVILLE

DATE: _____

DATE: 05/17/2023



FEMA

4699-DR-CA Amendment 006



English

Notice Date	July 10, 2023
--------------------	---------------

Billing Code 9111-23-P

DEPARTMENT OF HOMELAND SECURITY

Federal Emergency Management Agency

[Internal Agency Docket No. FEMA-4699-DR]

[Docket ID FEMA-2023-0001]

California; Amendment No. 6 to Notice of a Major Disaster Declaration

AGENCY: Federal Emergency Management Agency, DHS.

ACTION: Notice.

SUMMARY: This notice amends the notice of a major disaster declaration for the State of California (FEMA-4699-DR), dated April 3, 2023, and related determinations.

DATE: This amendment was issued July 14, 2023.

FOR FURTHER INFORMATION CONTACT: Dean Webster, Office of Response and Recovery, Federal Emergency Management Agency, 500 C Street, SW, Washington, DC 20472, (202) 646-2833.

SUPPLEMENTARY INFORMATION: Notice is hereby given that the incident period for this disaster is closed effective July 10, 2023.

The following Catalog of Federal Domestic Assistance Numbers (CFDA) are to be used for reporting and drawing funds: 97.030, Community Disaster Loans; 97.031, Cora Brown Fund; 97.032, Crisis Counseling; 97.033, Disaster Legal Services; 97.034, Disaster Unemployment Assistance (DUA); 97.046, Fire Management Assistance Grant; 97.048, Disaster Housing Assistance to Individuals and Households In Presidentially Declared Disaster Areas; 97.049, Presidentially Declared Disaster Assistance - Disaster Housing Operations for Individuals and Households; 97.050, Presidentially Declared Disaster Assistance to Individuals and Households - Other Needs; 97.036, Disaster Grants - Public Assistance (Presidentially Declared Disasters); 97.039, Hazard Mitigation Grant.

/s/

Deanne Criswell,

Administrator,

Federal Emergency Management Agency.

Last updated July 14, 2023

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**National
Terrorism
Advisory
System**

RESOLUTION NO. 15 -2023

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF PORTERVILLE AUTHORIZING THE APPROPRIATION OF FUNDS FROM THE
CATASTROPHIC / EMERGENCY RESERVE FOR THE COSTS ASSOCIATED
WITH THE RESPONSE TO THE LOCAL FLOOD EMERGENCY**

WHEREAS: Pursuant to Chapter 9 of the Porterville Municipal Code, Mayor Martha A. Flores declared the existence of a local emergency within the City of Porterville on March 13, 2023 due to the threat to life and property caused by a series of storms impacting Success Lake significantly increasing the Tule River flows; and

WHEREAS: Flood water and water from Success Lake had caused evacuation warnings and mandatory evacuation orders in the month of March for some local residents; and

WHEREAS: Historic water levels and flows of the Tule River have caused erosion to the river banks, prompting City staff to take extraordinary measures to protect the riverbanks and avoid potentially catastrophic flooding;

WHEREAS: The significant threat of local flooding emergency continues to exist with the estimated snow pack in the Sierra Nevada mountains of more than three hundred percent (300%) of normal and the potential for a warm storm or heat wave this Spring; and

WHEREAS: The City of Porterville Municipal Code Section 2-31.2, established the Catastrophic / Emergency Reserve Fund for the purpose of providing funds to mitigate costs associated with unforeseen emergencies, including natural disasters or catastrophic events;

NOW, THEREFORE, BE IT RESOLVED:

1. That the City Council of the City of Porterville make a finding that the local flood emergency is an unforeseen and unavoidable event that require the expenditure of City resources beyond those provided for in the annual budget; and
2. That the City Council of the City of Porterville does hereby approve and authorize the appropriation of funds from the Catastrophic / Emergency Reserve Fund for the costs associated with the response to the local emergency including personnel, equipment, services, and other necessary expenditures; and
3. That the City Council authorize the replacement of funds from any grant funds that may be used to reimburse said costs.

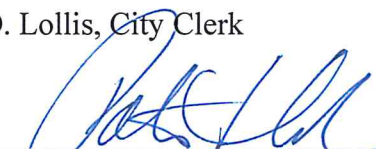
PASSED, APPROVED AND ADOPTED this 4th day of April, 2023.



Martha A. Flores, Mayor

ATTEST:

John D. Lollis, City Clerk

By: 

Patrice Hildreth, Chief Deputy City Clerk

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

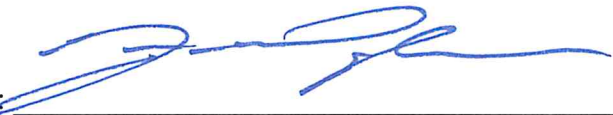
I, JOHN D. LOLLIS, the duly appointed City Clerk of the City of Porterville do hereby certify and declare that the foregoing is a full, true and correct copy of the resolution passed and adopted by the Council of the City of Porterville at a meeting of the Porterville City Council duly called and held on the 4th day of April, 2023.

