



**CITY COUNCIL AGENDA
CITY HALL, 291 N. MAIN STREET
PORTERVILLE, CALIFORNIA
FEBRUARY 18, 2025, 5:30 PM**

The City of Porterville provides access to view city council meetings electronically. Please note that this service is offered as a courtesy and may not always be accessible to the public. To ensure the opportunity to participate in public comments and scheduled public hearings, individuals must attend in person.

This meeting will be available for viewing via YouTube at
<https://www.youtube.com/@cityofporterville4149> ,

and via **Zoom** using the following information:
<https://us06web.zoom.us/j/88253624861?pwd=fJ4r07abPiF2UGo3Fd8NjHD8czyDI2.1>

Or via Telephone: +1 669 900 6833 Webinar ID: 882 5362 4861 Passcode: 820203

Please direct any questions to the Office of City Clerk at 559-782-7464.

Call to Order

Roll Call

ORAL COMMUNICATIONS

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

CITY COUNCIL CLOSED SESSION:

A. Closed Session Pursuant to:

- 1 - Government Code Section 54956.95 – Liability Claim: Claimant: Alexander Apolonio-Bernal. Agency claimed against: City of Porterville.
- 2 - Government Code Section 54956.9(d)(1) – Conference with Legal Counsel – Existing Litigation: Celina Boelter v. Ochoa, Carlos Jose, et al., Tulare County Superior Court Case No. VCU316725.
- 3 - Government Code Section 54956.9(d)(1) – Conference with Legal Counsel – Existing Litigation: Victoria Grayson v. Porterville Municipal Golf Course, et al., Tulare County Superior Court Case No. PCU313670.
- 4 - Government Code Section 54956.9(d) (3) – Conference with Legal Counsel – Anticipated Litigation – Significant Exposure to Litigation: Three cases in which facts are not yet known to potential plaintiffs.

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

6 - Government Code Section 54957 - Public Employee Appointment/Employment: Title: City Manager

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

Pledge of Allegiance Led by Council Member Green

Invocation

ORAL COMMUNICATIONS

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

REPORTS

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

- I. City Commission and Committee Meetings
 - 1. Parks & Leisure Services Commission - February 6, 2025
 - 2. Library & Literacy Commission - February 11, 2025
 - 3. Arts Commission - February 10, 2025
 - 4. Animal Control Commission
 - 5. Youth Commission - February 12, 2025
 - 6. Transactions and Use Tax Oversight Committee (TUTOC)
- II. Staff Informational Reports
 - 1. Wall of Fame
 - 2. Water Conservation Phase IV Status Update - January 2025
 - 3. Vacation of Seat on the Arts Commission

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 January 21, 2025, and February 4, 2025

Re: Considering approval of the City Council draft Minutes of January 21, 2025, and February 4, 2025.

2. Authorization to Renew the Web Hosting Contract with Revize

Re: Consideration to approve a 5-year agreement with Revize for the City website redesign and development at an annual cost of \$5,990.

3. Authorization to Execute Agreement - Permitting Software

Re: Consideration to authorize the Consultant Agreement with Granicus in the amount of \$123,143.11 for permitting software services.

4. Authorization to Distribute a Request for Proposals for Bus Stop Signs

Re: Consideration to authorize the distribution of a Request for Proposals (RFP) for the procurement of bus stop signs to enhance visibility, clarity, and durability across the City's transit system.

5. Authorization to Award Contract - Foundation and Drainage System Project for Future Draeger Prop Installation

Re: Consideration to award the Foundation and Drainage System Project for Future Draeger Prop Installation to Todd Companies in the amount of \$177,500.

6. Authorization to Apply for CalHome Grant

Re: Consideration of the submittal of an application for the 2024 Homeownership Super Notice of Funding Availability.

7. Permanent Local Housing Allocation (PLHA) Program Year 5 Funds Application

Re: Consideration to authorize the signing of the streamlined application for the 2023 Permanent Local Housing Allocation (PLHA) funding allocation for submittal to the California Department of Housing and Community Development (HCD).

8. Authorization to Execute Consultant Agreement - Construction Management and Inspection Services for the Community Center & Park Project

Re: Consideration to authorize the Consultant Agreement with 4Creeks, Inc. in the amount of \$2,168,695; for construction management and inspection services for the Community Center & Park Project located at Henderson Avenue and Fourth Street.

9. Approval for Community Civic Event - Summit Collegiate High School - Pi Day Pi K Fun Run - March 8, 2025

Re: Consideration to approve the Community Civic Event application submitted by Summit Collegiate High School to hold the "Pi Day Pi K Fun Run" event on Saturday, March 8, 2025, from 8:00 AM to 10:00 AM.

10. Status and Review of Declaration of Local Flood Emergency

Re: Review of the Declaration of Local Emergency made on March 13, 2023, concerning the significant weather event and impacts relative to flood event.

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

PUBLIC HEARINGS

11. Public Hearing to Consider Adjustments to Lease Rates and Approval of the Master Ground Lease Agreement, Airport Lease Policy, and Hangar Rental Agreement for the Porterville Municipal Airport

Re: A Public Hearing to consider adjustments to lease rates for properties at the Porterville Municipal Airport; and consider the approval of the Master Ground Lease Agreement and a Resolution to formally adopt the lease rate adjustments and authorize implementation.

SCHEDULED MATTERS

12. Authorization to Award Contract - Community Center and Park Project

Re: Consideration to award the Community Center and Park Project located at the southeast corner of Henderson Avenue and Fourth Street along the Santa Fe Byway Trail (formally known as Rails to Trails) to AMG & Associates, Inc of Santa Clarita, in the amount of \$16,875,000, plus a five percent (5%) contingency, an additional \$2,268,695 for construction management, surveying, quality control and inspection services, and an additional appropriation of Measure I funds in the amount of \$1,146,622 to fully fund the project.

13. Consideration of Appointment of City Council Representatives to Downtown Porterville Committee

Re: Consider appointing two City Council Members to serve on the Downtown Porterville Committee.

14. Proposed Budget Calendar for Fiscal Year 2025-2026 and Scheduling of Priority Projects Study Session

Re: Consideration to approve the proposed Budget Calendar and the scheduling of its Priority Projects Study Session in April in Council Chambers.

AB 1234 REPORTS

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

1. Eastern Tule Groundwater Sustainability Agency (ETGSA) - February 5, 2025
2. Local Initiatives Navigation Center Committee (LINC) - February 5, 2025

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 March 4, 2025, 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, requesting electronic

participation as an accommodation, 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 N. Main Street, Porterville, CA 93257, and on the City's website at www.ci.porterville.ca.us.



CITY COUNCIL AGENDA – FEBRUARY 18, 2025

SUBJECT: 1. Wall of Fame

SOURCE: Parks and Leisure Services

COMMENT: On an annual basis, the City of Porterville's Wall of Fame selections are announced. The Wall of Fame is a dedicated section of the east hallway in City Hall to honor and recognize individuals for their significant efforts and service to the Porterville community. The Wall of Fame honorees for 2025 are as follows:

Mayor Meister: Mike Rooke
Vice Mayor McKerverey: John Billiou
Council Member Beltran: Alfred "Fred" Beltran
Council Member Green: Bill Bennett
Council Member Rivas: Robert Keeley

The 2025 honorees will be inducted into the Wall of Fame at a ceremony on Friday, March 28, 2025, beginning at 12:00 PM at Centennial Park.

RECOMMENDATION: Informational only

ATTACHMENTS: 1. Wall of Fame Honorees Through 2024

Appropriated/Funded:

Review By:

Department Director:
Donnie Moore, Parks and Leisure Services Director

Final Approver: Jason Ridenour, Interim City Manager

City of Porterville Wall of Fame Honorees

<i>Carmen Martinez Eoff</i>	2007	<i>Michael R. Garcia</i>	2017
<i>Frank "Buck" Shaffer</i>	2007	<i>Bob Perez</i>	2017
<i>Edward B. "Ted" Cornell</i>	2008	<i>Jim Winton</i>	2017
<i>Jim Maples</i>	2010	<i>Richard B. Hatfield</i>	2018
<i>Roy Rockholt</i>	2010	<i>Todd 'Hoss' McNutt</i>	2018
<i>James Cone</i>	2011	<i>Teddy Wong</i>	2018
<i>Mona Gauger</i>	2011	<i>Denise Howell Marchant</i>	2019
<i>Brett Land</i>	2011	<i>Raymond Camarena</i>	2019
<i>Forrest 'Doc' Mock</i>	2011	<i>Doug Webb</i>	2019
<i>Alice Seal</i>	2011	<i>Grace Muñoz Rios</i>	2019
<i>Estha Mae Hinton</i>	2012	<i>James Kusserow</i>	2019
<i>Teresa Jackson</i>	2012	<i>Linda M. Camarena</i>	2020
<i>William Rogers</i>	2012	<i>Joe Carrillo, Jr.</i>	2020
<i>Orlin and Louise Shires</i>	2012	<i>Roberto da la Rosa, Sr.</i>	2020
<i>Waltraut Wilson</i>	2012	<i>Jim Holly</i>	2020
<i>Mary Hamner Baker</i>	2013	<i>Joe Ruiz, Jr.</i>	2020
<i>Robert Decker Christenson</i>	2013	<i>Janice Castle</i>	2021
<i>Cyrille Faure</i>	2013	<i>Teresa A. de la Rosa-Garcia</i>	2021
<i>Vivian Josten Lucey</i>	2013	<i>Jeff Edwards</i>	2021
<i>Emogene McCullar</i>	2013	<i>Virginia R. Gurrola</i>	2021
<i>George Overcash</i>	2013	<i>Gang Sue</i>	2021
<i>Clara Wilcox Rutherford</i>	2013	<i>Nicki Edwards</i>	2022
<i>Lester James Hamilton</i>	2014	<i>Cynthia Garcia Brown</i>	2022
<i>William 'Bill' Horst</i>	2014	<i>Daniel Hackey</i>	2022
<i>Guy Huffaker</i>	2014	<i>George Tanimoto</i>	2022
<i>Marlene Marquez</i>	2014	<i>Barbara Wong Sue</i>	2022
<i>Monte Moore</i>	2014	<i>Don Dowling</i>	2023
<i>Theodore Ensslin</i>	2015	<i>David Gong</i>	2023
<i>Pete V. McCracken</i>	2015	<i>Cameron James Hamilton</i>	2023
<i>Myron Wilcox</i>	2015	<i>Maria Christina Roman</i>	2023
<i>Gilbert Yniguez</i>	2015	<i>Milt Stowe</i>	2023
<i>Judith A. Gibbons</i>	2016	<i>Ramon "Ray" Figueroa</i>	2024
<i>James E. Howell</i>	2016	<i>Edward "Ed" S. Flory</i>	2024
<i>Philip D. Hunter</i>	2016	<i>Brent Gill</i>	2024
<i>Judge Glade F. Roper</i>	2016	<i>Patrick Jones</i>	2024
<i>Steven E. Tree</i>	2016	<i>John D. Lollis</i>	2024
<i>Elva Beltran</i>	2017	<i>Stanley Jay Santos, Sr.</i>	2024
<i>Joseph Faure, Jr.</i>	2017		



CITY COUNCIL AGENDA – FEBRUARY 18, 2025

SUBJECT: 2. Water Conservation Phase IV Status Update - January 2025

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 October 1, 2024, the City transitioned from Phase III to Phase IV of its Water Conservation Plan. The plan applies to all municipal water users within or outside the city limits.

The Phase IV plan decreases outdoor watering to one day per week, with "odd" addresses allowed to water on Saturday and "even" addresses allowed to water on Sunday. Outdoor watering is prohibited between the hours of 5 a.m. to 10 a.m. and 5 p.m. to 10 p.m., with no watering allowed Monday through 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 January 2025 show that four (4) notices of violations were issued for water waste, and no administrative citations were issued.

Water production for January 2025 shows a thirteen percent (13%) decrease from the five-year average. The monthly production for January was 175 million gallons, which is a seventeen percent (17%) decrease compared to January 2013, when it was 200 million gallons. Residential consumption for January 2025 was 65 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 January 2015 through January 2025. Porterville's cumulative total production conservation through January 2025 is twenty percent (20%). The cumulative total of GPCD for the City of Porterville's conservation efforts will be reflected from January 2015 through January 2025. Porterville's cumulative total GPCD conservation through January 2025 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. In 2018, the California State Legislature enacted Senate Bill (SB) 606 and Assembly Bill (AB) 1668 to establish guidelines for efficient urban water use and a framework for the implementation and oversight of new efficiency standards. On July 3, 2024, the State Water Resources Control Board adopted Resolution No. 2024-0019 to make Conservation a California Way of Life. Making Conservation a California Way of Life is a new way of managing urban water use. The State Water Board will consider a regulation that establishes unique efficiency goals for each Urban Retail Water Supplier in California and provides those suppliers with flexibility to implement locally appropriate solutions. As part of the state's all-of-the-above strategy to expand storage, develop new water supplies, and promote more efficient water use, this regulation seeks to cultivate long-term practices that help communities adapt to California's ongoing water challenges. The proposed regulation will lessen the need for the emergency water use reduction targets that were important in recent droughts. With this new resolution, it is a requirement to track indoor residential water use, which staff is currently in the process of implementing.

RECOMMENDATION: Information Only

ATTACHMENTS:

1. Monthly Production Status January 2025
2. Monthly Production Status GPCD January 2025
3. Drought Response Phase IV Flyer

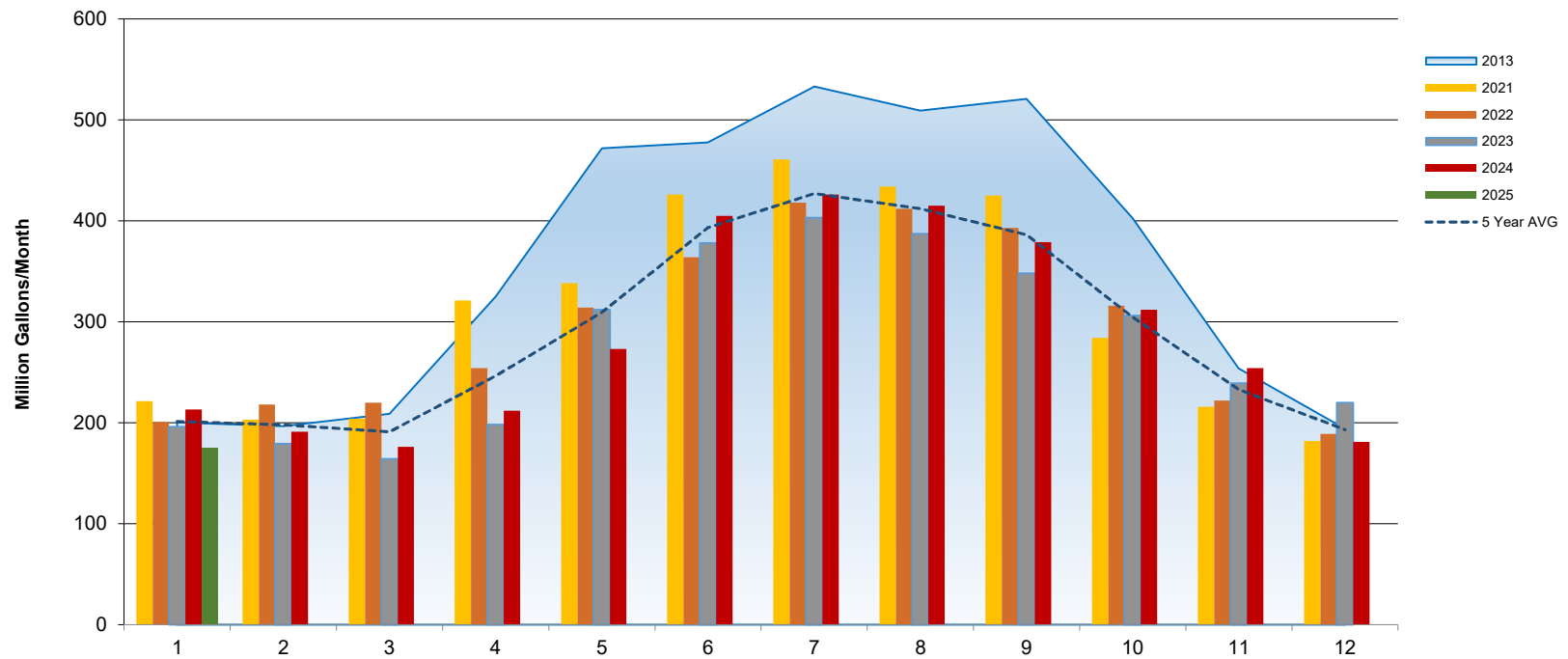
Appropriated/Funded:

Review By:

Department Director:
Michael Knight, Assistant City Manager

Final Approver: Jason Ridenour, Interim City Manager

Monthly Production Status & Cumulative Total June 2015 Through January 2025 Production Comparison to 2013 & 5 Year Average

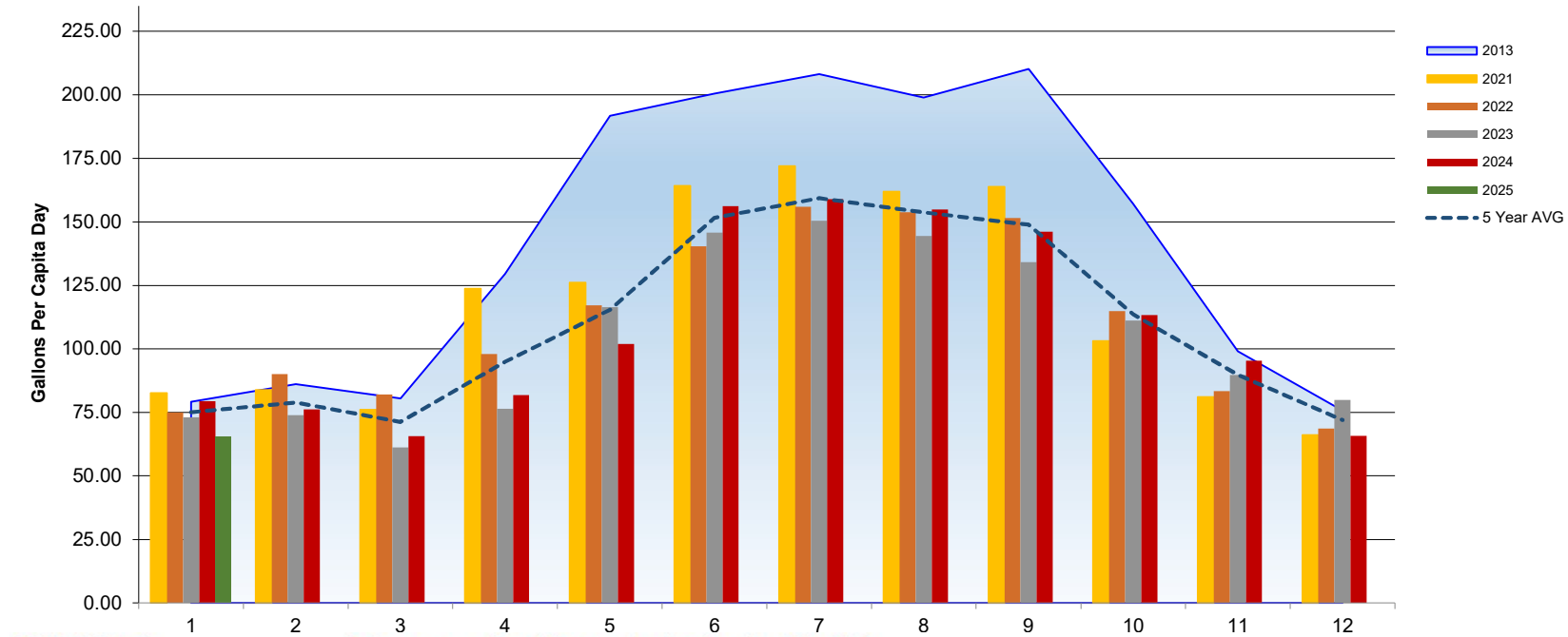


Production Cumulative Total 20%

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%	-22%	-1%	-7%
2025	-17%											

Percent Comparison to 2013 Production

**Monthly Production Status & Cumulative Total June 2015 Through
January 2025 Gallon Per Capita Day Comparison to 2013 & 5 Year Average**



GPCD

Cumulative Total 25%

		2021	0%	4%	-3%	-5.4%	-4%	-34%	-18%	-17%	-19%	-22%	-34%	-18%
		2022	0%	-5%	4%	1.9%	-24%	-39%	-30%	-22%	-23%	-28%	-27%	-16%
		2023	-8%	-14%	-24%	-41%	-39%	-27%	-28%	-27%	-36%	-29%	-10%	6%
		2024	0%	-12%	-18%	-37%	-47%	-22%	-24%	-22%	-30%	-28%	-4%	-13%
		2025	-18%											

Percent Comparison to 2013 Production



DROUGHT RESPONSE Phase IV

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

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

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

Excessive water runoff is prohibited.

The washing of sidewalks and driveways is prohibited.

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

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

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

DROUGHT RESPONSE PHASE IV

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

Mandatory Odd/Even Watering Schedule

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

- Odd Address
- Even Address
- Outdoor Watering is Prohibited

ODD NUMBER ADDRESSES

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

OR

EVEN NUMBER ADDRESSES

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

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

**Mandatory
Odd/Even Watering
Schedule**

**Excessive water
runoff prohibited**

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

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

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

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

**NO WATERING
MONDAY THROUGH
FRIDAY.**



CITY COUNCIL AGENDA – FEBRUARY 18, 2025

SUBJECT: 3. Vacation of Seat on the Arts Commission

SOURCE: Community Development

COMMENT: The Arts Commission was established with the adoption of Ordinance 1767 on October 19, 2010. The duties of the Arts Commission outlined in Ordinance 1767 include: making recommendations to the City Council regarding the development and promotion of practices and policies pertaining to the arts, fostering the development and enjoyment of visual, cultural, performing, and other arts in the City of Porterville, to work cooperatively with City entities and other advisory commissions to include an arts element in as many areas of city planning and development as possible, and to develop a workplan with the goals and objectives of the Arts Commission. On May 2, 2017, Ordinance 1841 was adopted, amending Chapter 5A of the Porterville Municipal Code, which governs the Arts Commission.

Porterville Municipal Code Section 5A-6 Meetings and Records states: *Members are expected to have seventy-five percent (75%) attendance based on the Commission's regular meeting schedule (e.g. 9 out of 12 meetings if held monthly, and 3 out of 4 if held quarterly). Members who fail to meet the attendance requirement automatically vacate their seat and the vacancies shall be filled per Section 5A-5.*

Arts Commissioner Maria Menga was first appointed to the Commission in 2021 and was re-appointed to a second term in 2023. Commissioner Menga has not attended a regularly scheduled Arts Commission meeting since 2023, and, therefore, according to Ordinance 1841, her seat is automatically vacated.

Pursuant to Ordinance No.1841, the Arts Commission is comprised of five (5) members, plus one (1) student/youth member, and represents four (4) areas of arts: theatrical/performing arts, visual/graphic, music, and youth. Staff will advertise to fill the vacant seat.

RECOMMENDATION: Information Item

ATTACHMENTS: 1. Ordinance No. 1767
2. Ordinance No. 1841

Appropriated/Funded:

Review By:

Department Director:

Claudia Calderon, Community Development Director

Final Approver: Jason Ridenour, Interim City Manager

ORDINANCE NO. 1767

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE
ADDING CHAPTER 5A, ARTICLE I, SECTIONS 5A-1 THROUGH 5A-8 TO
THE PORTERVILLE MUNICIPAL CODE REGARDING
THE FORMATION OF AN ARTS COMMISSION**

**THE CITY COUNCIL OF THE CITY OF PORTERVILLE DOES ORDAIN AS
FOLLOWS:**

Section 1. Code Amendment. Chapter 5A, Article I, Sections 5A-1 through 5A-8 is hereby added to the Porterville Municipal Code, to read as follows:

**CHAPTER 5A
ARTICLE I**

Section 5A-1 Established.

An Arts Commission is established in and for the City of Porterville. The Arts Commission shall serve in an advisory capacity to the City Council.

Section 5A-2 Composition.

The Arts Commission shall consist of up to 11 members. No less than three (3) and no more than (7) seats shall be considered "open" seats to be appointed by the City Council at its complete discretion. The appointees for the remaining four (4) seats shall be recommended by the initially appointed members of the "open" seats, via subcommittees representing four areas of arts: 1) theatrical/ performing arts; 2) visual/graphic; 3) music; and 4) youth, with final approval by the City Council.

Section 5A-3 Compensation.

Members of the Arts Commission shall serve without compensation.

Section 5A-4 Term of Office/Removal.

The term of the "open" seats shall be three (3) years with terms staggered to prevent concurrent expiration of terms. No member appointed to an "open" seat may serve more than two (2) consecutive terms.

The term of the seats appointed via subcommittee recommendation shall be one (1) year. Those appointed via the subcommittees shall have no term limits.

All Commission members shall serve at the pleasure of the City Council and may be removed by a majority vote of the City Council at any time and for any reason.

Section 5A-5 Vacancies.

Vacancies, occurring otherwise than by expiration of the terms, shall be filled by appointment as in the first instance (by either direct appointment by the City Council or appointment by the Council via Subcommittee/Commission recommendation) as soon as possible; such appointee to serve for the unexpired term of the vacant office.

Section 5A-6 Meetings and Records.

The Arts Commission shall hold meetings regularly as determined by the Commission and shall designate the time and place thereof. The Meetings shall be held in compliance with the Brown Act and all applicable laws, and the meetings and records shall be public. The Commission shall keep a record of its proceedings. A record of attendance shall be kept regularly and reported to the City Council at least one time per year. Members are expected to have 75% attendance based on the Commission's regular meeting schedule (e.g. 9 out of 12 meetings if held monthly, 3 out of 4 if held quarterly). Members who fail to meet the attendance requirement automatically vacate their seat and the vacancies shall be filled per Section 5A-5.

Section 5A-7 Quorum.

A presence of a majority of the members of the established number of commissioners, as set via Resolution of the City Council, shall constitute a quorum for the transaction of business (i.e. at least 4, as many as 6).

Section 5A-8 General Powers and Duties of Commission.

The Arts Commission shall:

- A. Make recommendations to the City Council regarding development and promotion of practices and policies pertaining to the Arts, keeping in mind the adoption of policy is the prerogative of the City Council.
- B. Foster the development and enjoyment of visual, cultural, performing, and other arts in the City of Porterville.
- C. To work cooperatively with city entities and other advisory commissions to include an Arts element in as many areas of city planning and development as possible.
- D. Develop and submit a Workplan to the Council on an annual basis detailing the goals and objectives of the Arts Commission over the next year, five years and/or twenty years.

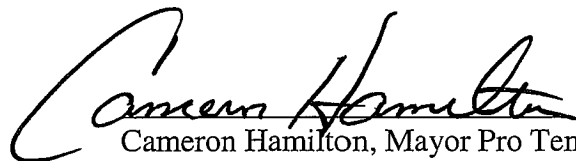
Section 2. Severability. Should any provision of this Ordinance, or its application to any person or circumstance, be determined by a court of competent jurisdiction to be unlawful, unenforceable or otherwise void, that determination shall

have no effect on any other provision of this Ordinance or the application of this Ordinance to any other person or circumstance and, to that end, the provisions hereof are severable.

Section 3. *Effective Date.* This Ordinance shall take effect thirty days after adoption as provided by Porterville Charter Section 12.

Section 4. *Certification.* The City Clerk shall certify to the passage and adoption of this Ordinance and shall cause the same to be published according to law.

PASSED, APPROVED AND ADOPTED, this 19th day of October, 2010.


Cameron Hamilton, Mayor Pro Tem

ATTEST:

John D. Lollis, City Clerk


By: Patrice Hildreth, Chief Deputy City Clerk

STATE OF CALIFORNIA)
CITY OF PORTERVILLE) (SS)
COUNTY OF TULARE)

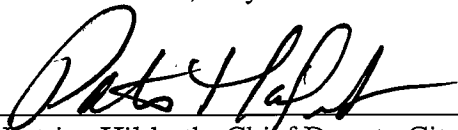
I, JOHN D. LOLLIS, the duly qualified City Clerk of the City of Porterville do hereby certify:

THAT the foregoing ordinance is a true and correct copy of Ordinance No. 1767, passed and adopted by the Council of the City of Porterville at a regular meeting held on the 19th day of October, 2010, that said ordinance has been duly published pursuant to law, and that by the terms and provisions of the Charter of the City of Porterville, said ordinance to become effective November 18, 2010, at which time said ordinance is deemed to be in full force and effect.

THAT said ordinance was introduced by Council and the same was duly passed and adopted by the following vote:

COUNCIL:	McCRACKEN	IRISH	MARTINEZ	WARD	HAMILTON
AYES:	X		X	X	X
NOES:					
ABSTAIN:					
ABSENT:		X			

JOHN D. LOLLIS, City Clerk


By: Patrice Hildreth, Chief Deputy City Clerk

ORDINANCE NO. 1841

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE
AMENDING CHAPTER 5A OF THE PORTERVILLE MUNICIPAL CODE
REGARDING THE FORMATION OF AN ARTS COMMISSION**

**THE CITY COUNCIL OF THE CITY OF PORTERVILLE DOES ORDAIN AS
FOLLOWS:**

Section 1. Chapter 5A, Article I, Section 5A-2 of the Porterville Municipal Code is hereby amended to read as follows:

Section 5A-2 Composition.

The Arts Commission shall consist of five (5) members, plus one youth member. Commissioners shall be appointed by the City Council at its complete discretion. Members of the commission shall represent four areas of arts: 1) theatrical/performing arts; 2) visual/graphic; 3) music; 4) youth.

Section 2. Chapter 5A, Article I, Section 5A-4 of the Porterville Municipal Code is hereby amended to read as follows:

Section 5A-4 Term of Office/Removal.

The term of office shall be three (3) years with terms staggered to prevent concurrent expiration of terms with the exception of the youth representative.

Section 3. Chapter 5A, Article I, Section 5A-5 of the Porterville Municipal Code is hereby amended to read as follows:

Section 5A-5 Vacancies.

Vacancies, occurring otherwise than by expiration of the terms, shall be filled by appointment as soon as possible; such appointee to serve for the unexpired term of the vacant office.

Section 4. Chapter 5A, Article I, Section 5A-7 of the Porterville Municipal Code is hereby amended to read as follows:

Section 5A-7 Quorum.

A presence of a majority of the members (not including the student/youth member) of the established number of commissioners shall constitute a quorum for the transaction of business.

Section 5. *Severability.* Should any provision of this Ordinance, or its application to any person or circumstance, be determined by a court of competent jurisdiction to be unlawful, unenforceable or otherwise void, that determination shall have no effect on any other provision of this Ordinance or the application of this Ordinance to any other person or circumstance and, or that end, the provisions hereof are severable.

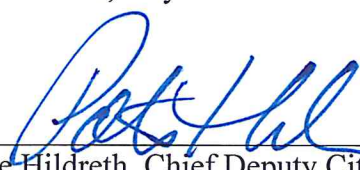
Section 6. *Effective Date.* This Ordinance shall take effect thirty days after adoption as provided by Porterville Charter Section 12.

Section 7. *Certification.* The City Clerk shall certify to the passage and adoption of this Ordinance and shall cause the same to be published according to law.

PASSED, APPROVED AND ADOPTED, this 2nd day of May, 2017.


Milt Stowe, Mayor

ATTEST:
John D. Lollis, City Clerk

By: 
Patrice Hildreth, Chief Deputy City Clerk

STATE OF CALIFORNIA)
CITY OF PORTERVILLE) (SS)
COUNTY OF TULARE)

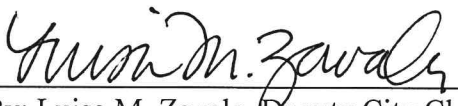
I, JOHN D. LOLLIS, the duly qualified City Clerk of the City of Porterville do hereby certify:

THAT the foregoing ordinance is a true and correct copy of Ordinance No. 1841, passed and adopted by the Council of the City of Porterville at a regular meeting held on the 2nd day of May, 2017, that said ordinance has been duly published pursuant to law, and that by the terms and provisions of the Charter of the City of Porterville, said ordinance to become effective June 1, 2017, at which time said ordinance is deemed to be in full force and effect.

THAT said ordinance was introduced by Council and the same was duly passed and adopted by the following vote:

COUNCIL:	REYES	WARD	STOWE	HAMILTON	FLORES
AYES:	X	X		X	X
NOES:					
ABSTAIN:					
ABSENT:			X		

JOHN D. LOLLIS, City Clerk


By: Luisa M. Zavala, Deputy City Clerk



CITY COUNCIL AGENDA – FEBRUARY 18, 2025

SUBJECT: Approval of Draft Minutes of January 21, 2025, and February 4, 2025

SOURCE: Administrative Services

COMMENT: Presented for Council's approval are the draft Minutes of January 21, 2025, and February 4, 2025.

RECOMMENDATION: That the Council approve the draft Minutes of January 21, 2025, and February 4, 2025.

ATTACHMENTS:

1. Draft Minutes of January 21, 2025
2. Draft Minutes of February 4, 2025

Appropriated/Funded:

Review By:

Department Director:
Yuliana Andrade, Administrative Services Director

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

**CITY COUNCIL MINUTES
CITY HALL, 291 N. MAIN STREET
PORTERVILLE, CALIFORNIA
JANUARY 21, 2025, 5:30 PM**

Call to Order at 5:30 p.m.

Roll Call: Council Member AJ Rivas, Council Member Stan Green,
Council Member Raymond Beltran, Vice Mayor Ed McKervey,
Mayor Greg Meister

ORAL COMMUNICATIONS

- Josh Flowers, Strathmore, read a letter to the council on behalf of Sam Zenz, as he was unable to attend the meeting.

CITY COUNCIL CLOSED SESSION:

A. Closed Session Pursuant to:

1 - Government Code Section 54956.8 – Conference with Real Property Negotiators/Property: APN: 260-300-034. Agency Negotiator: Jason Ridenour. Negotiating Parties: City of Porterville and Self-Help Enterprises. Under Negotiation: Terms and Price.

2 - Government Code Section 54956.8 - Conference with Real Property Negotiators/Property: APN: A portion of APN 253-171-004. Negotiating Parties: City of Porterville and Sam Zenz. Under Negotiation: Terms and Price.

3 - Government Code Section 54956.9(d)(1) – Conference with Legal Counsel – Existing Litigation: Sell, Gary Lee Jr. v. City of Porterville, et al., Tulare County Superior Court Case No. VCU313488.

4 - Government Code Section 54956.9(d)(1) – Conference with Legal Counsel – Existing Litigation: Sousa, Vanessa v. City of Porterville, et al., Tulare County Superior Court Case No. PCU315141

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

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

7 - Government Code Section 54957 - Public Employee Appointment/Employment: Title: City Manager

**6:40 P.M. RECONVENE OPEN SESSION AND REPORT ON REPORTABLE ACTION
TAKEN IN CLOSED SESSION**

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

The Pledge of Allegiance was led by Mayor Greg Meister.

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

PRESENTATIONS

Homecoming Queen and Her Court
Employee Service Awards

ORAL COMMUNICATIONS

- Greg Curry, Porterville, expressed his support of the council's efforts to make youth sports more affordable.
- Brock Neeley, Porterville, shared his views on the Charter Review Committee, recommending the formation of a 15-member focus group to examine the ballot language.
- Derrick Curry, Porterville, spoke in favor of amending the Athletic Field Use Policy.
- Ezekial Shultz, Porterville Little League, expressed his love for baseball and raised concerns about the conditions of the ball fields.
- Frank Rodriguez, President of Porterville Little League, stated that while they have a great program, they need better play facilities.
- Chris Cox, Vice President of Porterville Little League, thanked small business owners for their support and endorsed the proposed changes to the Athletic Field Use Policy.
- Kristy Martin, Porterville Chamber of Commerce, spoke of upcoming events that will be hosted by the Chamber.
- Johnathan Shultz, Porterville, echoed the sentiments of previous speakers regarding the condition of the ball fields and the Porterville League Program.
- Alex Ceballos, an architectural company owner in Porterville, offered his services to provide pro bono work for designing a baseball field.
- Evelina Medina, Porterville, spoke of her concerns about traffic in the area of the Santa Fe Community Center.
- Lee Qualls, Porterville, wanted to keep the council informed about the return of massage parlors to the city.
- Josh Flowers, Strathmore, commended the youth for attending the meeting and voicing their concerns about the ball field conditions and thanked the council members who participated in the Monache Baseball Camp event.
- Alexis Espinoza, Porterville, wished the council a Happy New Year. She expressed excitement about the council's future actions, congratulated Jason Ridenour for being selected as Interim City Manager, and voiced her support for Item No. 6 on the agenda.
- Cathy Capone, Porterville, remarked that the MyPorterville app is an excellent resource. She expressed her appreciation for the SMART team and agreed with other speakers about the need for additional fields for sporting events.

REPORTS

- I. City Commission and Committee Meetings

1. Parks & Leisure Services Commission - January 2, 2025 (Cancelled) – No report was provided.

2. Library & Literacy Commission - January 14, 2025

Commissioner Edith La Vonne reported on participation statistics for December for various events such as Virtual Story Time, Adult Book Club, Bilingual Story Time, Family Literacy Services, Bring Your Own Game Day, Young Adult Book Club, Thousand Books Before Kindergarten Challenge, and several other events.

3. Arts Commission – No report was provided.

4. Animal Control Commission - January 9, 2025 – No report was provided.

5. Youth Commission - January 08, 2025 – No report was provided.

6. Transactions and Use Tax Oversight Committee (TUTOC) – No report was provided.

II. Staff Informational Reports

1. Water Conservation Phase IV Status Update - December 2024

CONSENT CALENDAR

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

COUNCIL ACTION: MOVED by Council Member Raymond Beltran, SECONDED by Vice Mayor Ed McKervery that the City Council approve Items Nos. 1-18. The motion carried unanimously.

1. APPROVAL OF DRAFT MINUTES OF DECEMBER 17, 2024

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

Documentation: M.O. 01-012125

Disposition: Approved.

2. CRIME PREVENTION / JUVENILE DIVERSION POLICE VEHICLE PURCHASE

Recommendation: That the City Council:

1. Authorize staff to purchase one police vehicle and the related equipment for a total cost not to exceed \$65,000 plus tax, license, fees, and ten percent (10%) contingency for the total purchase; and
2. Authorize payment to the respective vendor upon satisfactory

delivery of the vehicle.

Documentation: M.O. 02-012125

Disposition: Approved.

3. AUTHORIZATION TO PURCHASE HYDRAULIC PUMP AND CONTROL MANIFOLD

Recommendation: That the City Council:

1. Authorize the purchase of the side loader hydraulic pump and control manifold from One Source Parts at a cost not to exceed \$8,974 (inclusive of all parts, taxes, freight, and a 10% contingency); and
2. Authorize payment upon receipt of repair materials.

Documentation: M.O. 03-012125

Disposition: Approved.

4. AUTHORIZATION TO PURCHASE TWO (2) BATTERY-ELECTRIC SHUTTLE VANS FROM MODEL 1

Recommendation: That the City Council:

1. Approve the purchase of two (2) battery-electric shuttle vans from Model 1 under the CalACT/Basin Transit Cooperative Purchasing Agreement, RFP #20-01, for a total amount not to exceed \$243,870; and
2. Authorize staff to coordinate with Model 1 on delivery schedules, warranty provisions, and any training requirements to ensure successful integration into the transit fleet.

Documentation: M.O. 04-012125

Disposition: Approved.

5. AUTHORIZATION FOR TRANSIT BUS ENGINE REPAIR

Recommendation: That the City Council:

1. Authorize transit bus engine repair by E. M. Tharp at a cost not to exceed \$27,310 (inclusive of all parts, taxes, labor, and a 10% contingency); and
2. Authorize payment of said repair upon satisfactory completion.

Documentation: M.O. 05-012125

Disposition: Approved.

6. CONSIDERATION OF PURCHASE AND SALE AGREEMENT WITH DEL

ORO WATER COMPANY FOR ACQUIRING THE GRANDVIEW
GARDENS AND EAST PLANO WATER SYSTEMS.