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

Council:	FLORES	CARRILLO	WEYHRAUCH	BELTRAN	MEISTER
AYES:	X	X	X	X	X
NOES:					
ABSTAIN:					
ABSENT:					



JOHN D. LOLLIS, City Clerk

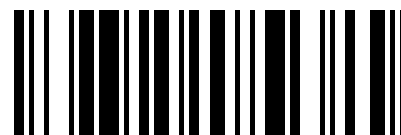
By: 
Fernando Gabriel-Moraga, Deputy City Clerk

Invoice

Calwen Inc. dba Rescue Source & Rescue 3 Intl

Calwen Inc. dba Rescue Source & Rescue 3
P.O. Box 1050
Wilton, CA 95693
Phone: 916-687-6556
Fax: 916-687-6717
Email: info@rescuesource.com

Order #	Date
131282	03/20/2023



Bill To:	Ship To:
PORTERVILLE FIRE DEPARTMENT 40 W CLEVELAND PORTERVILLE, CA 93257 Phone: 559-782-7526 Email: jrodriguez@ci.porterville.ca.us	PORTERVILLE FIRE DEPARTMENT 40 W CLEVELAND PORTERVILLE, CA 93257
Customer: PORTERVILLE FIRE DEPARTMENT	Contact: JANIE RODRIGUEZ PO Number: 23-22733

Sales Rep	Payment Terms	FOB Point	Carrier	Ship Service	Date Scheduled
MELISSA	NET 30	Origin	UPS Next Day Air		03/20/2023

Item #	Type	Number	Description	Unit Price	Qty Ordered	Total Price
1	Kit	KT2210	PFD TYPE V PACKAGE	\$250.00	20 ea	\$ 5,000.00
2	Sale	PF4026R	NRS 2022 RAPID RESCUER RED	\$0.00	20 ea	\$ 0.00
3	Sale	KN2556OR	NRS PILOT KNIFE ORANGE	\$0.00	20 ea	\$ 0.00
4	Sale	WH7905	WHISTLE-RESCUE 3 LOGO WITH COIL	\$0.00	20 ea	\$ 0.00
5	Sale	HL7050HVL/XL	RQ3 STORM PRO HELMET HI VIS LARGE/XLARGE	\$32.00	20 ea	\$ 640.00
6	Shipping	Freight	Freight Out	\$256.00	1 ea	\$ 256.00
7	Sale	Tax Expense	Tax Expense	\$521.70	1 ea	\$ 521.70

Subtotal:	\$6,417.70
Sales Tax:	\$0.00
Total:	\$6,417.70

Thank you for your order.
If you have any questions please call 800-457-3728
or e-mail info@rescuesource.com.

Royal Restrooms

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 it 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
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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
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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
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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
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Wednesday, January 3, 2024	29	0	3
Thursday, January 4, 2024	21	0	3
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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
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Monday, January 29, 2024	34	1	4
Tuesday, January 30, 2024	40	1	5
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Friday, February 9, 2024	37	0	5
Saturday, February 10, 2024	38	0	5
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Tuesday, February 13, 2024	38	0	5

Wednesday, February 14, 2024	37	0	5
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Thursday, February 22, 2024	39	0	5
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Sunday, February 25, 2024	38	0	5
Monday, February 26, 2024	37	0	5
Tuesday, February 27, 2024	41	0	5
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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
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Friday, March 8, 2024	37	0	9
Saturday, March 9, 2024	37	0	9
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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
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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
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Friday, April 19, 2024	29	0	9
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Thursday, May 2, 2024	26	0	9
Friday, May 3, 2024	29	0	9
Saturday, May 4, 2024	29	0	9
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Sunday, May 12, 2024	30	0	9
Monday, May 13, 2024	32	0	9
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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
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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
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Sunday, June 2, 2024	34	0	10
Monday, June 3, 2024	33	0	9
Tuesday, June 4, 2024	27	0	8
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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
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Saturday, June 15, 2024	34	0	8
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Tuesday, July 2, 2024	35	0	11
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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
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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
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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
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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
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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
Wednesday, September 11, 2024	22	0	3
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Sunday, September 15, 2024	38	0	4
Monday, September 16, 2024	33	0	4
Tuesday, September 17, 2024	34	0	4
Wednesday, September 18, 2024	30	0	3
Thursday, September 19, 2024	33	0	4
Friday, September 20, 2024	20	0	2
Saturday, September 21, 2024	21	0	2
Sunday, September 22, 2024	22	0	3
Monday, September 23, 2024	35	0	4
Tuesday, September 24, 2024	33	0	4
Wednesday, September 25, 2024	34	0	3
Thursday, September 26, 2024	30	0	3
Friday, September 27, 2024	27	0	3
Saturday, September 28, 2024	28	0	3
Sunday, September 29, 2024	29	0	3
Monday, September 30, 2024	33	0	3
Tuesday, October 1, 2024	31	0	3
Wednesday, October 2, 2024	40	0	4

Thursday, October 3, 2024	31	0	3
Friday, October 4, 2024	31	0	3
Saturday, October 5, 2024	30	0	3
Sunday, October 6, 2024	27	0	3
Monday, October 7, 2024	25	0	2
Tuesday, October 8, 2024	28	0	2
Wednesday, October 9, 2024	26	0	2



CITY COUNCIL AGENDA – OCTOBER 15, 2024

SUBJECT: Second Reading - Ordinance No. 1906, Amending the official City of Porterville Zoning Map

SOURCE: City Attorney

COMMENT: Ordinance No. 1906, An ordinance of the City Council of the City of Porterville, amending the official City of Porterville Zoning Map to Rezone Approximately 447 Acres (19 Parcels) within the proposed South of Tule River (SoTu) District Master Plan Area (Rezone 2024-001) to Residential Neighborhood (RN) Zone District consistent with the Porterville 2030 General Plan as amended, was given first reading on October 1, 2024, and has been printed.

RECOMMENDATION: That the City Council give Second Reading to Ordinance No. 1906, waive further reading, and adopt said Ordinance.