- Recommendation: That the Council:
1. Consider and approve the Purchase and Sale Agreement between the City of Porterville and Del Oro Water Company for the acquisition of the Grandview Gardens and East Plano water systems for a purchase price of \$301,000, provided Del Oro has submitted satisfactory detailed information concerning additional receivables and associated claims amounting to cost or price increase deemed reimbursable by State Water Boards, and provided any needed clarifications to address this issue are satisfactory to the Assistant City Manager and City Attorney
 2. Authorizes the Mayor or designee, the Assistant City Manager, and/or the Public Works Director to execute the Purchase and Sale Agreement and any necessary documents related to the acquisition, subject to review and approval as to form by the City Attorney;
 3. Authorizes the Mayor or designee, the Assistant City Manager, and/or the Public Works Director to take all actions necessary to comply with the terms and conditions of Agreement No. D2202050 with the Water Board, including but not limited to environmental compliance, engineering design, and construction activities; and
 4. Directs the City Clerk to certify the adoption of this Resolution and ensure that it is entered into the official records of the City.

Documentation: Resolution No. 01-2025

Disposition: Approved.

7. APPROVAL TO RENEW ADOBE ACROBAT PRO AND ADOBE
CREATIVE CLOUD SUBSCRIPTIONS

- Recommendation: That the City Council approve the renewal of Adobe Acrobat Pro and Adobe Creative Cloud from CDW-G for a term of one year in the amount of \$7,322.23.

Documentation: M.O. 06-012125

Disposition: Approved.

8. AUTHORIZATION TO RENEW CONTRACT FOR GIS IMAGERY BASE
MAPPING

- Recommendation: That City Council authorize the City to renew a 3-year term Contract Agreement with Nearmap to continue the use of referenced imagery utilized by the City's GIS network of software at a cost not to exceed \$34,200, inclusive of all services outlined in the agreement and allow for a ten percent (10%) contingency.

Documentation: M.O. 07-012125

Disposition: Approved.

9. CONSIDERATION OF LICENSE AGREEMENT RENEWAL BETWEEN THE CITY OF PORTERVILLE AND COMMUNITY SERVICES EMPLOYMENT TRAINING CSET

Recommendation: That the City Council approve the license agreement renewal with CSET for an additional three years, and authorize the Mayor to execute the agreement.

Documentation: M.O. 08-012125

Disposition: Approved.

10. AUTHORIZATION TO AWARD CONTRACT FOR TWO MINI SIDE LOAD REFUSE TRUCKS

Recommendation: That the City Council:
1. Authorize the award of the contract to Ray Gaskin Service for two mini side-load refuse trucks in the amount of \$406,457; and
2. Authorize the Transportation Director to execute the agreement.

Documentation: M.O. 09-012125

Disposition: Approved.

11. CITY EASEMENT CONVEYANCE TO SOUTHERN CALIFORNIA EDISON

Recommendation: That the City Council:
1. Approve the draft Resolution Authorizing a Grant Deed of Easement to Southern California Edison;
2. Accept Southern California Edison's request to have the City convey an easement for the installation and maintenance of a battery energy storage system (BESS), microgrid controllers, and related facilities;
3. Authorize the Mayor to sign the Grant of Easement; and
4. Authorize the City Engineer to mail the signed Grant of Easement to Southern California Edison for recordation.

Documentation: Resolution No. 02-2025

Disposition: Approved.

12. AUTHORIZATION TO RESCIND RESOLUTION NO. 84-2024 AND APPROVE UPDATED FY 23/24 TDA RESOLUTION

Recommendation: That the City Council:
1. Rescind Resolution No. 84-2024; and
2. Approve the attached updated draft resolution for the Fiscal Year 2023-24 Transportation Development Act (TDA) claim; and
3. Authorize the staff to file the approved resolution with the appropriate agencies.

Documentation: Resolution No. 03-2025

Disposition: Approved.

13. CONSIDERATION TO RESCIND THE APPROVED SIDE LETTER AGREEMENT FOR THE MANAGEMENT CONFIDENTIAL SERIES

Recommendation: That the City Council:
1. Rescind the side letter agreement amending the Employee Pay and Benefit Plan pertaining to the Management Confidential Series employees; and
2. Authorize staff to revert back to the previous FLSA overtime rule and amend the Employee Pay and Benefit Plan to reflect the change.

Documentation: M.O. 10-012125

Disposition: Approved.

14. CDBG CITIZENS' ADVISORY AND HOUSING OPPORTUNITY COMMITTEE

Recommendation: That the City Council appoint existing Committee members Rebecca Contreras, Eriselda Lizarraga, Linda Mendez, Isabel Olmos and Jacqueline Verduzco Alanis to the Citizens' Advisory and Housing Opportunity Committee for a one-year term.

Documentation: M.O. 11-012125

Disposition: Approved.

15. POLICE FIRING RANGE COOPERATIVE AGREEMENT WITH FARMERSVILLE POLICE DEPARTMENT

Recommendation: That the City Council:
1. Approve the Agreement for the period of 07/01/25, through 06/30/28; and
2. Authorize the Chief of Police to execute the agreement on behalf of the City of Porterville.

Documentation: M.O. 12-012125

Disposition: Approved.

16. STATUS REPORT - DEVELOPER IMPACT FEES

Recommendation: That the City Council accept the Status Report on Developer Impact Fees for the fiscal year ended June 30, 2024.

Documentation: M.O. 13-012125

Disposition: Approved.

17. CONSIDERATION OF COMMUNITY CIVIC EVENT - PORTERVILLE
KIWANIS - VALENTINE'S VENDOR MARKET - FEBRUARY 9, 2025

Recommendation: That City Council approve the Community Civic Event application from Porterville Kiwanis Club to hold the Valentine's Vendor Market on February 9, 2025, subject to the requirements and restrictions contained in the Application and Agreement, Exhibit A, Exhibit B, and Exhibit C.

Documentation: M.O. 14-012125

Disposition: Approved.

18. 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. 15-012125

Disposition: Approved.

PUBLIC HEARINGS

19. FAMILY HEALTHCARE NETWORK-ANNEXATION 490 AND
CONDITIONAL USE PERMIT (CUP)

Recommendation: That the City Council:
1. Hold the noticed Public Hearing and consider the testimony provided;
2. Find that the proposed project is exempt from CEQA under CEQA Guidelines Section 15311 and 15319;
3. Adopt the draft Resolution requesting that Tulare LAFCo initiate proceedings for annexation; and
4. Adopt the draft resolution approving Conditional Use Permit (PRC

2023-030-C) for the establishment of an off-site parking facility in an RS-1 Very Low-Density Residential zone district in conjunction with an existing medical facility.

Interim City Manager Ridenour introduced the item and Contract City Planner Jeff Oneal presented the staff report and requested that the resolution approving the conditional use permit should proceed with the resolution requesting that Tulare LAFCO initiate the annexation proceedings.

Mayor Meister opened the Public Hearing at 8:09 p.m.

- Ralph Martin, Porterville, expressed his concerns regarding potential lighting, noise, and water pollution issues that could affect the area where his mother resides.
- Aaron Oliver, representing Lane Engineers, introduced himself and offered to answer any questions related to the project.
- Alexis Espinoza, Porterville, spoke in support of the project but urged the applicant to implement security measures to prevent the homeless population from using the parking lot as a place to set up camps.
- Cathy Capone, Porterville, suggested additional safety measures for crossing the street to access the parking lot.

Mayor Meister closed the Public Hearing at 8:14 p.m. when no one else came forward.

COUNCIL ACTION: MOVED by Council Member Raymond Beltran, SECONDED by Council Member AJ Rivas that the City Council find the proposed project exempt from California Environmental Quality Act pursuant to section 15311 and 15319; adopt the draft resolution requesting Tulare LAFCo initiate proceedings for annexation; and adopt the draft resolution approving Conditional Use Permit (PRC 2023-030-C) for the establishment of an off-site parking facility in an RS-1 Very Low-Density Residential zone district in conjunction with an existing facility located at . The motion carried unanimously.

Documentation: Resolution No. 04-2025 (Annexation),
Resolution No. 05-2025 (CUP)

Disposition: Approved.

20. EXTRA MILE CHEVRON MODIFICATION OF CONDITIONAL USE PERMIT (CUP)

Recommendation: That the City Council:

1. Hold a Public Hearing to receive public comments;
2. Find the proposed project exempt from the California Environmental Quality Act Pursuant to Section 15061(b)(3) of the California Code of Regulation; and
3. Adopt the draft resolution approving Modification No. 1 to

Conditional Use Permit (PRC 2020-027-C) for a Type 21 Off-sale alcohol license, subject to conditions of approval.

Interim City Manager Ridenour introduced the item and Contract City Planner Jeff O'Neal presented the staff report. Mr. O'Neal noted that a change the recommendation needed to be made, to state that the project is exempt from the California Environmental Quality Act pursuant to Section 15301, and not Section 15061 (b)(3).

Mayor Meister opened the Public Hearing at 8:26 p.m.

- Sam Lera, Porterville, spoke on behalf of the business and spoke in support of the approval of the item.

Mayor Meister closed the Public Hearing at 8:28 p.m. when no one else came forward to speak.

COUNCIL ACTION: MOVED by Mayor Greg Meister, SECONDED by Council Member Raymond Beltran that the City Council find the proposed project exempt from the California Environmental Quality Act pursuant to Section 15301, and approve the draft resolution approving Modification No. 1 to Conditional Use Permit (PRC 2020-027-C) for a Type 21 Off-sale alcohol license for Extra Mile Chevron located at 1043 W. Olive Avenue, subject to conditions or approval. The motion carried unanimously.

Documentation: Resolution No. 06-2025

Disposition: Approved.

21. APPROVAL OF THE ANALYSIS OF IMPEDIMENTS TO FAIR HOUSING CHOICE AND CITIZEN PARTICIPATION PLAN

Recommendation: That the City Council:

1. Conduct a Public Hearing on the proposed 2025 Analysis of Impediments to Fair Housing Choice;
2. Adopt the draft Resolution approving the 2025 Analysis of Impediments to Fair Housing Choice;
3. Adopt the draft Citizen Participation Plan; and
4. Authorize the City Manager to execute all necessary documents and further authorize the City Manager to be authorized to make any augmentation, modification, additions or revisions as may be necessary to conform to the requirements of the Department of Housing and Urban Development.

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

A presentation on the Community Development Block Grant Analysis of Impediments by consultants Elizabeth McNannay and Lauren McKneely.

Mayor Meister opened the Public Hearing at 8:42 p.m. and closed the Public Hearing at 8:42 p.m. when no one came forward to speak.

COUNCIL ACTION: MOVED by Council Member Raymond Beltran, SECONDED by Council Member AJ Rivas that the City Council adopt the draft resolution approving the 2025 Analysis of Impediments to Fair Housing Choice; and adopt the draft Citizen Participation Plan. The motion carried unanimously.

Documentation: Resolution 07-2025

Disposition: Approved.

Council took a recess at 8:57 p.m. and reconvened open session at 9:15 p.m.

22. CONSIDERATION OF THE ADOPTION OF UPDATED PARKS IMPACT FEES

Recommendation: That the City Council:

1. Conduct the Public Hearing and consider all public testimony; and
2. Adopt and Implement the Parks Development Impact Fee and Quimby Act Fee for residential development; or
3. Adopt and Implement the Parks Development Impact Fee and Quimby Act fee for both residential and non-residential development.

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

Mayor Meister opened the Public Hearing at 9:23 p.m.

- Brock Neeley, Porterville, stated the update to the park impact fees was long overdue.
- Cathy Capone, Porterville, spoke in support of the item.
- Taha Saleh, Porterville, spoke of his concern that the fees would impact business owners that are wanting to come to Porterville.

Mayor Meister closed the Public Hearing at 9:26 p.m. when no one else came forward to speak.

Council gave direction for staff to bring back the review of the Parks Master Plan at a future council meeting for discussion.

COUNCIL ACTION: MOVED by Vice Mayor Ed McKervery, SECONDED by Mayor Greg Meister that the City Council approve the draft resolution adopting and implementing the Parks Development Impact Fee and Quimby Act fee

for both residential and non-residential development; and gave direction to add an item at a future meeting to discuss the Parks Master Plan. The motion carried unanimously.

Documentation: Resolution No. 08-2025

Disposition: Approved.

SECOND READINGS

23. SECOND READING - ORDINANCE NO. 1909, AMENDING SERIES 200, SERIES 300, AND SERIES 700 OF THE PORTERVILLE DEVELOPMENT ORDINANCE

Recommendation: That the City Council give Second Reading to Ordinance No. 1909, waive further reading, and adopt said Ordinance.

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

COUNCIL ACTION: MOVED by Council Member Raymond Beltran, SECONDED by Mayor Greg Meister that the City Council give Second Reading to Ordinance No. 1909, being AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE AMENDING SERIES 200, SERIES 300, AND SERIES 700 OF THE PORTERVILLE DEVELOPMENT ORDINANCE. The motion carried unanimously.

Documentation: Ordinance No. 1909

Disposition: Approved.

SCHEDULED MATTERS

24. CONSIDERATION OF THE ESTABLISHMENT OF A CHARTER REVIEW COMMITTEE

Recommendation: That the City Council:

1. Provide direction on the establishment of a Charter Review Committee, including the committee's charge and scope;
2. Provide direction on the committee's composition and appointment method; and
3. Provide direction on the proposed ballot measure timeline.

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

A discussion took place among council members regarding their recommendations for the creation of a nine-member Charter Review Committee. It was decided that each council member would select one committee member from their respective district, while the remaining four committee members would be chosen by a majority vote of the City Council.

Additionally, the council discussed the eligibility criteria for committee members, specifying that they must be registered voters who reside within the city limits of Porterville.

COUNCIL ACTION: MOVED by Mayor Greg Meister, SECONDED by Vice Mayor Ed McKervey that the City Council establish a Charter Review Committee to undertake a review of the City Charter, that five members of the Charter Review Committee be selected by Council Members from their respective district, and that four Committee members be selected by a majority of the City Council and that they must be registered voters who reside within the city limits of Porterville. The motion carried unanimously.

Documentation: M.O. 16-012125

Disposition: Approved.

25. CONSIDERATION OF THE ESTABLISHMENT OF AN AD HOC HERITAGE COMMITTEE

Recommendation: That the City Council provide direction concerning the establishment of a Heritage Committee, including the scope and composition of the committee.

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

A discussion was held among council members regarding their recommendations for the establishment of an Ad Hoc Heritage Committee. It was decided that the committee would consist of two council members and city staff, and would assist the City Council in planning celebrations and signage to commemorate two significant anniversaries: the 250th anniversary of the signing of the Declaration of Independence and the 100th anniversary of the filing of the City of Porterville City Charter.

Members of the Council appointed both Mayor Meister and Vice Mayor McKervey to serve on the committee.

COUNCIL ACTION: MOVED by Mayor Greg Meister, SECONDED by Vice Mayor Ed McKervey that the City Council establish a Ad Hoc Heritage Committee to assist the City Council with the planning and celebrations of both the 250th anniversary of the signing of the Declaration of Independence and the 100th anniversary of the filing of the City of Porterville City Charter; and appoint Mayor Meister and Vice Mayor McKervey to serve on the Ad Hoc Heritage Committee. The motion carried unanimously.

Documentation: M.O. 17-012125

Disposition: Approved.

26. CONSIDERATION OF THE ESTABLISHMENT OF A DOWNTOWN PORTERVILLE COMMITTEE

Recommendation: That the City Council provide direction concerning the establishment of a Downtown Committee, including the scope and composition of the committee.

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

A discussion took place among council members regarding their recommendations for establishing a Downtown Porterville Committee. The council members decided to create a standing Downtown Porterville Committee, which will consist of seven members: two City Council members and five members from the public who are business owners in the Downtown area of Porterville and the Porterville Chamber of Commerce. This committee will serve as an advisory body to the City Council on matters related to the Downtown Porterville area.

COUNCIL ACTION: MOVED by Council Member AJ Rivas, SECONDED by Mayor Greg Meister that the City Council establish a Downtown Porterville Committee to assist the City Council with matters related to the Downtown Porterville area, and be comprised of seven members, including two City Council Members and five public members who are either downtown business owners or Porterville Chamber of Commerce members. The motion carried unanimously.

Documentation: M.O. 18-012125

Disposition: Approved.

27. CONSIDERATION OF SPONSORSHIP OF PORTERVILLE GIRLS FASTPITCH

Recommendation: That the City Council consider approving the draft resolution authorizing an allocation of \$2,500 from the City's Special Purposes Reserve Fund for FY 2024/2025 to Sponsor Porterville Girls Fastpitch.

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

COUNCIL ACTION: MOVED by Vice Mayor Ed McKervery, SECONDED by Mayor Greg Meister that the City Council adopt the draft resolution authorizing an allocation of \$2,500 from the City's Special Purposes Reserve Fund for FY 2024/2025 to sponsor Porterville Girls Fastpitch. The motion carried unanimously.

Documentation: Resolution No. 09-2025

Disposition: Approved.

28. CONSIDERATION TO AMEND ATHLETIC FIELD USE POLICY

Recommendation: That City Council provide direction to staff regarding amending the sports field use policy regarding fees.

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

COUNCIL ACTION: MOVED by Council Member Raymond Beltran, SECONDED by Council Member AJ Rivas that the City Council approved an item to be discussed at a future meeting regarding the use of Special Purpose Reserve Funds to cover half of the costs for both utility fees and field usage reservation fees and the city will pay for half of the total costs based on the final bill for one season, and directed that the Athletic Field Use Policy be reviewed annually. The motion carried unanimously.

Documentation: M.O. 19-012125

Disposition: Approved.

29. CONSIDERATION OF EMPLOYMENT AGREEMENT BETWEEN THE CITY OF PORTERVILLE AND JASON RIDENOUR

Recommendation: That the City Council consider for approval the Employment Agreement Between the City of Porterville and Jason Ridenour.

Interim City Manager Ridenour introduced the item and City Attorney Lew presented the staff report.

COUNCIL ACTION: MOVED by Mayor Greg Meister, SECONDED by Vice Mayor Ed McKervery that the City Council approve the Employment Agreement between the City of Porterville and Jason Ridenour. The motion carried unanimously.

Documentation: M.O. 20-012125

Disposition: Approved.

AB 1234 REPORTS

1. Tule River Improvement JPA - January 6, 2025

Vice Mayor McKervery stated that the meeting was relatively short, and the main discussion focused on clearing brush along the Tule River.

2. Local Initiatives Navigation Center Committee (LINC) - January 8, 2025

Council Member Beltran provided updates on various topics, including the approval of the minutes, the budget, and the Navigation Center. He also noted upcoming events,

such as the Point in Time Count.

3. Eastern Tule Groundwater Sustainability Agency (ETGSA) - January 9, 2025
Assistant City Manager Michael Knight reported on the approval of Minutes, ratification of bills to be paid, and several action items.

4. Cannabis Committee - January 13, 2025
Council Member Beltran reported on several items of interest such as the review of proposed amendments to the Cannabis Dispensary Ordinances, the review of proposed amendments to the Development Agreement with Cannabis Express, Inc., and the review of the Community Benefits Program.

5. Mighty 190 Committee - January 13, 2025
Vice Mayor McKervery reported on discussions among committee members regarding the creation of applications and pamphlets to enhance community engagement, as well as signage for advertisements and marketing efforts.

6. Tulare County Task Force on Homelessness - January 15, 2025
Council Member Rivas reported on discussions regarding different visions to assist the homeless population and noted that the task force was brainstorming various methods to provide resources.

7. Porterville Area Development Authority Meeting - January 17, 2025 (Cancelled)

ORAL COMMUNICATIONS

- Brock Neeley, Porterville, urged the council to consider homeless individuals potentially arriving from the Los Angeles area and highlighted the criteria necessary for applying to become an All-America City.
- Gene Rafaels, Porterville, stated that the banners placed at the fields where the Porterville Girls Fastpitch play should be more inclusive of everyone.

OTHER MATTERS

- Council Member Beltran shared highlights from the earlier Veterans Homecoming Queen presentation and Employee Service Awards. He also participated in a bird-watching event at the Tule River Parkway, expressed interest in youth sports, and discussed plans for community projects. Additionally, he provided explanations for the way he had voted on items.
- Council Member Rivas expressed gratitude for everyone's participation in the meeting and is pleased with the direction the city is heading.
- Council Member Green expressed his appreciation for city staff and for the way they addressed a resident concern.
- Vice Mayor McKervery expressed appreciation for the staff's efforts in assisting him in understanding the city's policies and processes. He requested that the council consider the following motions:

COUNCIL ACTION: MOVED by Vice Mayor McKervery, SECONDED by Mayor Greg Meister that the City Council approve Vice Mayor McKervery's request to bring an item to a future meeting, as a Scheduled Matter, to consider consolidation of the weed abatement and encampment programs, and potentially expanding hazard pay. The motion carried unanimously.

Documentation: M.O. 21-012125

Disposition: Approved.

COUNCIL ACTION: MOVED by Vice Mayor McKervery, SECONDED by Mayor Greg Meister that the City Council approve Vice Mayor McKervery's request to bring an item to a future meeting, as a Scheduled Matter Item, to consider rebranding the City Transit vehicles with an American Flag Theme and the motto "In God We Trust". The motion carried unanimously.

Documentation: M.O. 22-012125

Disposition: Approved.

- Mayor Meister requested that the council consider the following motion:

COUNCIL ACTION: MOVED by Mayor Meister, SECONDED by Vice Mayor McKervery that the City Council approve Mayor Meister's request to bring an item to a future meeting, as a Scheduled Matter, to discuss using discretionary funds in the amount of \$2,500.00 to sponsor the Porterville Little League, along with getting a banner with the City Logo with the words "In God We Trust". The motion carried unanimously.

Documentation: M.O. 23-012125

Disposition: Approved.

CLOSED SESSION

Council convened into Closed Session at 12:22 a.m. and City Attorney Lew reported that no reportable action had taken place during Closed Session.

ADJOURNMENT

The Council adjourned at 1:00 a.m. to the meeting of February 4, 2024, at 5:30 p.m.

Fernando Gabriel-Moraga,
Acting Chief Deputy City Clerk

SEAL

Greg Meister, Mayor

**CITY COUNCIL MINUTES
CITY HALL, 291 N. MAIN STREET
PORTERVILLE, CALIFORNIA
FEBRUARY 4, 2025, 5:30 PM**

Call to Order at 5:30 p.m.

Roll Call: Council Member AJ Rivas, Council Member Stan Green,
Council Member Raymond Beltran, Vice Mayor Ed McKervery,
Mayor Greg Meister

ORAL COMMUNICATIONS

- Felipe Martinez, Porterville Exchange Club, invited the Council to the Public Safety Recognition Dinner and encouraged the new members of Council to consider joining a community organization.

CITY COUNCIL CLOSED SESSION:

A. Closed Session Pursuant to:

- 1 - Government Code Section 54956.95 – Liability Claims: Claimants: Angelica Galvez, Hector Calleja Galvez, Heriverto Calleja Galvez, Jeronimo Calleja Galvez, And Raul Calleja Galvez. Agency Claimed Against: City of Porterville.
- 2 - Government Code Section 54956.9(d) (3) – Conference with Legal Counsel – Anticipated Litigation – Significant Exposure to Litigation: Related to potential easement over APN: 255-240-013, Near Reid Avenue and N. Main Street.
- 3 - Government Code Section 54956.9(d) (3) – Conference with Legal Counsel – Anticipated Litigation – Significant exposure to Litigation: Three cases in which facts are not yet known to potential plaintiffs.
- 4 - Government Code Section 54956.9(d)(4) – Conference with Legal Counsel – Anticipated Litigation – Initiation of Litigation: One case.

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

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

- A-1. On a MOTION made by Council Member Raymond Beltran, and SECONDED by Vice Mayor Ed McKervery the City Council unanimously rejected the claims filed by Angelica Galvez, Hector Calleja Galvez, Heriverto Calleja Galvez, Jeronimo Calleja Galvez, and Raul Calleja Galvez.

Documentation: M.O. 01-020425

Disposition: Claim rejected.

The Pledge of Allegiance was led by Council Member Rivas.

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

PRESENTATIONS

Porterville Fire Department Fire Personnel Recognition
Employee of The Month - Christina Tank

ORAL COMMUNICATIONS

- Greg Shelton, Porterville, shared his thoughts on the composition of the Charter Review Committee.
- Brock Neeley, Porterville, presented the council with documents related to diversity, equity, and inclusion. He also stated that it is only a matter of time before other athletic clubs approach the city for funding.
- Dr. Larriann Torrez, Porterville Chamber of Commerce, spoke of upcoming events hosted by the Chamber.
- Teresa Gonzalez, Porterville, introduced herself and addressed the poor and unsafe road conditions at the intersection of Putnam and Third Street.
- Evelyn Medina, Porterville, requested an update on traffic conditions near the Santa Fe Community Center.
- Steve Flowers, First Southern Baptist Church, raised concerns regarding the high-water bills that his church, along with others, are facing.
- Josh Flowers, Strathmore, voiced his concerns about Item No. 23., emphasized the importance of maintaining local control, and expressed worries about not awarding contracts to local businesses.

REPORTS

I. Staff Informational Reports

1. Charitable Car Washes Quarterly Report - Calendar Year 2024
2. Code Enforcement Quarterly Report
3. Building Permit Activity Quarterly Report FY 2024-2025 (October - December 2024)
4. Streets Performance Measure Quarterly Report FY 2024-2025 (October - December 2024)
5. Golf Course Quarterly Report FY 2024-2025 (October - December 2024)
6. City Commission and Committee Attendance Quarterly Report FY 2024-2025 (October - December 2024)
7. City Council Member Appointments Attendance Quarterly Report FY 2024-2025 (October - December 2024)

CONSENT CALENDAR

Item Nos. 7, and 8, were pulled for further discussion at the request of Mayor Greg Meister.

COUNCIL ACTION: MOVED by Council Member Greg Meister, SECONDED by Vice Mayor Ed McKervery that the City Council approve Items Nos. 1-6, and 9-14. The motion carried unanimously.

1. AUTHORIZATION TO PURCHASE CHLORINE GENERATION ELECTRODE ASSEMBLY

Recommendation: That City Council:
1. Direct the Finance Director to initiate a Purchase Order to De Nora Water Technologies LLC, in an amount not to exceed \$16,270 (inclusive of all parts, taxes, shipping and a 10% contingency) for the Electrode Assembly; and
2. Direct the Finance Director to make payment to De Nora Water Technologies LLC, upon receipt of invoice approved by the Public Works Director.

Documentation: M.O. 02-020425

Disposition: Approved.

2. AUTHORIZATION TO PURCHASE REPLACEMENT ROTATING PUMP ASSEMBLY FOR VETERANS PARK BOOSTER PUMP STATION

Recommendation: That City Council:
1. Direct the Finance Director to initiate a Purchase Order to Pump Tech Inc., in an amount not to exceed \$30,089 (inclusive of all parts, taxes, shipping and a 10% contingency) for the Peerless Rotating Pump Assembly; and
2. Direct the Finance Director to make payment to Pump Tech Inc., upon receipt of invoice approved by the Public Works Director.

Documentation: M.O. 03-020425

Disposition: Approved.

3. AUTHORIZATION TO REPAIR CITY WELL NO. 32

Recommendation: That City Council:
1. Direct the Finance Director to initiate a Purchase Order to Willits Pump for an amount not to exceed \$32,353 (inclusive of all parts, labor, taxes, and a 10% contingency) for the replacement parts for City Well No. 32; and
2. Direct the Finance Director to make payment to Willits Pump upon receipt of the invoice approved by the Public Works Director.

Documentation: M.O. 04-020425

Disposition: Approved.

4. AUTHORIZATION FOR THE RENEWAL OF THE OVERDRIVE
SUBSCRIPTION

Recommendation: That the City Council authorize the annual renewal of the subscription for OverDrive for the next five years through January 2030, with the condition that the annual renewal costs do not exceed a 5% increase per year.

Documentation: M.O. 05-020425

Disposition: Approved.

5. APPROVAL OF LICENSE AGREEMENT WITH PORTERVILLE
UNIFIED SCHOOL DISTRICT FOR USE OF VEHICLE CHARGING
STATIONS AND BUS WASH FACILITIES

Recommendation: That the City Council:

1. Approve the License Agreement with the Porterville Unified School District (PUSD) to allow non-exclusive use of the City's vehicle charging stations and bus wash facilities; and
2. Authorize the City Manager to execute the Agreement.

Documentation: M.O. 06-020425

Disposition: Approved.

6. AUTHORIZE DRAFT RESOLUTION APPROVING TCAG-CITY OF
PORTERVILLE SB 125 PROGRAM SUPPLEMENT TO
COOPERATIVE AGREEMENT FOR DESIGN OF ZERO-EMISSION
MAINTENANCE FACILITY

Recommendation: That the City Council adopt the draft resolution authorizing the Mayor and City Manager to execute TCAG-City of Porterville SB 125 Program Supplement to Cooperative Agreement for the design and construction management of the zero-emission maintenance facility.

Documentation: Resolution No. 10

Disposition: Approved.

9. SECOND WATER SERVICE - 478 S. DOYLE ST

Recommendation: That the City Council adopt the draft resolution approving the second water service connection at 478 S. Doyle Street.

Documentation: Resolution No. 11-2025

Disposition: Approved.

10. SURPLUS LAND AND NOTICE OF AVAILABILITY FOR APN 260-300-034

Recommendation: That the City Council:

1. Adopt a draft resolution declaring the approximately 4.47 acre parcel of City-owned property, APN 260-300-034, as non-exempt surplus property as defined in Government Code Section 54220 et seq.; and
2. Authorize the City Manager or designee to take any actions and execute any documents necessary to ensure compliance with the Surplus Land Act and State regulations relating thereto.

Documentation: Resolution No. 12-2025

Disposition: Approved.

11. FINANCIAL STATUS REPORTS

Recommendation: That the City Council accept the Financial Status Reports as presented.

Documentation: M.O. 07-020425

Disposition: Approved.

12. QUARTERLY INVESTMENT PORTFOLIO

Recommendation: That the City Council accept the Quarterly Investment Portfolio Summary Report.

Documentation: M.O. 08-020425

Disposition: Approved.

13. APPROVAL FOR COMMUNITY CIVIC EVENT - OPTIMIST CLUB/PUSD/BSD - PORTERVILLE CELEBRATES READING – APRIL 12, 2025

Recommendation: That the City Council approve the Community Civic Event Application from the Optimist Club of Porterville, Porterville Unified School District and Burton School District to hold the "Porterville Celebrates Reading" event on Saturday, April 12, 2025, subject to the requirements and restrictions contained in the Application and Agreement, Exhibit A and Exhibit B.

Documentation: M.O. 09-020425

Disposition: Approved.

14. 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. 10-020425

Disposition: Approved.

PUBLIC HEARINGS

15. EL MALECON MODIFICATIONS OF CONDITIONAL USE PERMIT (CUP)

Recommendation: That the City Council:

1. Hold a Public Hearing to receive public comments;
2. Find the proposed project exempt from the California Environmental Quality Act Pursuant to Section 15301 (Existing Facilities) of the California Code of Regulations; and
3. Adopt the draft resolution approving Modification No. 1 to Conditional Use Permit (PRC 2018-007-C) for a Type 47 On-Sale General alcohol license.

Interim City Manager Ridenour introduced the item and Contract City Planner Jeff Oneal presented the staff report.

Mayor Meister opened the Public Hearing at 7:16 p.m. and closed the Public Hearing at 7:16 p.m. when no one came forward to speak.

COUNCIL ACTION: MOVED by Mayor Greg Meister, SECONDED by Vice Mayor Ed McKervery that the City Council adopt the draft resolution approving Modification No. 1 to Conditional Use Permit (PRC 2018-007-C) for a Type 47 On-Sale General alcohol license for El Malecon located at 58 E. Mill Avenue. The motion carried unanimously.

Documentation: Resolution No. 13-2025

Disposition: Approved.

SCHEDULED MATTERS

16. ESTABLISHMENT OF AN AD HOC HERITAGE COMMITTEE

Recommendation: That the City Council consider approving the draft resolution establishing an Ad Hoc Heritage Committee.

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

COUNCIL ACTION: MOVED by Council Member AJ Rivas, SECONDED by Mayor Greg Meister that the City Council adopt the draft resolution establishing the Ad Hoc Heritage Committee. The motion carried unanimously.

Documentation: Resolution No. 14-2025

Disposition: Approved.

17. ESTABLISHMENT OF A DOWNTOWN PORTERVILLE COMMITTEE

Recommendation: That the City Council adopt the draft Resolution establishing the Downtown Porterville Committee and consider appointment of two City Council Members to serve on the Downtown Porterville Committee.

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

COUNCIL ACTION: MOVED by Vice Mayor Ed McKervey, SECONDED by Mayor Greg Meister that the City Council approve the draft resolution establishing the Charter Review Committee, along with amending the resolution to include businesses and land owners be eligible to be appointed.

AYES: Rivas, Green, McKervey, Meister

NOES: Beltran

ABSTAIN: None

ABSENT: None

Documentation: Resolution No. 15-2025

Disposition: Approved.

18. ESTABLISHMENT OF A CHARTER REVIEW COMMITTEE

Recommendation: That the City Council consider adoption of the draft Resolution and direct staff to advertise for the Charter Review Committee membership.

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

COUNCIL ACTION: MOVED by Mayor Greg Meister, SECONDED by Council Member AJ Rivas that the City Council adopt the draft resolution establishing a Charter Review Committee, along with the addition of adding two Alternate Committee Members, the addition of eligibility

requirements be a land or business owner within the city limits. The motion carried unanimously.

Documentation: Resolution No. 16-2025

Disposition: Approved.

19. CONSIDERATION OF SPONSORSHIP OF PORTERVILLE LITTLE LEAGUE

Recommendation: That the City Council consider approving the draft resolution authorizing an allocation of \$2,500 from the City's Special Purposes Reserve Fund for FY 2024/2025 to Sponsor Porterville Little League.

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

COUNCIL ACTION: MOVED by Mayor Greg Meister, SECONDED by Council Member Stan Green that the City Council adopt a draft resolution authorizing an allocation of \$2,500 from the City's Special Purposes Reserve Fund for FY 2024/2025 to sponsor Porterville Little League.

AYES: Rivas, Green, McKerveym Meister

NOES: None

ABSTAIN: Beltran

ABSENT: None

Documentation: Resolution No. 17-2025

Disposition: Approved.

20. REVIEW OF WEED ABATEMENT AND HOMELESS ENCAMPMENT ABATEMENT

Recommendation: That the City Council provide direction to staff regarding the weed abatement program.

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

The council directed staff to prepare an item for a future meeting to discuss amending the regulations regarding unauthorized camping. This amendment would focus on the 72-hour notice requirement for individuals to dismantle established campsites or camp facilities.

Additionally, staff was directed to prepare an item for a future meeting to consider increasing the pay level for weed abatement employees, making it equal to that of personnel involved in homeless encampment abatement.

COUNCIL ACTION: MOVED by Vice Mayor Ed McKervey, SECONDED by Council Member AJ Rivas that the City Council approved bringing back an item to a future meeting to discuss amendments to the unauthorized camping regulations ordinance, specifically regarding notification procedures; and to bring forward another item to consider increasing the pay level for weed abatement personnel so that it matches the pay level for homeless encampment abatement personnel.

AYES: Rivas, Green, McKervey, Meister
NOES: Beltran
ABSTAIN: None
ABSENT: None

Documentation: M.O. 14-020425

Disposition: Approved.

21. CONSIDERATION TO REBRAND TRANSIT VEHICLES

Recommendation: That the City Council provide direction regarding the rebranding of the City's transit vehicles, including modifying the design approach or branding elements and the number of vehicles based on Council preferences.

Interim City Manager Ridenour introduced the item and Transportation Director Rich Tree presented the staff report.

A discussion took place among council members regarding the most cost-effective strategies for rebranding the city's transit system. The council agreed that the rebranding process should be implemented in phases instead of all at once. Staff indicated that they would be able to rebrand two incoming buses in the next few months, with additional buses to be addressed later in the year.

Council members recommended that the American flag be prominently displayed on the buses, with the "In God We Trust" logo placed in a more prominent area.

The City Council directed the staff to proceed with the rebranding of the incoming fleet buses. They also requested further renderings and design options for review and recommendations to be presented at a future meeting.

Documentation: None.

Disposition: Direction was given.

22. CONSIDERATION TO AMEND FY 2024-25 TRANSIT DIVISION BUDGET AND PROGRAM OF PROJECTS

Recommendation: That the City Council:

1. Approve the draft resolution adopting the amended FY 2024-2025 Transit Division Budget and Program of Projects;
2. Authorize staff to submit necessary updates to TCAG and the FTA; and
3. Direct staff to report back on the status of key projects during the next quarterly update.

Interim City Manager Ridenour introduced the item and Transportation Director Rich Tree presented the staff report.

COUNCIL ACTION: MOVED by Council Member Raymond Beltran, SECONDED by Mayor Greg Meister that the City Council adopt the draft resolution rescinding Resolution No. 57-2024, and adopt the draft resolution amending the FY 2024-2025 Transit Division Budget and Program of Project. The motion carried unanimously.

Documentation: Resolution No. 18-2025

Disposition: Approved.

23. COUNCIL CONSIDERATION OF APPROVAL TO ENTER INTO A JOINT POWERS AUTHORITY AGREEMENT BETWEEN THE CITY OF PORTERVILLE AND PORTERVILLE IRRIGATION DISTRICT

Recommendation: That City Council:

1. Approve the Porterville Groundwater Sustainability Agency Joint Powers Agreement (JPA) between the City of Porterville and the Porterville Irrigation District;
2. Authorize the appointment of a Council Member and Staff Member to sit on the Porterville GSA Board; and
3. Authorize the Mayor to sign the attached JPA Agreement to form the Porterville GSA.

Interim City Manager Ridenour introduced the item and Assistant City Manager Michael Knight presented the staff report.

COUNCIL ACTION: MOVED by Mayor Greg Meister, SECONDED by Vice Mayor Ed McKerverey that the City Council approve the Porterville Groundwater Sustainability Agency Joint Powers Agreement between the City of Porterville and the Porterville Irrigation District; and amended the agreement to include three city members be appointed to the Porterville GSA Board consisting of two Council Members and one Staff Member.

AYES: Rivas, Beltran, McKerverey, Meister

NOES: Green

ABSTAIN: None
ABSENT: None

Documentation: M.O. 12-020425
Disposition: Approved.

COUNCIL ACTION: MOVED by Mayor Greg Meister, SECONDED by Council Member Raymond Beltran that the City Council approve the appointment of Mayor Meister and Vice Mayor McKervey to serve on the Porterville Groundwater Sustainability Agency, along with appointing Assistant City Manager Michael Knight to serve as the alternate member. The motion carried unanimously.

Documentation: M.O. 13-020425
Disposition: Approved.

7. AUTHORIZATION TO NEGOTIATE CONSULTANT CONTRACT -
CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES FOR
THE COMMUNITY CENTER & PARK PROJECT

Recommendation: That the City Council:
1. Authorize staff to negotiate a scope of services contract with 4Creeks, Inc.; and
2. Authorize staff to negotiate a scope of services contract with QK, Inc. if staff is unable to negotiate an acceptable contract with 4Creeks, Inc.

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

COUNCIL ACTION: MOVED by Mayor Greg Meister, SECONDED by Vice Mayor Ed McKervey that the City Council approve the authorization for staff to negotiate a scope of services contract with 4creeks, Inc.; and if unable to negotiate an acceptable contract with 4Creeks, Inc., negotiate a scope of services contract with QK, Inc,. The motion carried unanimously.

Documentation: M.O. 14-020425
Disposition: Approved.

8. AUTHORIZATION TO CONDUCT A PUBLIC HEARING TO CONSIDER
ADJUSTMENTS TO LEASE RATES AND APPROVAL OF A DRAFT
MASTER GROUND LEASE AGREEMENT FOR THE PORTERVILLE
MUNICIPAL AIRPORT

Recommendation: That the City Council:

1. Authorize staff to schedule a public hearing to be held on February 18, 2025, to consider adjustments to lease rates for properties at the Porterville Municipal Airport based on the findings of the market rent appraisal report;
2. Approve the draft Master Ground Lease Agreement for use with airport lessees, ensuring compliance with FAA regulations and grant assurances, pending final approval by the City Attorney; and
3. Direct staff to publish the necessary public notices in compliance with California Government Code Section 6066 and notify all current tenants of the proposed rate adjustments and the availability of the draft Master Ground Lease Agreement for review.