ATTACHMENTS: 1. Ordinance No. 1906

Appropriated/Funded:

Review By:

Department Director:
Yuliana Andrade, Administrative Services Director

Final Approver: Patrice Hildreth, City Manager

ORDINANCE NO. 1906

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE AMENDING THE OFFICIAL CITY OF PORTERVILLE ZONING MAP TO REZONE APPROXIMATELY 447 ACRES (19 PARCELS) WITHIN THE PROPOSED SOUTH OF TULE RIVER (SOTU) DISTRICT MASTER PLAN AREA (REZONE 2024-001) TO RESIDENTIAL NEIGHBORHOOD (RN) ZONE DISTRICT CONSISTENT WITH THE PORTERVILLE 2030 GENERAL PLAN AS AMENDED

WHEREAS: the City of Porterville has initiated the project known as the South of Tule River District Master Plan (“SoTu Master Plan”), a master plan, located on approximately 447.30 acres and 19 parcels (APNs 259-150-001, 259-030-011, -031, 259-270-004, 259-040-041, -044, -028, -027, -026, -025, -043, -042, -045, -046, -010, -039, 259-320-001, -002, and 259-370-058) directly southwest of city limits generally bound to the north by the Tule River, to the south by State Route 190, to the east by State Route 65, and to the west by Westwood Street (Plan Area); and

WHEREAS: the Plan Area is outside the city limits of Porterville but is located within Porterville’s General Planning Area, or “Urban Area Boundary,” and is pre-zoned by the City to RS-1 – Very Low Density Residential, RS-2 – Low Density Residential, CR – Retail Centers, and PK – Parks and Recreation, consistent with the Porterville 2030 General Plan; and

WHEREAS: the SoTu Master Plan proposes a mix of residential, employment, public uses, and open space uses intended to facilitate the development of the Plan Area as it transitions from agricultural and rural residential land into a new mixed-use, multi-modal district; and

WHEREAS: approval of Rezone 2024-001 would require approval of General Plan Amendment 2024-002 and Master Plan 2024-001 (adopting the Master Plan); and

WHEREAS: at its meeting on October 1, 2024, the City Council approved General Plan Amendment 2024-002, amending the 1) General Plan Land Use Map to change the planned land use designations of Plan Area allowing for varying uses at varying densities and intensities, and 2) the General Plan Circulation Map to include two (2) collectors, A Street and B Street, to connect the Neighborhood Center to Westwood Street and Newcomb Street; and

WHEREAS: Rezone 2024-001 would rezone the Plan Area to the RN – Residential Neighborhood District as shown in Exhibit A, which, according to the Porterville Municipal Code, is intended to implement the Neighborhood Centers shown in the General Plan Land Use Map and guide the design of new residential neighborhoods; and

WHEREAS: more specifically, the RN District is intended to create compact neighborhoods with a defined, mixed-use center including public open space, a school or other community facilities, and neighborhood commercial; create neighborhood centers with a mix of retail, civic, and service-oriented uses to support local transit and provide places for social interaction for neighborhood residents; create a street system that is well-aligned with and connected to streets in adjacent neighborhood and allows residents to walk, bike, or drive directly and safely to parks, schools, and neighborhood shopping via a continuous system of streets, sidewalks, and bike routes; and provide a variety of housing types, designs, and lot sizes to serve the range of household types and incomes in Porterville, and give each home individuality; and

WHEREAS: the City of Porterville, acting as the Lead Agency, prepared an Environmental Impact Report (EIR) (SCH #2024030738) for the SoTu Master Plan, and this related Rezone; and the project is in compliance with the California Environmental Quality Act (CEQA); and

WHEREAS: the EIR, the SoTu Master Plan, and the related Rezone and General Plan Amendment were distributed for public review and comment to various local agencies and groups, and public notice of this public hearing was given by mailed and published notice, in accordance with the applicable State and Municipal Codes and standard practices; and

WHEREAS: the City Council of the City of Porterville has completed its review of the Staff Report and documents submitted for the proposed project, evaluated the information contained in the environmental assessment, and considered testimony received as part of the public hearing process; and

NOW, THEREFORE, BE IT ORDAINED AS FOLLOWS by the City Council of the City of Porterville:

1. Recitals. The City Council hereby finds that all the facts set forth in the recitals above are true and correct and incorporated herein.
2. CEQA. Based on the testimony and information presented at its meeting on October 1, 2024, the City Council finds that the City previously prepared and certified the EIR for the South of Tule River District Master Plan. The EIR identified that the implementation of the project would require certain approvals, including approval of Rezone 2024-001. Rezone 2024-001 was included within the scope of the project and was environmentally assessed in the EIR. Rezone 2024-001 does not change the environmental assessment of the EIR. Further, the EIR was certified on October 1, 2024. The City Council further finds that no subsequent review is required under CEQA Guidelines Section 15162 since that time as no substantial changes have been

proposed in the project which will require major revisions of the previously certified EIR due to the involvement of new significant environmental effects. Likewise, no substantial changes have occurred since that time with respect to the circumstances under which the project is undertaken which will require major revisions of the EIR due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects. There is also no new information, which was not known and could not have been known at the time of the EIR that the project will have significant effects not discussed in the EIR. As such, the City Council finds Rezone 2024-001 has already been fully assessed in accordance with CEQA, no subsequent review is required under CEQA Guidelines Section 15162, and no further action or review is required under CEQA.

3. General Plan and Master Plan Consistency. The Rezone is consistent with the goals, policies, and objectives of the Porterville 2030 General Plan including Policy LU-G-1 to promote a sustainable, balanced land use pattern that responds to the existing needs and future needs of the City, Policy LU-G-9 to provide sufficient land with appropriate parcel sizes to support a full range of housing types and prices, and Policy LU-G-10 to foster viable, pedestrian-oriented neighborhood centers with vertically and horizontally mixed-use development. The Plan Area would be rezoned by the City of Porterville consistent with the City zoning as identified in the South of Tule River District Master Plan. Specifically, the Plan Area would be rezoned to the RN (Residential Neighborhood) District, intended to implement neighborhood centers as shown on the General Plan Land Use Map, and guide the design of new residential neighborhoods.
4. Rezone Approval: The City Council approves Rezone 2024-001 to rezone the Plan Area to RN (Residential Neighborhood) District. The City Council hereby amends the City of Porterville Zoning Map as illustrated in Exhibit A, "Zoning Maps," attached hereto and incorporated by reference. To the extent not already annexed, territory annexed to the City subject to Rezone 2024-001 shall be automatically added to the City of Porterville's Official Zoning Map. Such zoning classification shall become the effective zoning of the property at the same time that the annexation becomes effective.
5. Effective Date of Ordinance: The ordinance shall be in full force and effect thirty (30) days after its passage.