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

City Attorney Lew stated for the record that the recommendation seems misleading and clarified that staff is not seeking approval of the Master Ground Lease Agreement at this time; approval will be considered when the Public Hearing is scheduled.

Mayor Meister presented his reasons for pulling the item for further discussion and noted his concerns with the proposed rate increases, expressing concerns specifically about the increases on the restaurant and small land parcels at the airport.

Vice Mayor McKervey expressed concerns regarding flaws in the market analysis presented in the report.

COUNCIL ACTION: MOVED by Mayor Greg Meister, SECONDED by Vice Mayor Ed McKervey that the City Council schedule a Public Hearing at the City Council Meeting of February 18, 2025, to consider adjustments to lease rates for properties at the Porterville Municipal Airport based on the findings of the market rent appraisal report, and approve the draft Mater Ground Lease Agreement. The motion carried unanimously.

Documentation: M.O. 14-020425

Disposition: Approved.

AB 1234 REPORTS

1. Tulare County Economic Development Corp. (TCEDC) - January 22, 2025
Interim City Manager Ridenour reported on a presentation that was given by RACE Communications.

2. Cal Cities New Mayors and Council Members Academy - January 22 - 24, 2025

Mayor Meister, Vice Mayor McKervey, Council Member Green, and Council Member Rivas shared about their experiences attending the training together. They reported having similar interactions, including conversations with council members from different cities and discussions on various topics during the event.

3. Tulare County Association of Governments (TCAG) - January 27, 2025
Mayor Meister stated that the meeting was business as usual and mentioned projects relevant to Porterville, including a roundabout on Westwood and Highway 190, as well as discussions regarding the SB 1 Gas Tax.

ORAL COMMUNICATIONS

None.

OTHER MATTERS

- Council Member Beltran discussed the Employee of the Month, his attendance at the Porterville Police Department Badge Pinning Ceremony, and addressed a recent incident involving a protester and an incident regarding a shooting.
- Council Member Rivas had no comment.
- Council Member Green had no comment.
- Vice Mayor McKervey emphasized the importance of making significant progress on both weed abatement and the removal of homeless encampments. He also addressed community concerns about the high water bills that the local churches are receiving and requested that the council consider the following motion.

COUNCIL ACTION: MOVED by Vice Mayor McKervey, SECONDED by Mayor Meister that the City Council approve Vice Mayor McKervey's request to bring an item at a future meeting to review exempting nonprofits and churches to be exempt from the City's water conservation efforts. The motion carried unanimously.

Documentation: M.O. 15-020425

Disposition: Approved.

COUNCIL ACTION: MOVED by Vice Mayor Ed McKervey, SECONDED by Mayor Greg Meister that the City Council approve Vice Mayor McKervey's request to bring an item at a future meeting to consider and discuss reviewing the recent sewer rate increases, specifically associated with the Churches in the city. The motion carried unanimously.

Documentation: M.O. 16-020425

Disposition: Approved.

- Mayor Meister expressed appreciation for the firefighters at the earlier presentation and praised the efforts of the Porterville Police Department in addressing the recent protest in the city.

- City Manager Jason Ridenour praised the Porterville Police Department for their effective handling of a recent shooting incident.

CLOSED SESSION

None.

ADJOURNMENT –

The Council adjourned at 9:59 p.m. to the meeting of February 18, 2025, at 5:30 p.m.

Fernando Gabriel-Moraga,
Acting Chief Deputy City Clerk

SEAL

Greg Meister, Mayor



CITY COUNCIL AGENDA – FEBRUARY 18, 2025

SUBJECT: Authorization to Renew the Web Hosting Contract with Revize

SOURCE: Finance

COMMENT: The City's website serves as a platform for providing information, resources, and services, to residents, businesses, and visitors. On December 17th, 2019, the City Council approved a contract with Revize to redesign and host the City's website. The redesign prioritized ADA compliance and introduced a more user-friendly interface, allowing staff to easily manage and update department content. Our current web hosting contract with Revize expired on January 29, 2025.

Staff reached out to multiple web hosting providers for proposals and received the following two quotes. Granicus was also contacted but declined to provide a quote.

Vendor	One Time Fee	Annual Expense	5 Year Total
Revize	0	\$5,990	\$29,950
CivicPlus	\$21,446	\$7,169 + 5%/year	\$61,060
Granicus	The vendor opted not to submit a quote.		

Revize has provided reliable web hosting service with excellent support, ensuring that the City's website remains operational and user-friendly. To maintain this level of support and avoid incurring implementation costs and a lapse in service, staff recommends continuing our partnership with Revize for web hosting services.

Staff requests City Council approval of a 5-year contract with Revize, commencing on January 30, 2025, and expiring on January 29, 2030, for the City's web hosting at an annual rate of \$5,990. Funds for the recurring cost of the annual web hosting fee are programmed in the General Fund Information Technology operating budget.

RECOMMENDATION: That the City Council approve a 5-year agreement with Revize, commencing on January 30, 2025 and expiring on January 29, 2030, for the City's website hosting for an annual cost of \$5,990.

ATTACHMENTS: 1. Revize Quote
 2. CivicPlus Quote

Appropriated/Funded:

Review By:

Department Director:
Janie Rodriguez, Finance Director

Final Approver: Jason Ridenour, Interim City Manager

Revize Web Services Sales Agreement

This Sales Agreement is between City of Porterville ("CLIENT") and Revize LLC, aka Revize Software Systems, ("Revize"). Federal Tax ID# 20-5000179 Date: 1-23-2025

CLIENT INFORMATION:

Company Name: Porterville

Company Address: 291 North Main Street

Company City/State/Zip: Porterville, California 93257

Contact Name: Robert Campos
rcampos@ci.porterville.ca.us
(559) 782-7432

Billing Dept. Contact: _____

Client Website Address: https://www.ci.porterville.ca.us/

REVIZE LLC:

Revize Software Systems
150 Kirts Blvd.
Troy, MI 48084

248-269-9263

<u>Quantity</u>	<u>Description</u>	<u>Set-up Price</u>	<u>Annual</u>
1	Revize Annual Fee, pre-paid: Includes Unlimited Tech Support, CMS software updates (Unlimited Users), security software updates, SSL security certificate, and website health checks. Website hosting Included free of charge (50 GB storage space, 100GB month bandwidth limit) with pre-paid annual fee:		\$5,990
`	GRAND TOTAL		\$5,990

Terms:

1. Payments: All Invoices are due upon receipt.
2. 5-year agreement, annual fee pricing locked. New term takes effect January 30, 2025
3. This agreement is the only legal document governing this sale & subject to the laws of the State of Michigan
4. Both parties must agree in writing to any changes or additions to this Sales Agreement.
5. At any time during the term of this agreement, Revize will provide a website design refresh at no charge.
6. Additional bandwidth will be made available as needed during high traffic events. Revize reserves the right to put in place mitigation measures for expected DDOS attacks

AGREED TO BY:

CLIENT

REVIZE

Signature of Authorized Person:

Name of Authorized Person:

Dylan Johnston

Title of Authorized Person

Account Manager

Date: _____

Please sign and return to:

dylan@revize.com

Fax 1-866-346-8880

The Following Applications & Features are be integrated into Your Website Project

In addition to the Revize Content Management System that enables non-technical staff to easily and quickly create/update content in the new web site, Revize provides a suite of applications and features specifically designed for municipalities. All of those apps and features are fully described in the following section. The applications and features are grouped into five categories:

- Communication Center Apps
- Engagement Center Apps
- Staff Productivity Apps
- Site Administration and Security Features
- Mobile Device and Accessibility Features

Citizen's Communication Center Apps

- Home Page Alert
- E-Notification Center with Text/Email Alerts
- Document Center with anticipative search
- FAQs with anticipative search
- News Center with Facebook/Twitter Integration
- "Share This" Social Media App
- Social Media Center or Wall
- Online Web Forms
- Photo Galleries
- Quick Link Buttons
- Revize Web Calendars - unlimited
- Sliding Topic/Feature Bar
- Language Translator – over 90 languages

Citizen's Engagement Center Apps

- Citizen Request Center with Captcha
- Public Records Request App
- **Multi-use Listing Directory with picture, phone, email, Google navigator**
example: https://www.largo.com/facilities_directory/index.php
- Online Bill Pay via Revize Partner

- RSS Feed

Staff Productivity Apps

- Image Manager
- iCal Integration
- Link Checker
- Menu Manager
- Bid Posting Management System via Vendor Registry
- Online Web Form Builder
- Website Content Archiving
- Website Content Scheduling

Site Administration and Security Features

- Audit Trail
- Drag and Drop Menu Management
- Drag and Drop Picture Management
- Drag and Drop Document Management
- History Log
- URL Redirect Setup
- Roles and Permission-based Security Mode
- Secure Site Gateway
- Unique Login/Password for each Content Editor
- Web Statistics and Analytics
- Workflows by Department

Mobile Device and Accessibility Features

- Font Size Adjustment
- **ADA Accessibility Button**
- Alt-Tags
- Responsive Website Design (RWD)

Service Level Agreement

Maximum Response Times via Severity Level

- 1 hour for crisis issues
- 4-6 hours for critical issues
- 24 hours for normal issues

Crisis issues are defined as when a website error renders the CMS program or website completely unusable or nearly unusable or introduces a high degree of operational risk and no workaround is available. Till this every error is resolved, the website is essentially halted. A large number of users and or core program functionality a severely impacted.

Critical issues are defined as website errors that are an inconvenience or causes a consistent behavior of the website, which does not impede the normal functioning of the website. It could be an error that occurs consistently and affects non-essential functions and is an inconvenience which impacts a small number of users. May also contain visual errors for the graphical display of the website that is not ideal but still functioning correctly.

Normal issues are defined as an error that has a small degree of significance or is a minor cosmetic issue, or is a one-off case. A one-off case occurs when the error occurs and cannot be reproduced easily. These are errors that do not impact the daily use of the website. A low error is something that does not affect normal use, and can be accepted for a period of time, but user would eventually want changed.

Technical Support Escalation:

If an issue cannot be remedied by the Tech Support technician within 3 days, it will be escalated to the CTO, Ray Akshaya. If the problem is not resolved within 3 business days, then the Business Development Director, Joseph Nagrant, will assemble a team to work on the issue and have a conference call with the client explaining the resolution path the company will take to resolve the issue. If additional time is needed, the Business Development Director will contact the client and notify the client with an explanation and a follow up date as agreed by both the client and Revize.

Revize Support

- 8 a.m. – 8 p.m. EST Phone Support (Monday thru Friday)
- 24X7X365 Portal & Email Support
- Dedicated support staff to provide assistance and answer all questions
- Training refreshers
- Video tutorials and online training manual

**CivicPlus**

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

Quote #:
Date:
Expires On:

Statement of Work
Q-91644-1
1/28/2025 1:09 PM
2/28/2025

Client:
City of Porterville, CA

Bill To:
PORTERVILLE CITY, CALIFORNIA

SALESPERSON	Phone	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Hector Ortega		hector.ortega@civicplus.com		Net 30

One-time(s)

QTY	PRODUCT NAME	DESCRIPTION
1.00	DNS and Domain Hosting Setup	DNS and Domain Hosting Setup: https://www.ci.porterville.ca.us/
1.00	Premium Implementation - CivicEngage	Premium Implementation
150.00	Website Content Development - 1 Page	Content Development - 1 Page
4.00	Website New Customer Virtual System Training - Up to 3 hours	Website Virtual System Training - Up to 3 hours & 12 attendees

Recurring Service(s)

QTY	PRODUCT NAME	DESCRIPTION
1.00	Annual - CivicEngage Central	Annual - CivicEngage Central
1.00	Hosting & Security Annual Fee - CivicEngage Central	Hosting & Security Annual Fee - CivicEngage Central
1.00	Guardian Security (Cloudflare WAF/CDN)	Cloudflare Tier 1 WAF/CDN security protection
1.00	SSL Management CivicPlus Provided	SSL Management CivicPlus Provided: https://www.ci.porterville.ca.us/
1.00	DNS and Domain Hosting Annual Fee	DNS and Domain Hosting Annual Fee: https://www.ci.porterville.ca.us/

Initial Term		Beginning at signing and ending 60 months from the date of signature. Renewing annually on the date of signature.	
Initial Term Invoice Schedule		30% Year One Annual Total invoiced at signing, remaining 70% Year One Annual Total invoiced 6 months from signature date or completion of implementation, if earlier. Subsequent Annual Totals invoiced every 12 months.	
	Annual Subscription	One Time Fees	Annual Total
Year One	USD 7,169.00	USD 21,446.35	USD 28,615.35
Year Two	USD 7,527.45		USD 7,527.45
Year Three	USD 7,903.82		USD 7,903.82
Year Four	USD 8,299.01		USD 8,299.01
Year Five	USD 8,713.96		USD 8,713.96
Subtotal			USD 61,059.60
Annual Recurring Services Starting Year 6			USD 9,149.66
Renewal Procedure		Automatic 1 year renewal term, unless 60 days notice provided prior to renewal date	
Annual Uplift		5% to be applied in year 2	

This Statement of Work ("SOW") shall be subject to the terms and conditions of the CivicPlus Master Services Agreement and the applicable Solution and Services terms and conditions located at <https://www.civicplus.help/hc/en-us/p/legal-stuff> (collectively, the "Binding Terms"), By signing this SOW, Client expressly agrees to the terms and conditions of the Binding Terms throughout the term of this SOW.

Please note that this document is a SOW and not an invoice. Upon signing and submitting this SOW, Client will receive the applicable invoice according to the terms of the invoicing schedule outlined herein.

Acceptance of Quote # Q-91644-1

The undersigned has read and agrees to the Binding Terms, which are incorporated into this SOW, and have caused this SOW to be executed as of the date signed by the Customer which will be the Effective Date:

For CivicPlus Billing Information, please visit <https://www.civicplus.com/verify/>

Authorized Client Signature

CivicPlus

By (please sign):

By (please sign):

Printed Name:

Printed Name:

Title:

Title:

Date:

Date:

Organization Legal Name:

Billing Contact:

Title:

Billing Phone Number:

Billing Email:

Billing Address:

Mailing Address: (If different from above)

PO Number: (Info needed on Invoice (PO or Job#) if required)



CITY COUNCIL AGENDA – FEBRUARY 18, 2025

SUBJECT: Authorization to Execute Agreement - Permitting Software

SOURCE: Engineering and Project Management

COMMENT: At its meeting on September 3, 2024, the City Council authorized staff to distribute a Request for Qualifications (RFQ) seeking qualified vendors to provide a fully integrated permit tracking software system that will support both online and mobile functionality. The city currently uses the EnerGov permitting system by Tyler Technologies, but after several software updates over the years, it has become inefficient to use as it has lost a number of key features. The goal of the new software is to enhance operational efficiency, improve service delivery, and facilitate an improved and more transparent interaction with customers.

On October 3, 2024, staff received six (6) Statements of Qualifications (SOQs) for permitting software services. Staff reviewed and rated the firms in accordance with the "Policy for Selecting Consultants to Provide Architectural, Engineering and Similar Services." The results of the SOQ ratings are as follows (84 total points possible):

1. Granicus (SmartGov)	82.7 pts
2. TruePoint Solutions (Accela)	81.0 pts
3. Avocette Tech, Inc. (Accela)	79.0 pts
4. PSD Citywide	59.3 pts
5. Intuitive Municipal Solutions (IMS)	52.3 pts
6. KAT Enterprise	46.3 pts

From the initial SOQ ratings, staff found that the top two (2) submitted software options (SmartGov and Accela) were the most qualified and should be further evaluated through a product demonstration comparison. Product demonstrations were conducted to review the organization of the software solution, available options to implement, ease of use for both staff and the public, its overall user interface, and the available level of customer support. After the two product demonstrations were completed, it was determined that the City's needs would be best met by SmartGov.

Attached is the proposal negotiated with Granicus. Staff recommends the purchase of the SmartGov system for a one-time implementation

cost of \$62,670.46 and an annual subscription fee of \$60,472.65, for a total contract cost not to exceed \$123,143.11. Funding for this contract is approved in the Fiscal Year 2024-2025 budget from the General Fund.

RECOMMENDATION: That the City Council:

1. Authorize the Engineering & Project Management Director to execute the Consultant Service Agreement for Permitting Software Services to Granicus in the amount of \$123,143.11; and
2. Authorize progress payments up to one hundred percent (100%) of the contract amount.

ATTACHMENTS: 1. Granicus Proposal

Appropriated/Funded:

Review By:

Department Director:
Javier Sanchez, Engineering & Project Management Director

Final Approver: Jason Ridenour, Interim City Manager

Granicus Proposal for Porterville, CA

ORDER DETAILS

Prepared By: Brian Ondrako
Phone:
Email: brian.ondrako@granicus.com
Order #: Q-425819
Prepared On: 12 Feb 2025
Expires On: 13 Apr 2025

ORDER TERMS

Currency: USD
Payment Terms: Net 30 (Payments for subscriptions are due at the beginning of the period of performance.)
Period of Performance: The term of the Agreement will commence on the date this document is signed and will continue for 12 months.

PRICING SUMMARY

The pricing and terms within this Proposal are specific to the products and volumes contained within this Proposal.

One-Time Fees			
Solution	Billing Frequency	Quantity/Unit	One-Time Fee
SmartGov Training	Upon Delivery	1 Each	\$3,040.80
SmartGov Custom Implementation	Upon Delivery	1 Each	\$0.00
Financial Export Connector Configuration	Upon Delivery	1 Each	\$2,893.80
Existing Merchant Connector Configuration	Upon Delivery	1 Each	\$1,736.70
Project Management - SmartGov	Upon Delivery	1 Each	\$8,174.41
Data Migration - Documents & Attachments	Upon Delivery	1 Each	\$3,150.00
Map Connector Configuration	Upon Delivery	1 Each	\$1,446.90
Parcel Connector Configuration	Upon Delivery	1 Each	\$3,617.25
Portal Configuration	Upon Delivery	1 Each	\$1,446.90
Fees Configuration (Pages)	Upon Delivery	5 Each	\$3,076.50
General Config	Upon Delivery	1 Each	\$2,893.80
Workflow template customization	Upon Delivery	1 Each	\$20,609.40
Standardized Data Migration - Permits	Upon Delivery	1 Each	\$5,788.65
Base Standardized Migration Cost	Upon Delivery	1 Each	\$2,170.35
Custom Reports	Upon Delivery	5 Hours	\$2,625.00
SUBTOTAL:			\$62,670.46

New Subscription Fees			
Solution	Billing Frequency	Quantity/Unit	Annual Fee
SmartGov - Enterprise	Annual	1 Each	\$57,591.45
SmartGov Code Enforcement	Annual	1 Each	\$0.00
SmartGov Licensing	Annual	1 Each	\$0.00
SmartGov Permitting	Annual	1 Each	\$0.00
SmartGov Connector Financial	Annual	1 Each	\$1,440.60
SmartGov Connector Merchant	Annual	1 Each	\$1,440.60
SUBTOTAL:			\$60,472.65

PRODUCT DESCRIPTIONS

Solution	Description
SmartGov - Enterprise	Annual subscription to SmartGov software for: Permitting, Licensing, and Code Enforcement. Subscription includes the Public Portal.
SmartGov Code Enforcement	Annual subscription for SmartGov Code Enforcement Module for managing service requests and complaints.
SmartGov Licensing	Annual subscription for SmartGov Licensing Module for contractor registration, rental registration, business licensing.
SmartGov Permitting	Annual subscription for SmartGov Permitting Module for building and planning permits, inspections, and contacts.
SmartGov Connector Financial	The SmartGov Financial Connector outputs a financial extract with a pre-determined format which may be written to the customer's FTP site, if desired, to facilitate automated external processing of the file. The customer may request the use of an alternate delimiter if a comma is not acceptable. The financial extract job may be run on demand or scheduled to run on a consistent basis (e.g., daily, weekly, monthly, etc.). Companion reports designed for reconciliation and extract verification are also available.
SmartGov Connector Merchant	Connection to one merchant in the back office and/or portal from a list of available options. Subscriber remains responsible for the relationship with the provider.
SmartGov Training	Includes up to two (2) hours of User Acceptance Training to prepare primary users for Validation, focused on navigation and testing best practices. Go-Live training will span a one (1) week period, provided in three (3) hour sessions focused on Permit/Application Intake, Review, Inspections and Code Enforcement processes (as needed).
SmartGov Custom Implementation	SmartGov Configuration based on implementation options selected.