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INTRODUCED at a regular meeting on the 1st day of October, 2024 and **PASSED**,
APPROVED AND ADOPTED at a regular meeting of the City Council on the 15th day
of October, 2024.

Martha A. Flores, Mayor

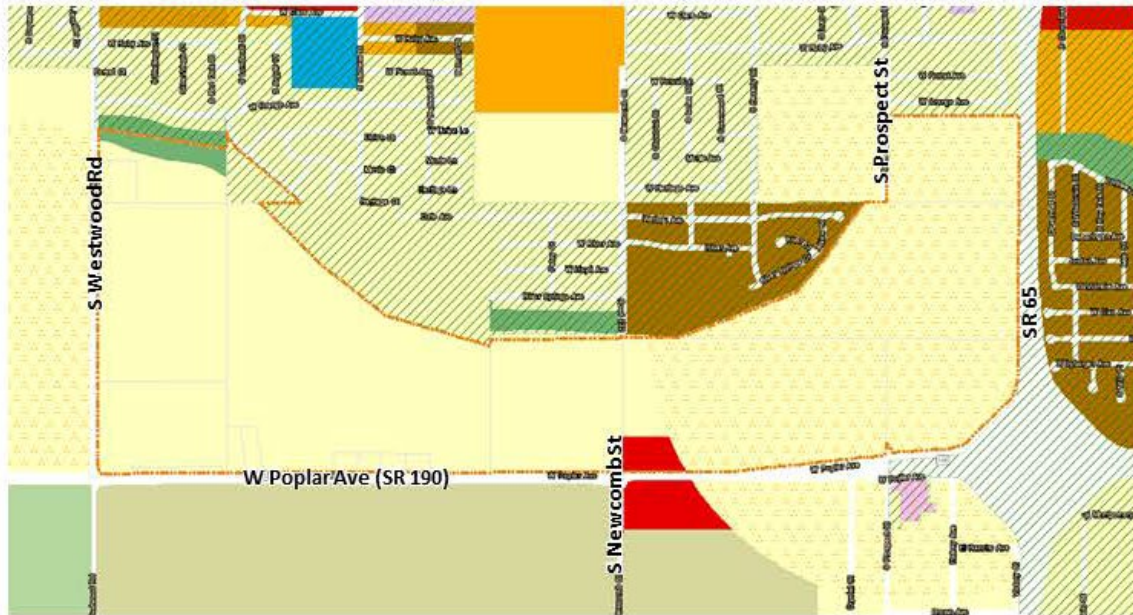
ATTEST:
Patrice Hildreth, City Clerk

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

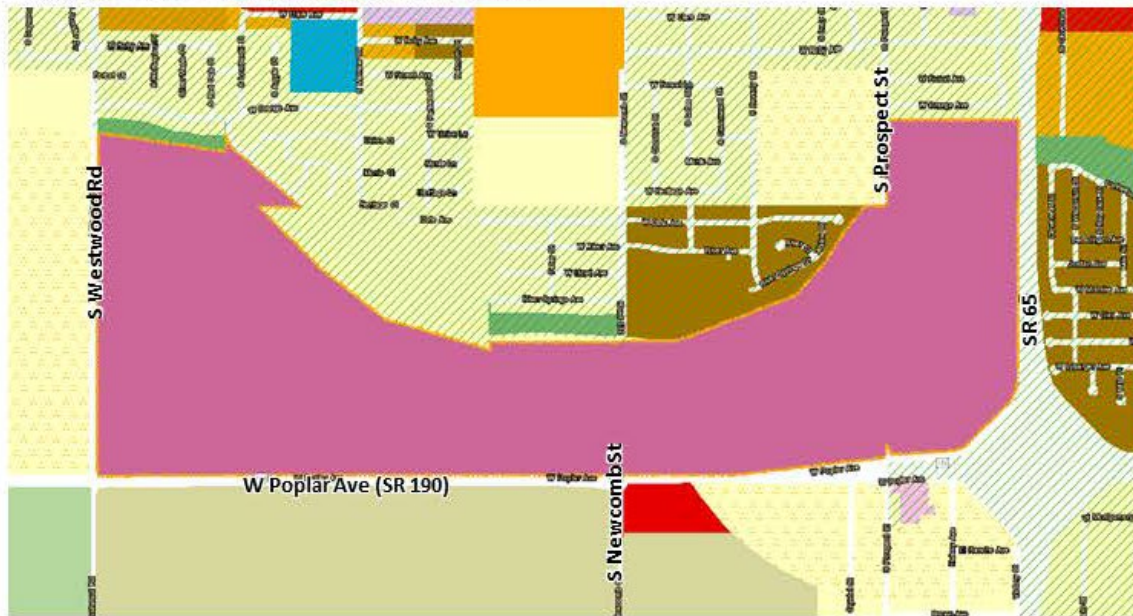
EXHIBIT A

Zoning Maps

City of Porterville Zoning District Map (Existing)



City of Porterville Zoning District Map (Proposed)