Solution	Description
Financial Export Connector Configuration	Configure financial export according to subscribers FMS (financial management system) as provided by Subscriber. Train Subscriber on how to export and set scheduler. Company will customize the configuration of the export to match Subscriber financial system input needs as documented. Available customizations include: Additional data fields Altered order of column information Alternate delimiter or fixed width formatting A header line is not part of the export. Financial Connector does not connect directly with any Financial Management System. If Subscriber provides a local (FTP) File Transfer Protocol, the Financial Connector can automatically upload to the defined FTP destination. By default, financial extract jobs are pre-configured and the included configuration of the Receipt Extract job will produce a comma-delimited file with the following data points: Receipt Number Receipt Date FMS/GL Code Fund GL Account Fee Amount Paid Fee Code Name Permit/License/Case Number Payer Name The included configuration of the Receipt Extract – FMS/GL Summary job will produce a comma-delimited file with the following data points: FMS/GL Code Fund GL Account Fee Amount Paid The file output of the financial extract may be written to the customer's FTP site, if desired, to facilitate automated external processing of the file. The customer may request the use of an alternate delimiter if a comma is not acceptable. The financial extract job may be run on demand or scheduled to run on a consistent basis (e.g., daily, weekly, monthly, etc.). Companion reports designed for reconciliation and extract verification are also available.

Solution	Description
Existing Merchant Connector Configuration	Configure merchant connection. Test and troubleshoot connection during test process. Subscriber to provide the required linking information for Company to complete the setup. These will often include connection URLs, Login IDs, and Transaction Keys. Requirements vary slightly depending on the selected Merchant. SmartGov will not test in Production environments.
Project Management - SmartGov	Project Management: Company Project Manager will act as an extension of the Subscriber's team and manage the implementation from start to finish. The Subscriber will have access to a personalized timeline which will be reviewed on a regular cadence. The Project Manager will partner with the Subscriber to coordinate all services, management of the project timeline, and help identify risks and/or issues. Project Management Services include: • Project planning and kickoff meetings. • Project schedule developed and maintained according to the SOW tasks, deliverables, dependencies, and resource assignments. • Status reporting and coordination of status meetings, bi-weekly, or as required. • Schedule monitoring and scope management. • Risk Management planning to identify, analyze, and mitigate risks. • Action Item and decision tracking, as well as resolving and escalating issues. • Change control management and issue tracking. • Company project resource management. • Verify product and deliverable acceptance with Subscriber. • Facilitating transition to Support. • Company's Project Manager will serve as the single point of contact for the project related to this SOW.
Data Migration - Documents & Attachments	Includes migration of clients documents/images as attachments to notes on permits, parcels, code enforcement cases or licenses. Client must provide easy mapping from documents to the object (permit, parcel, case etc...) it will be attached to

Solution	Description
Map Connector Configuration	Configure subscribers ESRI GIS layers into SmartGov Troubleshooting the incoming data Train client on how to maintain the service in SmartGov. MAP/GIS Connector: Company will connect to ESRI Map Service provided by Subscriber and secured by a publicly trusted certificate issued by a Certificate Authority. Subscriber is responsible for contracting separately with ESRI map service provider and ESRI configuration. SmartGov Requirements for Map Connector Integration: ArcGIS for Server 10.4 or ArcGIS for server Enterprise Standard 10.7.1 (OR) ArcGIS Online. Subscriber Map Service must be publicly accessible and require no user authentication of any kind. The Map Service must include a parcel layer with a designated field having parcel numbers that exactly match those provided in the Parcel Connector source data (this layer may be the same as that provided for the Parcel Connector if no authentication is required for access). Support for Feature, Tiled, and Web Map Services is not included. Custom base maps are not supported. Base maps from the ESRI base map library will be available for use. The following base maps are currently included (subject to change): Imagery Imagery Hybrid Streets Topographic Navigation Streets (Night) Terrain with Labels Light Gray Canvas Dark Gray Canvas Oceans National Geographic Style Map Open Street Map Chartered Territory Map Community Map Navigation (Dark Mode) Newspaper Map Human Geography Map Human Geography Dark Map Modern Antique Map Mid-Century Map Nova Map Colored Pencil Map Firefly Imagery Hybrid

Solution	Description
	USA Topo Maps

Solution	Description
Parcel Connector Configuration	Company will configure EITHER a Delimited Parcel Job OR ARCGIS Parcel Job on behalf of the Subscriber. Configure Subscribers parcel fields into SmartGov. Troubleshooting the incoming data and providing recommendations for Subscriber to resolve data gaps. Train Subscriber on how to maintain the service in SmartGov. Delimited File – A delimited file may be uploaded to the job at runtime. The delimited file option supports a single address for each individual parcel. Subscriber must use the template provided by Company. Parcel Layer – A parcel layer must be accessible by URL through an ESRI REST service. A secondary address-only layer may also be provided for parcels that have more than one address. The layer(s) must be publicly accessible and may be secured with a username and password. Subscriber is responsible for obtaining, cleaning, and maintaining all parcel data within the delimited file and/or ESRI Rest service. The configured parcel job will be available for Subscriber to run on-demand after go-live. The Parcel Layer Job can be set to run daily, weekly, monthly, or annually defined by how often Subscriber intends to update the Rest Service. Parcel source data (delimited file or parcel layer) must include the following fields, at a minimum: Parcel Number Primary Situs Address Primary Situs City Primary Situs State Primary Situs Zip Code Owner Name Owner Street Address Owner City populated for USA addresses only Owner State populated for USA addresses only Owner Zip Code populated for USA addresses only International Indicator with a value of "Y" for any owner address outside of the USA International line including the full regional equivalent of the city, state and zip code for any owner address outside of the USA Inclusion of the following additional fields is recommended: Parcel center point latitude in decimal degrees Parcel center point longitude in decimal degrees If using a secondary address layer with the ARCGIS Parcel job, the address layer must contain the following fields: Parcel Number

Solution	Description
	Secondary Situs Address Secondary Situs City Secondary Situs Zip Code Inclusion of the following additional fields is recommended for the secondary address layer: Address point latitude in decimal degrees Address point longitude in decimal degrees
Portal Configuration	Company will customize Subscriber's Portal by: • Loading Subscriber logo. • Exposing all permits/business licenses identified in Configuration workbook in which citizens will have access. • Advising on best practices for public release timeline and access code configuration. • Load Subscriber custom verbiage into limited fields. • Provide the access URL (Uniform Resource Locator) for Subscriber to add link to jurisdiction web pages. Includes consultant-led end-to-end walkthrough and demonstration of UAT/Validation process to Subscriber to confirm functionality meets configuration requirements.
Fees Configuration (Pages)	Subscriber Fees configured based on provided Fee schedule and according to Configuration Workbook. Based on Subscriber fee schedule, defined in the Order Form, Company will: • Setup Subscriber fee code calculations. • Load Subscriber FMS (Financial Management System) / GL (General Ledger Code) (according to Configuration Workbook). • Load Subscriber Valuation table (according to Configuration Workbook or ICC (International Chamber of Commerce) table). Setup Subscriber fixture costs (according to Configuration Workbook). • Load other Subscriber custom attributes / details as required for Subscriber fee calculations (according to Configuration Workbook).

Solution	Description
General Config	General Configuration: As part of the General Configuration, Company will: • Create Subscriber database with best practice defaults. • Provide Validation environment access to Subscriber. • Load Subscriber users with Company standard permissions (according to Configuration Workbook). • Configure system values (locality, time zone, header and footer detail, standard report settings). • Load Client Code References/Violation types (according to Configuration Workbook). • Set up General Ledger accounts. • Load Subscriber logo. • Provide access to over 100 reports and output document templates. Subscriber receives credentials for environment when initial configuration items under General Configuration deliverable are completed.
Workflow template customization	Workflow Template Configuration: Company will configure process templates as defined in the Business Process Analysis phase for each department in scope: Building/Permits, Code Enforcement, Licensing and/or Recurring Inspections. Company will: Load Subscriber Code References/Violation types (according to Configuration Workbook). Load custom attributes/details within the limited fields available (not associated with fees, according to Configuration Workbook). Configure workflow to meet business requirements defined in Configuration Workbook. Consultant-led end-to-end walkthrough and demonstration of UAT/Validation process to Subscriber to confirm functionality meets configuration requirements. Completed upon configuration according to documentation in the Configuration Workbook Percentage: 100%

Solution	Description
Standardized Data Migration - Permits	Company will import permit data from a single client database source, approved by Company as standard source data. Multiple databases or unapproved source data will be subject to a change order for a custom data migration. The fields below are considered in-scope of a standard Permit data migration. The final output has many factors, including the fields available from the source data. Fields: Basic Permit Info, Parcel Contacts (Contractors will be listed on Contacts), Inspections, Fees as Notes, Notes The data migration process assumptions: Subscriber will provide an initial data set from source database. Company will provide a mapping workbook to Subscriber where Subscriber is responsible for mapping data fields to the preconfigured database fields. Subscriber will have two (2) weeks ten (10) business days to validate the initial data load and provide feedback. There is a maximum of two (2) rounds of feedback within that 10-day period. Thorough validation is necessary for any successful SmartGov data migration as there is no additional data cleansing possible after the final migration. No more system changes will be permitted after successful Validation. Subscriber to provide a final data set three (3) business days before Go-Live. Final data load will occur the day before Go-Live.

Solution	Description
Base Standardized Migration Cost	Base Data Migration includes non-module data such as contacts and is included in all standard data migration packages with one or more module data migrations. Company will import permit data from a single client database source, approved by Company as standard source data. Multiple databases or unapproved source data will be subject to a change order for a custom data migration. The Standard Data Migration includes the Base fields and one or more of the additional datasets per the Sales Order Form. The fields below are considered in-scope of a standard data migration. The final output has many factors, including the fields available from the source data. Parcels: Ownership Addresses Contacts: Phone Address Email The data migration process assumptions: Subscriber will provide an initial data set from source database. Company will provide a mapping workbook to Subscriber where Subscriber is responsible for mapping data fields to the preconfigured database fields. Subscriber will have two (2) weeks ten (10) business days to validate the initial data load and provide feedback. There is a maximum of two (2) rounds of feedback within that 10-day period. Thorough validation is necessary for any successful SmartGov data migration as there is no additional data cleansing possible after the final migration. No more system changes will be permitted after successful Validation. Subscriber to provide a final data set three (3) business days before Go-Live. Final data load will occur the day before Go-Live.
Custom Reports	Custom scoped work for custom reports outside of the scope of the standard reports offered.

TERMS & CONDITIONS

- This quote, and all products and services delivered hereunder are governed by the terms located at <https://granicus.com/legal/licensing>, including any product-specific terms included therein (the "License Agreement"). If your organization and Granicus has entered into a separate agreement or is utilizing a contract vehicle for this transaction, the terms of the License Agreement are incorporated into such separate agreement or contract vehicle by reference, with any directly conflicting terms and conditions being resolved in favor of the separate agreement or contract vehicle to the extent applicable.
- If submitting a Purchase Order, please include the following language: The pricing, terms and conditions of quote Q-425819 dated 12 Feb 2025 are incorporated into this Purchase Order by reference and shall take precedence over any terms and conditions included in this Purchase Order.
- This quote is exclusive of applicable state, local, and federal taxes, which, if any, will be included in the invoice. It is the responsibility of Porterville, CA to provide applicable exemption certificate(s).
- Any lapse in payment may result in suspension of service and will require the payment of a setup fee to reinstate the subscription.

BILLING INFORMATION

Billing Contact:		Purchase Order Required?	☐ - No ☐ - Yes
Billing Address:		PO Number: <i>If PO required</i>	
Billing Email:		Billing Phone:	

If submitting a Purchase Order, please include the following language:

The pricing, terms, and conditions of quote Q-425819 dated 12 Feb 2025 are incorporated into this Purchase Order by reference and shall take precedence over any terms and conditions included in this Purchase Order.

AGREEMENT AND ACCEPTANCE

By signing this document, the undersigned certifies they have authority to enter the agreement. The undersigned also understands the services and terms.

Porterville, CA	
Signature:	
Name:	
Title:	
Date:	



CITY COUNCIL AGENDA – FEBRUARY 18, 2025

SUBJECT: Authorization to Distribute a Request for Proposals for Bus Stop Signs

SOURCE: Public Works

COMMENT: The Transportation Department is seeking authorization to release a Request for Proposals (RFP) to replace aging bus stop signs across the City. Many of the existing signs have been in place for years and have deteriorated due to prolonged exposure to weather and vandalism, making them difficult to read and less effective for riders. This replacement initiative is part of the department's long-term asset management strategy, ensuring that transit infrastructure is regularly updated for safety, visibility, and ease of use.

Bus stop signs play a crucial role in the transit system, providing clear identification of stop locations and critical route information. Over time, fading, rust, and physical damage have reduced their effectiveness. The new signs will be constructed using high-visibility, reflective materials to enhance readability in all lighting conditions, with durable coatings to extend their lifespan and reduce maintenance needs.

The Transportation Department has historically followed a structured replacement schedule for signage, shelters, and other transit amenities, similar to the replacement planning used for the transit fleet. This proactive approach helps maintain a reliable and user-friendly public transportation system while minimizing unexpected repair costs.

The primary focus of the updated signage remains on ensuring riders can easily locate bus stops and access clear, legible information.

A total of \$100,000 has been allocated for this project, with 80% (\$80,000) funded by the Federal Transit Administration (FTA) and 20% (\$20,000) from local transportation funds. The RFP will seek qualified vendors who can provide durable, cost-effective signage that meets the City's specifications.

Upon Council approval, the RFP will be released within five business days, with a 30-day proposal period. A selection committee will evaluate the submissions, and the recommended vendor will be presented to the City Council for final approval. Installation is expected to begin shortly thereafter.

This project represents an investment in keeping Porterville's transit system safe, accessible, and user-friendly for all riders.

RECOMMENDATION: That the City Council authorize the distribution of a Request for Proposals (RFP) for the procurement of bus stop signs.

ATTACHMENTS: 1. DRAFT RFP Bus Stop Signs

Appropriated/Funded:

Review By:

Department Director:
Richard Tree, Director of Transportation

Final Approver: Jason Ridenour, Interim City Manager



**CITY OF PORTERVILLE
REQUEST FOR PROPOSAL RFP No.
BUS STOP SIGNS**



February 25, 2025

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

The project is funded in part by the Federal Transit Administration Catalog of Federal Domestic Assistance (CFDA) 20.500 and 20.507. The City of Porterville reserves the right to reject any or all proposals.



**CITY OF PORTERVILLE, CALIFORNIA
REQUEST FOR PROPOSALS (RFP) NO.
BUS STOP SIGNS**

PROPOSALS will be received by the Transportation Department, submitted through the Public Purchase website, until 2:00 P.M. on Thursday, March 27, 2025, for the Contract to bus stop signs and materials. **Proposals must be submitted through the Public Purchase website.**

A mandatory site visit is NOT REQUIRED in order to be familiar with the site and the work to be performed.

This contract is federally funded and as such, the Federal Requirements associated with the performance of services under this contract have been included with this RFP. The awarded Proposer will be responsible for adherence to all local, state, and federal requirements listed herein. These requirements are hereby incorporated into the subsequent contract arising from this RFP.

Proposal forms and documents may be inspected and electronically downloaded at no cost, at the Public Purchase website, www.publicpurchase.com. No copies of said documents will be provided by the City. All addenda and correspondence during the process will be handled electronically through the Public Purchase website.

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

The City hereby affirmatively ensures that Minority Business Enterprises and Disadvantaged Business Enterprises (DBE) will be afforded the full opportunity to submit proposals in response to this notice. Individuals and/or entities submitting bids/proposals to the City of Porterville will not be discriminated against on the basis of race, religious creed, color, national origin, ancestry, physical or mental disability, medical condition, genetic information, marital status, gender, gender identity or expression, age, sexual orientation, or military or veteran status in any consideration leading to the award of contract.

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

Publication Dates:

February 25, 2025

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Section I - Instructions

RFP/Agreement Schedule

Event	Date of Event
RFP Available to the public	February 25, 2025
Required Site Tour	Not Required
Deadline to submit questions	March 11, 2025
Proposal submittal deadline @ 2:00 pm PST	March 27, 2025
Short list established and vendors notified	N/A
Interviews/Presentation with short-listed vendors (if required)	N/A
Award of Contract @ City Council Meeting	April 15, 2025
Contract Begins	May 1, 2025

City's Vendor Self-Registration and Notification

Proposal forms and documents may be inspected and electronically downloaded at no cost, at the Public Purchase website, www.publicpurchase.com. No copies of said documents will be provided by the City. No proposal shall be received from an individual or firm that has not accessed the proposal documents from the Public Purchase website. All addenda and correspondence during the process will be handled electronically through the Public Purchase website. Questions regarding this request for proposals must be submitted through the Public Purchase website. **Proposals must be submitted through the Public Purchase website.**

Background

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

Porterville has a land area of approximately 14.3 square miles (9,161 acres), situated at the base of the foothills of the Sierra Nevada Mountain Range. It is approximately 30 miles southeast of Visalia (the County seat); 60 miles northeast of Bakersfield, 165 miles northeast of Los Angeles, and 254 miles southeast of San Francisco. State Routes 65 and 190 bisect the community.

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

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

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

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

Preparation of Offer

1. Any person (“Proposer”) submitting a Proposal (“Proposal”) in response to this Request for Proposals (“RFP”) shall examine the Scope of Work carefully and be informed thoroughly regarding any and all conditions and requirements that may in any manner affect the work to be performed under the contract to be awarded under this RFP (the “Contract”). No allowances shall be made because of lack of knowledge of any specifications, conditions, or requirements of this RFP.
2. All forms provided must be completed and submitted with your Proposal.
3. It is permissible to copy submittal forms if necessary. Erasures, interlineations, or other modifications of the Proposal must be initialed in original ink by the authorized person signing the offer. No Proposal will be altered, amended, or withdrawn after the specified offer due date and time. The City is not responsible for Proposer’s errors or omissions.
4. All time periods stated as a number of days will be calendar days.
5. It is the responsibility of all Proposers to examine the entire solicitation and seek clarification of any requirement that may not be clear and to check all responses for accuracy before submitting a Proposal. Negligence in preparing a Proposal confers no right of withdrawal after due date and time. Proposers are strongly encouraged to:
 - 1) Consider applicable laws and/or economic conditions that may affect cost, progress, performance, or furnishing of the products or services.
 - 2) Study and carefully correlate Proposer’s knowledge and observations with the RFP document and other related data.
 - 3) Promptly notify the City of all conflicts, errors, ambiguities, or discrepancies which a proposer has discovered in or between the RFP document and such other related documents.

- 4) The City does not reimburse the cost of developing, presenting or providing any response to this solicitation. Proposals submitted for consideration should be prepared simply and economically, providing adequate information in a straightforward and concise manner. The Proposer is responsible for all costs incurred in responding to this solicitation. All materials and documents submitted in response to this solicitation become the property of the City and will not be returned.
- 5) Proposers are reminded that the specifications stated in the solicitation are the minimum level required and that offers submitted must be for products or services that meet or exceed the minimum level of all features specifically listed in this solicitation. Proposals offering less than any minimum specifications or criteria specified are not responsive and should not be submitted.
- 6) Proposers' responses submitted for products considered by the seller to be acceptable alternates to the brand names or manufacturer's catalog references specified herein must be submitted with technical literature and/or detailed product brochures for the City's use to evaluate the products proposed. Proposals submitted without this product information may be considered as non-responsive and rejected. The City will be the sole judge as to the acceptability of alternate products offered.
- 7) Prices shall be submitted on a per unit basis by line item, when applicable. Failure to submit any unit pricing will be sufficient grounds for the City to consider the proposal to be non-responsive. In the event of a disparity between the unit price and extended price, the unit price shall prevail unless obviously in error.

Exceptions

Proposer must not take any exceptions to any terms, conditions or material requirements of this solicitation. Proposals submitted with exceptions may be deemed non-responsive and disqualified from further consideration in the City's sole discretion. Proposals must conform to all the requirements specified in the solicitation. The City encourages Proposers to send inquiries to the procurement officer rather than including exceptions in their Proposal.

Communications to City

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

Addenda

The City of Porterville will not be responsible for any oral instructions made by any employees or officers of the City of Porterville regarding this solicitation. Any changes will be in the form of an addendum. The Offeror must acknowledge receipt of any/all addenda by signing and returning the document with the offer submittal.

Business in California

The City will not enter contracts with Proposers (or any company(ies)) not granted authority to transact business, or not in good standing, in the state of California, unless the proposer asserts a statutory exception prior to entering a contract with the City.

Licenses

If required by law for the operation of the business or work related to this Proposal, Proposer must possess all valid certifications and/or licenses as required by federal, state or local laws at the time of submittal.

Certification

By signing the Proposal, proposer certifies:

- The Proposer's submission of the Proposal did not involve collusion or other anti-competitive practices
- The Proposer shall not discriminate against any employee, or applicant for employment in violation of Federal or State Law.
- The Proposer has not given, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted proposal.

Minimum Qualifications

- Proposer must have been in operation a minimum of five years.

Certificates of Insurance

Upon notification of a recommended award, the Proposer will have 14 calendar days to submit a complete certificate of insurance in the minimum amounts and the coverages as required in the Insurance Requirements of this solicitation. Insurance requirements are non-negotiable.

Award of Contract

Unless otherwise indicated, award(s) will be made to the most responsive and responsible Proposer whose proposal, in the sole and absolute discretion of City, for providing the goods and/or services contained in this solicitation, who have demonstrated the ability to perform in an acceptable manner, and is most advantageous to the City.

Notwithstanding any other provision of this solicitation, the City reserves the right to: (1) waive any immaterial defect or informality; or (2) reject any or all offers or portions thereof; or (3) reissue a solicitation.

A response to a solicitation is a Proposal to contract with the City based upon the terms, conditions, and specifications contained in the City's solicitation. Proposals do not become contracts until they are executed by the Mayor. A contract has its inception in the award, eliminating a formal signing of a separate contract. For that reason, all of the terms, conditions and specifications of the procurement contract are contained in the solicitation, and in any addendum or contract amendment.

Solicitation Transparency Policy

Commencing on the date and time a solicitation is published, potential or actual proposers or respondents (including their representatives) shall only discuss matters associated with the solicitation with the Mayor, any members of City Council, the City Manager, Deputy City Manager, or any department director directly associated with the solicitation (including in each case their assigned staff, except for the designated procurement officer) at a public meeting, posted under California Statutes, until the resulting contract(s) are awarded to all proposals or responses are rejected and the solicitation is cancelled without any announcement by the Procurement Officer of the City's intent to reissue the same or similar solicitation.

As long as the solicitation is not discussed, Proposers may continue to conduct business with the City and discuss business that is unrelated to the solicitation with the City staff. Proposers may not discuss the solicitation with any City employees or evaluation panel members.

Proposers may discuss their proposal or the solicitation with the Mayor or one or more members of the Porterville City Council, provided such meetings are scheduled through the Procurement Officer, and are posted as open meetings with the City Clerk at least 24 hours prior to the scheduled meetings. The City Clerk will be responsible for posting the meetings. The posted notice shall identify the participants and the subject matter, as well as invite the public to participate.

With respect to the selection of the successful Proposals, the City Manager will continue the past practice of exerting no undue influence on the process. In all solicitations of bids and proposals, any direction on the selection from the City Manager and Department Head (or representative) to the proposal review panel or selecting authority must be provided in writing to all prospective Offerors.

This policy is intended to create a level playing field for all Proposers, assure that contracts are awarded in public, and protect the integrity of the selection process. **PROPOSERS THAT VIOLATE THIS POLICY SHALL BE DISQUALIFIED.** After official Notice is received by the City for disqualification, the Proposer may follow the Protest process, unless the Solicitation is cancelled without notice of intent to re-issue.

“To discuss” means any contact by the Proposer, regardless of whether the City responds to the contact. Proposers that violate this policy will be disqualified until the resulting contract(s) are

awarded, or all proposals or responses are rejected and the solicitation is cancelled without any announcement by the Procurement Officer of the City's intent to reissue the same or a similar solicitation. The City interprets the policy as continuing through a cancellation of a solicitation until Council award of the contract, as long as the City cancels with a statement that the City will rebid the solicitation.

Protest Process

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

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

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

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

Public Record

All Proposals submitted in response to this solicitation will become the property of the City and become a matter of public record available for review pursuant to California State law. If a Proposer believes that a specific section of its Proposal response is confidential, the Proposer will isolate the pages marked confidential in a specific and clearly labeled section of its Proposal

response. A Proposer may request specific information contained within its Proposal is treated by the Procurement Officer as confidential provided the Proposer clearly labels the information “confidential.” To the extent necessary for the evaluation process, information marked as “confidential” will not be treated as confidential. Once the procurement file becomes available for public inspection, the Procurement Officer will not make any information identified by the Proposers as “confidential” available to the public unless necessary to support the evaluation process or if specifically requested in accordance with applicable public records law. When a public records request for such information is received, the Procurement Officer will notify the Proposer in writing of any request to view any portion of its Proposal marked “confidential.” The Proposer will have the time set forth in the notice to obtain a court order enjoining such disclosure. If the Proposer does not provide the Procurement Officer with a court order enjoining release of the information during the designated time, the Procurement Officer will make the information requested available for inspection.

Right to Disqualify

The City reserves the right to disqualify any Proposer who fails to provide information or data requested or who provides materially inaccurate or misleading information or data. The City further reserves the right to disqualify any Proposer on the basis of any real or apparent conflict of interest that is disclosed by the Proposer submitted or any other data or information available to the City. This disqualification is at the sole discretion of the City. By submission of a solicitation response, the Proposer waives any right to object now or at any future time, before any agency or body including, but not limited to, the City Council of the City of Porterville or any court as to the exercise by the City of such right to disqualify or as to any disqualification by reason of real or apparent conflict of interest determined by the City. The City reserves the right to replace the disqualified Proposer.

Late Proposals

Late Proposals must be rejected, except for good cause. If a late Proposal is submitted, the Department will document the date and time of the submittal of the late Proposal, keep the Proposal and notify the Proposer that its Proposal was disqualified for being late.

Pre-Bid Meeting

A mandatory site visit is NOT REQUIRED in order to be familiar with the site and the work to be performed.

Contract Award

The City reserves the right to award a contract by individual line items, by group, all or none, or any other combination most advantageous to the City. The City reserves the right to multiple award contracts.

Determining Responsiveness and Responsibility

Proposals will be reviewed for documentation of any required minimum qualifications, completeness, and compliance with the Solicitation requirements. The City reserves sole discretion to determine responsiveness and responsibility.

Responsiveness: Nonresponsive Proposals will not be considered in the evaluation process. The solicitation states criteria that determine responsiveness, and the solicitation includes terms and conditions that if included or excluded from Proposals will render a Proposal nonresponsive.

Exceptions, conditions, reservations, or understandings are presumed to be unacceptable, and a Proposal that includes unacceptable exceptions, conditions, reservations, or understandings may be rejected as nonresponsive. Alternatively, the City in its sole discretion may instruct in writing that any Proposer remove the conditions, exceptions, reservations or understandings. If the Proposer fails to do so in writing, the City may determine the Proposal to be nonresponsive.

Responsibility: To obtain true economy, the City must conduct solicitations to minimize the possibility of a subsequent default by Contractor, late deliveries, or other unsatisfactory performance that may result in additional administrative costs. It is important that the Proposer be a responsible contractor. Responsibility includes the Proposer's integrity, compliance with public policy, skill, capacity, experience, record of past performance, financial and technical resources, and facilities for conducting the work to be performed.

The Procurement Officer will review each Proposal to determine if the Proposer is responsible. The City's determination as to whether a Proposer is responsible will be based on all information furnished by the Proposer, interviews (if any), any information at the City's request and information received from Proposer's references, including information about Proposer's history, terminations for convenience or cause, contract breach lawsuits or notices of claim and any other sources the City deems appropriate. Award of the Contract resulting from the solicitation will not be made until any necessary investigation, which each Proposer agrees to permit by submitting its Proposal, is made by the City as it deems necessary. A review of responsibility may occur up to contract award.

The Proposer's unreasonable failure to promptly supply information about an inquiry with respect to responsibility may be grounds for a determination of non-responsibility with respect to such Proposal.

Clarifications

The City may request written clarifications for such purposes as information gathering or eliminating minor irregularities in offers. Clarifications shall not otherwise afford the Offerors the opportunity to alter or change their offers.

Detailed Evaluation of Proposals and Determination of Competitive Range

During deliberations, the Evaluation Panel will reach a consensus score for each evaluation criterion except price. The Procurement Officer will score the price, which will be added to the

overall consensus score. The overall consensus scores will determine the Proposer's rankings and which Proposals are within the Competitive Range, when appropriate.

Proposals Not Within The Competitive Range

The City may notify Proposers of Proposals that the City determined are not in the Competitive Range.

Discussions With Proposers In The Competitive Range

The City will notify each Proposer whose Proposal is in the Competitive Range or made the 'short list' and provide in writing any questions or requests for clarification to the Proposer. Each Proposer so notified may be interviewed by the City and asked to discuss answers to written or oral questions or provide clarifications to any facet of its Proposal. The Proposers in the competitive range may be required to provide a demonstration of their product.

Demonstrations - Proposers in the competitive range may be invited to construct a hands-on sample or presentation of their solution at the City of Porterville. In addition, each finalist may prepare and deliver a presentation of their proposed solution based on the script developed by the evaluation panel. The City may also require a hands-on lab demonstration designed specifically for the evaluation panel. The results of the surveys will be tabulated and delivered to the evaluation team for the final review and solution selection session(s).

If a Proposal in the Competitive Range contains conditions, exceptions, reservations or understandings to or about any Contract or Solicitation Scope requirement, the City may discuss or negotiate the conditions, exceptions, reservations or understandings during these meetings. But the City in its sole discretion may reject any and all conditions, exceptions, reservations and understandings, and the City may instruct any Proposer to remove the conditions, exceptions, reservations or understandings. If the Proposer fails to do so, the City may determine the Proposal is nonresponsive, and the City may revoke its determination that the Proposer is in the Competitive Range.

To the fullest extent permitted by law, the City will not provide any information, financial or otherwise, to any Proposer about other Proposals received in response to this solicitation. During discussions with Proposers in the Competitive Range, the City will not give Proposers specific prices or specific financial requirements that Proposers must meet to qualify for further consideration. The City may state that proposed prices are too high with respect to the marketplace or otherwise unacceptable. Proposers will not be told of their relative rankings before Contract award.

Best and Final Offers (BAFO)

A BAFO is an option available for negotiations. Each Proposer in the Competitive Range, which is determined in the City's sole discretion, may be afforded the opportunity to amend its Proposal and make one BAFO.

If a Proposer's BAFO modifies its initial offer, the BAFO should include a "Change Log" identifying all modifications made to the Proposal. The City will evaluate BAFOs based on the same requirements and criteria applicable to initial Proposals. The City will adjust appropriately, at its sole discretion, the initial scores for criteria that have been affected by Proposal modifications made by a BAFO. Based on the criteria defined in the solicitation as weighted, the City will then perform final scoring and prepare final rankings.

The Evaluation Panel will recommend the Proposal that is the most advantageous to the City based on the evaluation criteria.

The City reserves the right to make an award to a Proposer whose Proposal is the highest rated and most advantageous to the City based on the evaluation criteria, without conducting written or oral discussions with any Offeror, without negotiations, and without soliciting BAFOs.

Section II – Standard Terms and Conditions

Contract Interpretation

Applicable Law

This Contract will be governed by the law of the State of California, and suits pertaining to this Contract will be brought only in Federal or State courts in Tulare County, State of California.

Contract Order Of Precedence

In the event of a conflict in the provisions of the Contract, as accepted by the City and as they may be amended, the following will prevail in the order set forth below:

- Federal Terms and Conditions
- Special Terms and Conditions
- Standard Terms and Conditions
- Amendments
- Scope of Work
- Specifications
- Attachments
- Exhibits
- Instructions to Contractors
- Other documents referenced or included in the RFP

Organization – Employment Disclaimer

The Agreement resulting hereunder is not intended to constitute, create, give rise to, or otherwise recognize a joint venture agreement or relationship, partnership or formal business organization of any kind, and the rights and obligations of the parties will be only those expressly set forth in the agreement. The parties agree that no persons supplied by the Contractor in the performance of Contractor's obligations under the agreement are considered to be City's employees and that no rights of City civil service, retirement or personnel rules accrue to such persons. The Contractor will have total responsibility for all salaries, wage bonuses, retirement, withholdings, workmen's compensation, occupational disease compensation, unemployment compensation, other employee benefits and all taxes and premiums appurtenant thereto concerning such persons and will save and hold the City harmless with respect thereto.

Severability

The provisions of this Contract are severable to the extent that any provision or application held to be invalid will not affect any other provision or application of the contract which may remain in effect without the invalid provision or application.

Non-Waiver of Liability

The City of Porterville as a public entity supported by tax monies, in execution of its public trust, cannot agree to waive any lawful or legitimate right to recover monies lawfully due it. Therefore, any Contractor agrees that it will not insist upon or demand any statement whereby the City agrees to limit in advance or waive any right the City might have to recover actual lawful damages in any court of law under applicable California law.

Parol Evidence

This Agreement is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of this agreement. No course of prior dealings between the parties and no usage in the trade will be relevant to supplement or explain any term used in this Contract. Acceptance or acquiescence in a course of performance rendered under this contract will not be relevant to determine the meaning of this Contract even though the accepting or acquiescing party has knowledge of the nature of the performance and opportunity to object.

Contract Administration and Operation**Records**

All books, accounts, reports, files, and other records relating to the contract will be subject at all reasonable times to inspection and audit by the City for five years after completion of the contract. Such records will be produced at a City of Porterville office as designated by the City. Confidentiality will be maintained, and City will not violate any proprietary or other confidentiality agreements vendor has in place.

Discrimination Prohibited

Any Contractor, in performing under this contract, will not discriminate against any worker, employee or applicant, or any member of the public, because of race, color, religion, sex, national origin, age or disability nor otherwise commit an unfair employment practice. The Contractor will take action to ensure that applicants are employed, and employees are dealt with during employment without regard to their race, color, religion, sex, or national origin, age or disability and adhere to a policy to pay equal compensation to men and women who perform jobs that require substantially equal skill, effort, and responsibility, and that are performed within the same establishment under similar working conditions. Such action will include but not be limited to the following: Employment, promotion, 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 further agrees that this clause will be incorporated in all subcontracts with all labor organizations furnishing skilled, unskilled, and union labor, or who may perform any such labor or services in connection with this contract. Contractor further agrees that this clause will be incorporated in all subcontracts.

Equal Employment Opportunity and Pay

For a Contractor with 35 employees or fewer: Contractor in performing under this Agreement shall not discriminate against any worker, employee or applicant, or any member of the public, because of race, color, religion, sex, national origin, age, or disability, nor otherwise commit an unfair employment practice. The Contractor will ensure that applicants are employed, and employees are dealt with during employment without regard to their race, color, religion, sex, national origin, age, or disability. Such action shall include but not be limited to the following: employment, promotion, 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 further agrees that this clause will be incorporated in all subcontracts related to this Agreement that involve furnishing skilled, unskilled and union labor, or who may perform any such labor or services in connection with this Agreement. Contractor further agrees that this clause will be incorporated in all subcontracts.

For a Contractor with more than 35 employees: Contractor in performing under this Agreement shall not discriminate against any worker, employee or applicant, or any member of the public, because of race, color, religion, sex, national origin, age, or disability, nor otherwise commit an unfair employment practice. The Contractor will ensure that applicants are employed, and employees are dealt with during employment without regard to their race, color, religion, sex, national origin, age, or disability, and shall adhere to a policy to pay equal compensation to men and women who perform jobs that require substantially equal skill, effort, and responsibility, and that are performed within the same establishment under similar working conditions. Such action shall include but not be limited to the following: employment, promotion, 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 further agrees that this clause will be incorporated in all subcontracts with all labor organizations furnishing skilled, unskilled and union labor, or who may perform any such labor or services in connection with this contract. Contractor further agrees that this clause will be incorporated in all subcontracts, job-Contractor agreements. The Contractor further agrees not to discriminate against any worker, employee or applicant, or any member of the public, because of sexual orientation or gender identity or expression and shall ensure that applicants are employed, and employees are dealt with during employment without regard to their sexual orientation or gender identity or expression.

Documentation: Contractors may be required to provide additional documentation to the Equal Opportunity Department affirming that a nondiscriminatory policy is being utilized.

Monitoring: The City shall monitor the employment policies and practices of Contractors subject to this article as deemed necessary. The City is authorized to conduct on-site compliance reviews of selected firms, which may include an audit of personnel and payroll records, if necessary.

Health, Environmental and Safety Requirements

The Contractor's products, services and facilities will be in full compliance with all applicable Federal, State and local health, environmental and safety laws, regulations, standards, codes and ordinances, regardless of whether or not they are referred to by the City.

At the request of City representatives, the Contractor will provide the City:

- Environmental, safety and health regulatory compliance documents (written safety programs, training records, permits, etc.) applicable to services provided by the Contractor in this contract.
- A list of all federal, state, or local (EPA, OSHA, Tulare County, etc.) citations or notice of violations issued against their firm or their subcontractors including dates, reasons, dispositions and resolutions.

The City will have the right, but not the obligation to inspect the facilities, transportation vehicles or vessels, containers and disposal facilities provided by the Contractor or subcontractor. The City will also have the right to inspect operations conducted by the Contractor or subcontractor in the performance of this Agreement. The City further reserves the right to make unannounced inspections of the Contractor's facilities (during normal business hours).

Compliance With Laws

Contractor agrees to fully observe and comply with all applicable Federal, State and local laws, regulations, standards, codes and ordinances when performing under this Contract regardless of whether they are being referred to by the City. Contractor agrees to permit City inspection of Contractor's business records, including personnel records to verify any such compliance.

Because the Contractor will be acting as an independent Contractor, the City assumes no responsibility for the Contractor's acts.

Continuation During Disputes

Contractor agrees that notwithstanding the existence of any dispute between the parties, insofar as is possible, under the terms of the contract, the Contractor will continue to perform the obligations required of Contractor during the continuation of any such dispute unless enjoined or prohibited by a California Court of competent jurisdiction.

Emergency Purchases

The City reserves the right to purchase from other sources those items which are required on an emergency basis and cannot be supplied immediately from stock by the Contractor.

Costs and Payments

General

Any prompt payment terms offered must be clearly noted by the Contractor on all invoices submitted to the City for the payment of goods or services received. The City will make every effort to process payment for the purchase of material or services within thirty to forty-five calendar days after receipt of a correct invoice, unless a good faith dispute exists to any obligation to pay all or a portion of the account. Payment terms are specified in the Proposal.

Payment Deduction Offset Provision

Contractor acknowledges that the City Charter requires that no payment be made to any Contractor as long as there is an outstanding obligation due to the City. Contractor agrees that any obligation it owes to the City will be offset against any payment due to the Contractor from the City.

Late Submission of Claim By Contractor

The City will not honor any invoices or claims which are tendered one year after the last item of the account accrued.

Discounts

Payment discounts will be computed from the date of receiving acceptable products, materials and/or services or correct invoice, whichever is later to the date payment is mailed.

No Advance Payment

Advance payments are not authorized. Payment will be made only for actual services or commodities that have been received, unless addressed specifically in the Scope of work for subscription services.

Fund Appropriation Contingency

The Contractor recognizes that any agreement entered into will commence upon the day first provided and continue in full force and effect until termination in accordance with its provisions. The Contractor and the City herein recognize that the continuation of any contract after the close of any given fiscal year of the City, which ends on June 30th of each year, will be subject to the approval of the budget of the City providing for or covering such contract item as an expenditure therein. The City does not represent that said budget item will be actually adopted, said determination being the determination of the City Council at the time of the adoption of the budget.