SoTu District	RM-3 - High Density Residential	PO - Professional Office
City of Porterville City Limits	PD - Planned Development	IP - Industrial Park
RR - Rural Residential	RN - Residential Neighborhood	PS - Public and Semi-Public
RS-1 - Very Low Density Residential	PK - Parks and Recreation	AC - Agricultural/Conservation
RS-2 - Low Density Residential	CR - Retail Centers	
RM-1 - Low Medium Density Residential	CG - General and Service Commercial	
RM-2 - Medium Density Residential		



CITY COUNCIL AGENDA – OCTOBER 15, 2024

SUBJECT: Second Reading - Ordinance No. 1907, Amending Series 200 and 300 of the Porterville Development Ordinance

SOURCE: City Attorney

COMMENT: Ordinance No. 1907, an Ordinance of the City Council of the City of Porterville Amending Series 200 and 300 of the Porterville Development Ordinance regarding the Employment Zone Districts IG (General Industrial) and IP (Industrial Park), was given first reading on October 1, 2024, and has been printed.

RECOMMENDATION: That the City Council give Second Reading to Ordinance No. 1907, waive further reading, and adopt said Ordinance.

ATTACHMENTS: 1. Ordinance No. 1907

Appropriated/Funded:

Review By:

Department Director:
Yuliana Andrade, Administrative Services Director

Final Approver: Patrice Hildreth, City Manager

ORDINANCE NO. 1907

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE AMENDING SERIES 200 AND 300 OF THE PORTERVILLE DEVELOPMENT ORDINANCE REGARDING THE EMPLOYMENT ZONE DISTRICTS IG (GENERAL INDUSTRIAL) AND IP (INDUSTRIAL PARK)

WHEREAS: On October 1, 2024 the City Council at its regularly scheduled meeting held a public hearing to consider amendments to the Porterville Development Ordinance; and

WHEREAS: Pursuant to State and local environmental regulations, the proposed modifications serve to provide greater clarity to uses as identified in the Porterville 2030 General Plan, and the proposed ordinance is an implementation measure of the policies, goals, and objectives of the Plan. The Environmental Coordinator made a determination on the basis of substantial evidence that, since the amendment would not result in a new type of permitted use or in uses containing a greater floor area than already permissible, it can be shown with certainty that there is no possibility that the proposed text amendment could have a significant effect on the environment.

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

SECTION 1: Table 204.02, Land Use Regulations – Employment Districts, of Section 204.02 of Series 300 of Chapter 21 of the Porterville Municipal Code is hereby amended as follows:

Use Classification	PO	IP	IG	IA	Additional Regulations
Public and semi-public uses:					
Colleges and trade schools, public or private	C	P	-	-	
Correctional facility	-	P	P	-	
Cultural institutions	P	-	-	-	
Day care centers	P	P(1)	-	-	
Elderly and long-term care	P	-	-	-	
Instructional services	P	P	-	P	
Residential care facilities, general	C	-	-	-	Section 301.15 , “Residential Care Facilities, General”
Schools, public or private	P	-	-	-	
Commercial uses:					
Aircraft sales, services, and storage	-	-	-	P	
Animal care, sales and services:	See sub-classifications below				
Kennels	-	M	M	-	

Veterinary services	-	P	P	-	
Automobile/vehicle sales and services:	See sub-classifications below				
Automobile/vehicle service and repair, major	-	P	P	-	Section 301.04 , "Automobile/Vehicle Service And Repair"
Automobile/vehicle service and repair, minor	-	P	P	-	Section 301.04 , "Automobile/Vehicle Service And Repair"
Automobile/vehicle washing	-	P	P	-	Section 301.05 , "Auto Service Stations And Car Washing"
Large vehicle and equipment sales, service, and rental	-	C	P	-	
Service station	-	C	C	-	Section 301.05 , "Auto Service Stations And Car Washing"
Towing and impound	-	C	P	-	Section 300.09 , "Outdoor Storage"
Banks and financial institutions:	See sub-classifications below				
Banks and credit unions	P	P(1)	P(1)	P(1)	
Check cashing businesses	P	-	-	-	
Building materials and services	-	P	P	-	
Business services	P	P(1)	P(1)	-	
Cannabis dispensary	-	-	-	P	Municipal Code chapter 15, article VII
Commercial entertainment and recreation:	See sub-classifications below				
Large-scale	-	C	C	C	Section 301.02 , "Alcoholic Beverage Sales"
Small scale	-	C	-	-	Section 301.02 , "Alcoholic Beverage Sales"
Eating, drinking, and smoking establishments:	See sub-classifications below				
Coffee shops/cafes	P(2)	P(1)	P(1)	P	Section 300.08 , "Outdoor Seating"
Restaurants	P(2)	P(1)	P(1)	P	Sections 300.08 , "Outdoor Seating"; and 301.02 , "Alcoholic Beverage Sales"
Food and beverage retail sales	P(2)	P(1)	P(1)	-	Section 301.02 , "Alcoholic Beverage Sales"
Funeral parlors and mortuaries	-	P	P	-	
Hotels and motels	-	C	C	-	
Bed and breakfasts	P(10)	-	-	-	
Light fleet-based services	-	P	P	-	

Maintenance and repair services	-	P	P	-	
Medical facilities:	See sub-classifications below				
Hospital	P	C	-	-	
Medical clinic	P	C	-	-	
Professional/medical	P	C	-	-	
Offices:	See sub-classifications below				
General offices	P	P	P	P	
Walk-in clientele	P	-	-	-	
Parking, public or private	P(3)	P	P	-	
Personal services	P	P(1)	-	-	
Retail sales	P(2)	P(2)	P(2)	-	
Salvage and wrecking:	-	C	C	C	Section 300.09 , "Outdoor Storage"
Salvage and wrecking conducted wholly within a building	-	P	P	P	Section 300.09 , "Outdoor Storage"
Sexually oriented business	-	P	P	-	Section 301.17 , "Sexually Oriented Businesses"
Wholesaling and distribution	-	P	P	P	
Industrial uses:					
Construction and material yards	-	P	P	-	Section 300.09 , "Outdoor Storage"
Handicraft/custom manufacturing	-	P	P	P	
Industry, general:	-	P	P	P	
Alcohol manufacture	-	C(4)	C	-	
Hazardous waste management facilities	-	C(6)	C	-	
Manufacture, processing, or treatment of materials which may be obnoxious, offensive or hazardous to health and safety of persons and property	-	-	C	-	
Industry, limited	-	P	P	P	
Recycling facilities:	See sub-classifications below				
Recycling collection facility	-	-	P	-	Section 301.14 , "Recycling Facilities"
Recycling processing facility	-	-	P	-	Section 301.14 , "Recycling Facilities"
Warehousing and storage:	See sub-classifications below				
Chemical, mineral, and explosives storage	-	C	C	C	
Indoor warehousing and storage	-	P	P	P	

Personal storage	-	P	P	P	Section 301.13 , “Personal Storage Facilities”
Transportation, communication, and utilities uses:					
Communication facilities:	See sub-classifications below				
Antenna and transmission towers, camouflage facilities	P(7)	P(7)	P(7)	P(7)	Section 301.20 , “Telecommunication Facilities”
Antenna and transmission towers, non-camouflage facilities	M(7)	M(7)	M(7)	M(7)	Section 301.20 , “Telecommunication Facilities”
Broadcasting facility	-	P	P	P	Section 301.20 , “Telecommunication Facilities”
Call center	P(2)	P	P	-	
Freight/truck terminals and warehouses	-	P	P	P	
Heliports	-	C	C	C	
Transportation passenger terminals	-	P	P	P	
Utilities, major:	-	P	P	P	
Renewable energy facility		C	C	C	
Solid waste collection, treatment, and disposal	-	-	P	C	
Utilities, minor	P	P	P	P	
Agricultural and extractive uses:					
Crop cultivation, commercial	M	P	P	M	Section 301.06 , “Crop Cultivation”
Crop cultivation, non-commercial	-	P	P	-	
Mining and quarrying	-	-	C(6)	-	
Other applicable types:					
Accessory uses and structures	P	P	P	P	Section 301.01 , “Accessory Uses And Structures”
Additional uses	-	-	-	P(9)	
Caretaker unit	-	P(8)	P(8)	-	
Nonconforming use	Chapter 307, “Nonconforming Uses, Structures, And Lots”				
Temporary use	Section 301.21 , “Temporary Uses”				

SECTION 2: Table 204.03 Development Standards – Employment Districts of Section 204.03 of Series 200 of Chapter 21 of the Porterville Municipal Code is hereby amended as follows:

TABLE 204.03: DEVELOPMENT STANDARDS—EMPLOYMENT DISTRICTS					
<i>Standard</i>	<i>PO</i>	<i>IP</i>	<i>IG</i>	<i>IA</i>	<i>Additional Standards</i>
Lot and Density Standards					
Minimum Lot Area (sq ft)	6,000	20,000	10,000	10,000	Section 204.03(a)
Minimum Lot Width (ft)	60	100	100	100	Section 204.03(a)
Minimum Lot Depth (ft)	75	100	75	75	Section 204.03(a)
Building Form and Location					
Maximum Height (ft)	50	75	75	35	Section 204.03(b); Section 300.06 Heights and Height Exceptions; Chapter 500 Airport Environs
Minimum Yards (ft)					
<i>Front</i>	10	25; 30 on highway	0; 30 on arterial, collector, or highway	20; 30 on highway	Section 300.01 Building Projections into Yards. <i>Personal Storage Facility: 15-foot setback on Arterial or Collector.</i>
<i>Interior Side</i>	5	0	0	10	Section 204.03(c); Section 300.01 Building Projections into Yards
<i>Street Side</i>	5(b)	25; 30 on highway	0; 30 on arterial, collector, or highway	10; 30 on highway	Section 204.03(d); Section 300.01 Building Projections into Yards. <i>Personal Storage Facility: 15-foot setback on Arterial or Collector.</i>
<i>Rear</i>	0	10	0	10	Section 204.03(b) and (c); Section 300.01 Building Projections into Yards
<i>Transitional – Street side</i>	15	15	15	15	Section 204.03(b) Transitional Standards
Maximum Floor Area Ratio	.50	.40	.60	.60	

SECTION 3: Section 301.13 of Article 301 of Series 300 of Chapter 21 of the Porterville Municipal Code is hereby amended to read as follows:

300.01 Personal Storage Facilities

Personal Storage Facilities shall be located, developed, and operated in compliance with the following standards:

- (a) **Business Activity.** All Personal Storage Facilities shall be limited to the storage of inactive items such as furniture and files. No retail, repair, or other commercial use shall be conducted out of the individual rental storage units. No activities other than rental of storage units and pick-up and deposit of storage shall be allowed on the premises. Examples of activities prohibited in said facilities include, but are not limited to the following:
- (1) Auctions, commercial wholesale or retail sales, or miscellaneous garage sales. Excepting auctions required by law to comply with lien sale requirements. During the course of said lien sales, customer vehicles shall not be allowed to obstruct travelways within the self-service storage facility.
 - (2) The servicing, repair, or fabrication of motor vehicles, boats, trailers, lawn mowers, appliances, or other similar equipment.
 - (3) The operation of power tools, spray-painting equipment, table saws, lathes, compressors, welding equipment, kilns, or other similar equipment.
 - (4) Any use that is noxious or offensive because of odors, dust, noise, fumes, or vibrations.
- (b) **Notice to Tenants.** As part of the rental process, the facility manager shall inform all tenants of conditions restricting storage of hazardous materials and limitation on the use of the storage units. These restrictions shall be included in rental contracts and posted at a conspicuous location within the front of each rental unit.
- (c) **Size Limitations.** Total lot coverage by any and all structures shall be limited to fifty (50) percent of the total lot area.
- (d) **Circulation.** Driveway aisles shall be a minimum of twenty (20) feet wide.
- (e) **Landscaping.** A landscaped buffer with a minimum inside dimension of six (6) feet shall be provided along the front and street property lines, except for vehicular circulation openings. Additional landscaping may be required where necessary to prevent visual impacts on adjacent properties. All landscaped areas shall be bound by a concrete curb at least six (6) inches wide and six (6) inches high and shall be permanently maintained in compliance with Chapter 303, Landscaping.
- (f) **Fencing.** A six (6)- ~~to seven (7)~~-foot high solid wall shall be provided around the perimeter of the development at locations where the solid facades of the storage structures do not provide a perimeter barrier. Such walls shall be composed of decorative block, concrete panels or similar materials and include architectural relief through variations in height, the use of architectural “caps”, columns, or similar measures. ***Except in cases where a property line of a personal storage facility abuts property zoned for residential use, a chain link fence with solid privacy slats may be substituted at the discretion of the zoning administrator.*** Block walls shall match the standard colors allowed in the City’s graffiti abatement program.

- (g) **Open Storage.** Open storage, outside an enclosed building, shall be limited to vehicles and trailers and screened from public view by building facades or solid fences.
- (h) **Outdoor Lighting.** All outdoor lights shall be shielded to direct light and glare only onto the personal storage premises and may be of sufficient intensity to discourage vandalism and theft. Said lighting and glare shall be deflected, shaded, and focused away from all adjoining property.
- (i) **Portable Storage Buildings.** Movable storage buildings shall be allowed if they are constructed to appear as conventional storage buildings or are located in an area completely screened from public view and adhere to all applicable building and fire codes.

This ordinance shall be in full force and effect thirty (30) days from and after its publication and passage.

PASSED, APPROVED, AND ADOPTED this 15th day of October, 2024.

Martha A. Flores, Mayor

ATTEST:
Patrice Hildreth, City Clerk

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



CITY COUNCIL AGENDA – OCTOBER 15, 2024

SUBJECT: Consideration of Appointments to the Animal Control Commission

SOURCE: Administrative Services

COMMENT:

The Animal Control Commission is an advisory body to the City Council on matters concerning animal control services within the city of Porterville. It is comprised of five (5) city residents representing a cross-section of the community who serve staggered four-year terms.

Two Commissioners on the Animal Control Commission have four-year terms that expired in September 2024:

- Lacie Goodlett
- Shawn Schwartzenberger

Commissioners Goodlett and Schwartzenberger have indicated their interest in continuing to serve on the Commission and have submitted a Request for Re-appointment for the Council's consideration.

RECOMMENDATION: That the City Council consider the reappointment requests of Lacie Goodlett and Shawn Schwartzenberger for terms expiring in September 2028.

ATTACHMENTS:

1. Request for Appointment - Shawn Schwartzenberger
2. Request for Appointment - Lacie Goodlett

Appropriated/Funded: N/A

Review By:

Department Director:
Yuliana Andrade, Administrative Services Director

Final Approver: Patrice Hildreth, City Manager



CITY OF PORTERVILLE REQUEST FOR APPOINTMENT



Please complete all blanks.

RECEIVED

SEP 24 2024

CITY OF PORTERVILLE
CITY CLERK'S OFFICE

Name: Shawn Schwartzenberger

(Please Print)

Appointment to: Animal Control Commission

(Name of Board, Commission, or Committee)

☒ Reappointment; or IF NEW, Please provide:

Street Address:

porterville, ca. 93257

Mailing Address:

Name of Business: Cafe Main St. 254

☒ Own

☐ Operate

Business Address:

254 n. main st

Porterville, ca. 93257

Telephone: Home

Work

FAX

E-mail

City of Porterville Resident:

☒ Yes

☐ No

Select District:

☒ 1 ☐ 2 ☐ 3

☐ 4 ☐ 5

Registered Voter:

☒ Yes

☐ No

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

just got on the commission and would love to continue

Please tell us why you are interested in this position.

have always been an advocate for all animal:

☐ Resume attached

☐ Letter of request attached

Submitted By: Shawn Schwartzenberger

09/24/2024

Date

Received by: Fernando

Forwarded to: City Clerk

☒

Date: 9/27/24

City Council

☐

Date: _____

Staff Liaison

☐

Date: _____

Tentative Council Mtg Date: 10/15/24



CITY OF PORTERVILLE REQUEST FOR APPOINTMENT



Please complete all blanks.

RECEIVED

SEP 30 2024

CITY OF PORTERVILLE
CITY CLERK'S OFFICE

Name: Lacie Goodlett
(Please Print)

Appointment to: Porterville Animal Control Commission
(Name of Board, Commission, or Committee)

☒ Reappointment; or IF NEW, Please provide:

Street Address:



Porterville, CA 93257

Mailing Address:

"

"

Name of Business:

☐ Own

☐ Operate

Business Address:

Telephone: Home



Work

FAX

E-mail



City of Porterville Resident:

☒ Yes

☐ No

Select District:

☐ 1 ☐ 2 ☐ 3

☐ 4 ☐ 5

Registered Voter:

☒ Yes

☐ No

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

Animal Rescuer / foster.

Please tell us why you are interested in this position.

I am interested because of my passion for
saving animals and giving them a chance
at a better life.

☐ Resume attached

☐ Letter of request attached

Submitted By: Lacie Goodlett

9/30/2024
Date

Received by: Fernando

Forwarded to: City Clerk

☒ Date: 9/30/24

City Council

☐ Date: _____

Staff Liaison

☐ Date: _____

Tentative Council Mtg Date: 10/15/24



CITY COUNCIL AGENDA – OCTOBER 15, 2024

SUBJECT: Consideration of Process for Selection of City Manager

SOURCE: City Manager's Office

COMMENT: With the upcoming retirement and contract expiration of current City Manager Patrice Hildreth in December, staff sought and was provided direction by the City Council to commence a recruitment for a successor City Manager. The direction consisted of the preparation and distribution in the September timeframe of a recruitment flyer; to set the annual salary range at \$200,000 - \$225,000; and to advertise the position widely, to include the job board of the National League of Cities, as well as in Cal Cities' online magazine Western Cities.

The recruitment commenced on September 12, 2024, with a posted closing date of Friday, October 11, 2024, at 4:00 P.M. At this time, staff seeks direction on how the City Council would like to proceed with the selection process, including interviews and timing.

Interview Process:

Executive level recruitments at the City generally follow a process that involves panel interviews comprised of a professional panel. The Council could opt to direct the City Manager to assemble a professional panel comprised of regional municipal administrators who would conduct initial interviews of the candidates and provide recommendations to the City Council. The City Council could then conduct applicant interviews in Closed Session to select the favored applicant, or to narrow the field for a subsequent interview. This is one option for the City Council to consider. As is standard practice, whichever process is selected, it would be administered by the Human Resources Division utilizing municipal industry standards to ensure neutrality and confidentiality.

Once an applicant is selected, a contract would then be negotiated with that applicant and the background investigation process would commence. Such negotiations with the applicant would take place at the direction of City Council through the City Attorney, who would draft the employment contract. Unlike the City Council Member vacancy appointment process, the hiring process of City employees is a confidential process as applicants and employees have privacy rights. Once negotiations with the applicant are finalized, and the background investigation is completed, the contract with the negotiated deal points would be prepared and placed on the City Council's Agenda for action in open session.

Timing:

Because a City Council election takes place on November 5, 2024, and a new City Council will be seated in early December, staff also seeks direction as to the timing of this process.

RECOMMENDATION: That the City Council consider and determine the selection process for hiring the successor City Manager and provide direction to staff.

ATTACHMENTS: 1. City Manager Flyer

Appropriated/Funded:

Review By:

Department Director:
Patrice Hildreth, City Manager

Final Approver: Patrice Hildreth, City Manager



CITY MANAGER





CITY OF PORTERVILLE - CITY MANAGER

Welcome to Porterville

Porterville is conveniently located in California's San Joaquin Valley, at the foothills of the California Sierra Nevada mountains. With a current population of 62,876, Porterville is a rapidly growing city in the Southern San Joaquin Valley. Located midway between San Francisco and Los Angeles, Porterville is an agricultural haven - the result of a warm climate and rich soil. A fertile blend of citrus, olives, fruit trees, field crops, cotton, vineyards, hay, and other agricultural products add a small-town touch to the bustling urban qualities of the full-service municipality.

Porterville, California is a city that delivers a full city experience without sacrificing a sense of belonging. Residents enjoy strong, well-established community traditions and civic organizations. Porterville is an enchanting, restful alternative to the hustle and bustle of big cities. Country charm mixed with a casual outdoor lifestyle makes Porterville an ideal place to live, work, and play.



62,876

Population

62%

Labor Force

18,925

Households

(53.63 % Owner occupied)

\$55,785

Median Household Income

\$246,900

Median Housing Value

The City Manager

The City Manager serves as Chief Executive Officer of the City. The City Manager advises the City Council on policy items impacting the community and the City organization. The City Manager appoints the City's department heads and is responsible for ensuring that city services are performed to the highest standard in accordance with Council policies. The City Manager is responsible for the submission of the City's budget and implementation in support of City Council goals. As the administrative head of the City, the City Manager is appointed by the City Council to enforce municipal law, direct the daily activities and operations of the City, and prepare and implement the City Budget.

Small Town Charm



Education/Experience Requirements

Five years of experience as a municipal administrator. A Bachelor's degree in business administration, public administration, or related field is required. A Master's degree in public administration or a related field is desirable.



Incentives

Longevity Pay: Receive \$5,000 every 5 years for your continuous employment.

Cell Phone Stipend and Vehicle Allowance are also available.

Education incentives include up to \$4,000 per year tuition reimbursement



Benefits

Retirement:

California Public Employee's Retirement System (PERS)

Deferred Compensation:

The Mission Square (formerly known as ICMA) Retirement Corporation or Strategic Retirement Advisors are available at the employee's option. Tier Two and Three are eligible for a deferred compensation match provided by the City.

Vacation:

Years 1-5: 104 hours/year
Years 6-10: 144 hours/year
Years 10-15: 162 hours/year
Years 15+: 184 hours/year

Annual Sick Leave: 96 hours.

Aflac: Voluntarily available.

Life Insurance:

City provides \$100,000 AD&D

Employee Assistance Program:

This benefit is provided to employees and their families at no cost to the employee.

Health Insurance:

The City of Porterville provides an excellent medical plan. Employees pay only **2%** of base salary for employee's own medical insurance. The City pays for the vision and dental insurance.



Competitive Salary

\$200,000 - \$225,000/ annually

Placement within the range is dependent on qualifications and experience.

Applications may be emailed to hr-div@ci.porterville.ca.us
Applications and evidence of qualifications are due by 4:00 pm, October 11, 2024.



291 N Main St
Porterville, CA 93257



ci.porterville.ca.us



559-782-7441



The City of Porterville is
an Equal Opportunity
Employer.