Maximum Prices

The City will not be invoiced at prices higher than those stated in any contract resulting from this Proposal. Contractor certifies, by signing this Proposal that the prices offered are no higher than the lowest price the Contractor charges other buyers for similar quantities under similar conditions, as applicable and shown by quotes for like services and goods. Contractor further agrees that any reductions in the price of the goods or services covered by this Proposal and occurring after award will apply to the undelivered balance. The Contractor will promptly notify the City of such price reductions.

F.O.B Point

All prices are to be quoted F.O.B. destination, unless specified elsewhere in this solicitation.

Contract Changes

Contract Amendments

Contracts will be modified only by a written contract amendment signed persons duly authorized to enter into contracts on behalf of the Contractor. No verbal agreement or conversation with any officer, agent, or employee of the City either before or after execution of the contract, will affect or modify any of the terms or obligations contained or to be contained in the contract. Any such verbal agreements or conversation shall be considered as unofficial information and in no way binding upon the City or the Contractor. All agreements shall be in writing and contract changes shall be by written amendment signed by both parties.

Assignment – Delegation

No right or interest in this contract nor monies due hereunder will be assigned in whole or in part without written permission of the City, and no delegation of any duty of Contractor will be made without prior written permission of the City, which may be withheld for good cause. Any assignment or delegation made in violation of this section will be void.

Non-Exclusive Contract

Any contract resulting from this solicitation will be awarded with the understanding and agreement that it is for the sole convenience of the City. The City reserves the right to obtain like goods or services from another source when necessary.

Risk of Loss and Liability

Title and Risk of Loss

The title and risk of loss of material or service will not pass to the City until the City actually receives the material or service at the point of delivery; and such loss, injury, or destruction will not release seller from any obligation hereunder.

Acceptance

All material or service is subject to final inspection and acceptance by the City. Material or service failing to conform to the specifications of this contract will be held at Contractor's risk and may be returned to the Contractor. If so returned, all costs are the responsibility of the Contractor. Noncompliance will conform to the cancellation clause set forth in this document.

Force Majeure

Except for payment of sums due, neither party will be liable to the other nor deemed in default under this contract if and to the extent that such party's performance of this contract is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Force majeure will not include late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition.

If either party is delayed at any time in the progress of the work by force majeure, the delayed party will notify the other party in writing of such delay, as soon as is practical, of the commencement thereof and will specify the causes of such delay in such notice. Such notice will be hand-delivered or mailed certified-return receipt and will make a specific reference to this provision, thereby invoking its provisions. The delayed party will cause such delay to cease as soon as practicable and will notify the other party in writing when it has done so. The time of completion will be extended by contract modification for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this contract.

Loss of Materials

The City does not assume any responsibility, at any time, for the protection of or for loss of materials, from the time that the contract operations have commenced until the final acceptance of the work by the project manager.

Contract Performance

Contractor will furnish all necessary labor, tools, equipment, permitting, and supplies to perform the required services at the City facilities designated, unless otherwise specifically addressed in the scope, or elsewhere in this Agreement. The City's authorized representative will decide all questions which may arise as to the quality and acceptability of any work performed under the contract. If, in the opinion of the City's authorized representative, performance becomes unsatisfactory, the City will notify the Contractor.

The Contractor will have 30 days from that time to correct any specific instances of unsatisfactory performance, unless a different amount of time is specified in the agreement. In the event the unsatisfactory performance is not corrected within the time specified, the City will have the immediate right to complete the work to its satisfaction and will deduct the cost to cover from any balances due or to become due the Contractor. Repeated incidences of unsatisfactory performance may result in cancellation of the agreement for default.

Damage to City Property

Contractor will perform all work so that no damage to the building or grounds results. Contractor will repair any damage caused to the satisfaction of the City at no cost to the City.

Contractor will take care to avoid damage to adjacent finished materials that are to remain. If finished materials are damaged, Contractor will repair and finish to match existing material as approved by the City at Contractor's expense.

City's Contractual Rights

Whenever one party to this contract in good faith has reason to question the other party's intent to perform, the former party may demand that the other party give a written assurance of this intent to perform. In the event that a demand is made, and no written assurance is given within five days, the demanding party may treat this failure as an anticipatory repudiation of this contract.

Non-Exclusive Remedies

The rights and remedies of the City under this Contract are non-exclusive.

Default In One Installment To Constitute Breach

Each installment or lot of the agreement is dependent on every other installment or lot and a delivery of non-conforming goods or a default of any nature under one installment or lot will impair the value of the whole agreement and constitutes a total breach of the agreement as a whole.

On Time Delivery

Because the City is providing services which involve health, safety and welfare of the general public, delivery time is of the essence. Delivery must be made in accordance with the delivery schedule promised by the Contractor.

Default

In case of default by the Contractor, the City may, by written notice, cancel this contract and repurchase from another source and may recover the excess costs by (1) deduction from an unpaid balance due; (2) collection against the bid and/or performance bond, or (3) a combination of the aforementioned remedies or other remedies as provided by law.

Covenant Against Contingent Fees

Contractor warrants that no person or selling agent has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employers or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the City will have the right to annul the contract without liability or in its discretion to deduct from the contract price a consideration, or otherwise recover the full amount of such commission, brokerage or contingent fee.

Cost Justification

In the event only one response is received, the City may require that the Contractor submit a cost proposal in sufficient detail for the City to perform a cost/price analysis to determine if the Proposal price is fair and reasonable.

Work Product, Equipment and Materials

All work product, equipment, or materials created or purchased under this contract belongs to the City and must be delivered to the City at City's request upon termination of this contract. Contractor agrees to assign to City all rights and interests Contractor may have in materials prepared under this contract that are "works for hire" within the meaning of the copyright laws of the United States, including any right to derivative use of the material.

Contract Termination

Gratuities

The City may, by written notice to the Contractor, cancel this contract if it is found that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor, to any officer or employee of the City making any determinations with respect to the performing of such contract. In the event this contract is canceled by the City pursuant to this provision, the City will be entitled, in addition to any other rights and remedies, to recover or withhold from the Contractor the amount of the gratuity.

Conditions and Causes for Termination

This contract may be terminated at any time by mutual written consent, or by the City, with or without cause, upon giving thirty-day written notice to Contractor. The City at its convenience, by written notice, may terminate this contract, in whole or in part. If this contract is terminated, the City will be liable only for payment under the payment provisions of this contract for services rendered and accepted material received by the City before the effective date of termination. Title to all materials, work-in-process and completed but undeliverable goods, will pass to the City after costs are claimed and allowed. The Contractor will submit detailed cost claims in an acceptable manner and will permit the City to examine such books and records as may be necessary in order to verify the reasonableness of any claims.

The City reserves the right to cancel the whole or any part of this contract due to failure of Contractor to carry out any term, promise, or condition of the contract. The City will issue a written notice of default to Contractor for acting or failing to act as in any of the following:

- In the opinion of the City, Contractor provides personnel who do not meet the requirements of the contract;
- In the opinion of the City, Contractor fails to perform adequately the stipulations, conditions or services/specifications required in this contract;
- In the opinion of the City, Contractor attempts to impose on the City personnel or materials, products or workmanship, which is of an unacceptable quality.
- Contractor fails to furnish the required service and/or product within the time stipulated in the contract;
- In the opinion of the City, Contractor fails to make progress in the performance of the requirements of the contract and/or give the City a positive indication that Contractor will not or cannot perform to the requirements of the contract.

State and Local Sales and Use Taxes

In accordance with applicable state and local law, sales and use taxes may be applicable to this transaction. The state and local sales and use tax burden and legal liability to remit taxes are on the vendor that is conducting business in California and the City of Porterville. It is the responsibility of the prospective bidder to determine any applicable taxes. The City will look at the price or offer submitted and will not deduct, add or alter pricing based on speculation or

application of any taxes, nor will the City provide advice or guidance. If you have questions regarding your tax liability, please seek advice from a tax professional prior to submitting your offer. Once your proposal is submitted, the Proposal is valid for the time specified in this Solicitation, regardless of mistake or omission of tax liability. If the City finds over payment of a project due to tax consideration that was not due, the Contractor will be liable to the City for that amount, and by contracting with the City, the Contractor agrees to remit any overpayments back to the City for miscalculations on taxes included in an offer price.

Tax Indemnification

Contractor shall, and require the same of all subcontractors, pay all federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require the same of all subcontractors, hold the City harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under federal, and/or state and local laws and regulations and any other costs including sales and use taxes, unemployment compensation insurance, Social Security and Worker's Compensation, and require the same of all subcontractors.

Tax Responsibility Qualifications

Contractor may be required to establish, to the satisfaction of City, that any and all fees and taxes due to the City or the State of California for any License or Sales taxes, Use Taxes or similar excise taxes, are currently paid (except for matters under legal protest). Contractor agrees to a waiver of the confidentiality provisions contained in the City Finance Code and any similar confidentiality provisions contained in California statutes relative to State Sales and Use Taxes. Contractor agrees to provide written authorization to the City Finance Department and to the California State Department of Revenue to release tax information relative to California Sales and Use Taxes in order to assist the Department in evaluating Contractor's qualifications for and compliance with contract for duration of the term of contract.

Russia Sanctions

Executive Order N-6-22 – Russia 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. By submitting a bid or proposal, Contractor represents that it is not a target of Economic Sanctions. Should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, which shall be grounds for rejection of the Contractor's bid/proposal any time prior to contract execution, or, if determined after contract execution, shall be grounds for termination by the State.

Mitigation of Heat-Related Illnesses and Injuries in the Workplace

Any contractor whose employees and contract workers perform work in an outdoor environment under this contract must keep on file a written heat safety plan. The City may request a copy of this plan and documentation of all heat safety and mitigation efforts currently implemented to

prevent heat-related illnesses and injuries in the workplace. The plan must also be posted where it is accessible to employees. At a minimum, the heat safety and mitigation plan and documentation required under this provision shall include each of the following as it relates to heat safety and mitigation:

- Availability of sanitized cool drinking water free of charge at locations that are accessible to all employees and contract workers.
- Ability to take regular and necessary breaks as needed and additional breaks for hydration.
- Access to shaded areas and/or air conditioning.
- Access to air conditioning in vehicles with enclosed cabs. All such vehicles must contain functioning air conditioning by no later than May 1, 2025.
- Effective acclimatization practices to promote the physiological adaptations of employees or contract workers newly assigned or reassigned to work in an outside environment.
- Conduct training and make it available and understandable to all employees and contract workers on heat illness and injury that focuses on the environmental and personal risk factors, prevention, how to recognize and report signs and symptoms of heat illness and injury, how to administer appropriate first aid measures, and how to report heat illness and injury to emergency medical personnel.

The Contractor further agrees that this clause will be incorporated in all subcontracts with subcontractors, sublicensees or sublessees who may perform labor or services in connection with this contract. Additionally, the Contractor agrees to require all subcontractors, sublicensees or sublessees to include this clause in all contracts with any third party who is contracted to perform labor or services in connection with this contract. It is the obligation of the Contractor to ensure compliance by its subcontractors.

Section III – Special Terms and Conditions

Term of Contract and Option To Extend

The Contract shall commence on the date both the City and Contractor execute the Agreement (“Contract’s start date”), and end when the City Council accepts the project as completed (“Contract’s end date”).

Post Award Conference

A post award conference may be held by the City prior to commencement of any work. Contractor will be required to attend. The purpose of this conference would be to discuss critical elements of the work schedule, operational problems, the transition plan and procedures.

Estimated Quantities

Quantities listed are the City’s best estimate and do not obligate the City to order or accept more than City’s actual requirements during the period of this Contract, as determined by actual needs. It is expressly understood and agreed that the Contract is to supply the City with its complete actual requirement for the Contract period.

Authorized Changes

The City reserves the right at any time to make changes in any one or more of the following: (a) specifications; (b) methods of shipment or packing; (c) place of delivery; (d) time of delivery; and/or (e) quantities. If the change causes an increase or decrease in the cost of or the time required for performance, an equitable adjustment may be made in the price or delivery schedule, or both. Any claim for adjustment will be deemed waived unless asserted in writing within sixty days from the receipt of the change. Price increases or extensions of delivery time will not be binding on the City unless evidenced in writing and approved by the City Council prior to the institution of the change

Alteration In Character Of Work

No changes in the scope, character, or complexity of work may be made by Contractor without first receiving approval by contract amendment properly defining and limiting the change. The City will not pay any claim for extra work done or materials furnished by Contractor except as provided in this Contract, and Contractor may not do any work or furnish any materials not covered by this Contract unless first approved by the City through contract amendment. Any such work or materials furnished by Contractor without prior contract amendment is Contractor’s sole risk, cost, and expense, and Contractor may not make any claim for compensation for any such work or materials.

Method Of Invoicing and Payment

The CITY will compensate Contractor for satisfactory and complete performance of work under the Contract at the prices set forth in the Contract, with no additional charges for equipment, supplies, overhead, travel or administrative support.

Contractor shall be paid monthly in arrears. On or before the 10th day of each calendar month, Contractor shall submit one (1) invoice to the City for services provided during the previous month and each invoice shall contain the date, contract number, supporting documentation, and invoice amount. Advance payments are not authorized. Payment may only be made for actual goods and/or services that have been received, less liquidated damages.

The invoice must contain the associated purchase order number on the invoice itself and must be free of mathematical errors and/or missing supporting documentation. Upon finding an error and/or missing documentation, the City will return the invoice to Contractor. Contractor shall promptly resubmit the revised invoice to the City. Failure to identify an error does not waive any of the City's rights. The City shall make every effort to process payment for the purchase of services within 45 calendar days after receipt and approval of a correct invoice.

Any prompt payment discounts offered must be clearly noted by Contractor on all invoices submitted to the City. Monthly invoice must be sent for review to the City's Project Manager. The City shall notify the Contractor if the invoice has been approved or if it requires additional documentation and/or correction.

Following invoice approval, Contractor will email the invoice in PDF format to ap@ci.porterville.ca.us, copying the City's Project Manager. Each PDF attachment will contain only one invoice, although multiple PDFs may accompany an email. The email will be in plain text format free of any signatures or images (jpeg, bmp, etc.).

A "remit to" address must also be on the invoice and must match the address on file with the City. Any changes to the remit to address must be updated by the vendor.

Key Personnel

Contractor shall maintain the Key Personnel identified in its proposal for a minimum of 24 months from the "Effective Date" of contract award by City Council unless they are no longer employed by Contractor. Contractor shall notify the City in writing prior to removing, reassigning, or appointing an individual from or to any Key Personnel position whether in an acting or permanent capacity. For all Key Personnel, Contractor shall fill vacancies with City approval within 45 calendar days of the vacancy, unless otherwise approved by the City in writing. All of Contractor's Key Personnel shall be assigned full-time (a minimum of 40 hours per week) to this project, unless otherwise approved in writing by the City. In the event one or more of Contractor's Key Personnel is permanently replaced, Contractor shall notify the City in writing at least 72 hours prior to the replacement date and time. The replacement personnel shall be subject to the City's prior approval in writing.

Strict Performance

Failure of either party to insist upon the strict performance of any item or condition of the contract or to exercise or delay the exercise of any right or remedy provided in the contract, or by law, or the acceptance of materials or services, obligations imposed by this contract, or by law, will not be deemed a waiver of any right of either party to insist upon the strict performance of the contract.

Performance Interference

Contractor shall notify the City's Project Manager immediately of any occurrence and/or condition that threatens to interfere with the full performance of the contract and confirm it in writing within 24 hours.

Unsatisfactory Performance

Contractor will furnish all necessary labor, tools, equipment, permitting, and supplies to perform the required services at the City facilities designated, unless otherwise specifically addressed in the Scope of Work, or elsewhere in this Contract. The City shall decide all questions as to the quality and acceptability of any work performed under the Contract as monitored and documented by the City. If, in the opinion of the City, performance becomes unsatisfactory, the City shall notify Contractor. Contractor shall have a reasonable time to cure the unsatisfactory performance.

If the unsatisfactory performance is not cured within the time specified, the City may immediately correct or complete the work to its satisfaction and deduct the associated costs from any balances due or to become due to Contractor. Contractor will be liable for difference between cost to the City to complete the Work with other forces and the cost to the City for completion of the Work by Contractor per the contract. Repeated incidences of unsatisfactory performance may result in cancellation of the Contract for default.

Employee Identification and Facility Access

Only authorized Contractor employees are allowed on the premises of City facilities. Contractor employees are not to be accompanied in the work area by acquaintances, family members, assistants or any other person unless said person is an authorized Contractor or subcontractor employee.

Confidentiality

"Confidential Information" means all non-public, confidential, sensitive, or proprietary information disclosed or made available by City to Contractor or its affiliates, employees, contractors, partners, or agents (collectively "Recipient"), whether disclosed before or after the "Effective Date" of contract award by City Council, whether disclosed orally, in writing, or via permitted electronic access, and whether or not marked, designated, or otherwise identified as confidential. Confidential Information includes, but is not limited to: user contents, electronic data, meta data, employment data, network configurations, information security practices, business operations, strategic plans, financial accounts, personally identifiable information, protected health information, protected criminal justice information, and any other information that by the nature and circumstance of the disclosure should be deemed confidential. Confidential Information does not include this document or information that: (a) is now or subsequently becomes generally available to the public through no wrongful act or omission of Recipient; (b) Recipient can demonstrate by its written records to lawfully have had in its possession prior to receiving such information from the City; (c) Recipient can demonstrate by its written records to have been independently developed by Recipient without direct or indirect use of any Confidential

Information; (d) Recipient lawfully obtains from a third party who has the right to transfer or disclose it; or (e) the City has approved in writing for disclosure.

Recipient shall: (a) protect and safeguard Confidential Information with at least the same degree of care as Recipient would protect its own Confidential Information, but in no event with less than a commercially reasonable degree of care, such as ensuring data is encrypted in transit and at rest and maintaining appropriate technical and organizational measures in performing the Services under the Contract; (b) not use Confidential Information, or permit it to be accessed or used, for any purpose other than in accordance with the Contract; (c) not use Confidential Information, or permit it to be accessed or used, in any manner that would constitute a violation of law, including without limitation export control and data privacy laws; and (d) not disclose Confidential Information except to the minimum number of recipients who have a need to know and who have been informed of and agree to abide by confidentiality obligations that are no less restrictive than the terms of this Contract. If Recipient is required by law or court order to disclose any Confidential Information, Recipient will first give written notice to the City and provide the City with a meaningful opportunity to seek a protective order or limit disclosure.

Upon the City's written request or expiration of this Contract, whichever is earlier, Recipient shall, at no additional costs to the City, promptly return or destroy all Confidential Information belonging to the City that Recipient has in its possession or control. After return or destruction of the Confidential Information, Recipient shall certify in writing as to its compliance with this paragraph.

If applicable, Contractor agrees to comply with all City information technology policies and security standards, as may be updated from time to time, when accessing City networks and computerized systems whether onsite or remotely.

In addition to, and not in lieu of, all other rights and remedies available to the City, Contractor will defend, indemnify, and hold the City harmless against all losses, claims, costs, attorneys' fees, damages or proceedings arising out of Contractor's breach of this Section. Contractor's obligations pursuant to this Section shall not be subject to any limits of liability or exclusions as may be stated elsewhere in the Contract.

A violation of this Section shall be deemed to cause irreparable harm that justifies injunctive relief in court. A violation of this Section may at the City's discretion result in immediate termination of this Contract without notice. The obligations of Contractor under this Section shall survive the termination of this Contract.

Data Protection

The parties agree this Section shall apply to the City's Confidential Information and all categories of legally protected personally identifiable information (collectively "PII") that Contractor processes pursuant to the Contract. "Personally identifiable information" is defined as in the Federal Privacy Council's Glossary available at: fpc.gov/resources/glossary.

As between the parties, the City is the data controller and owner of PII and Contractor is a data processor. In this Section, the term “process,” “processing,” or its other variants shall mean: an operation or set of operations which is performed on PII, whether or not by automated means, including without limitation: collection, recording, copying, analyzing, caching, organizing, structuring, storage, adaptation, alteration, retrieval, transmission, dissemination, alignment, combination, restriction, erasure, or destruction.

When Contractor processes PII pursuant to the Contract, Contractor shall, at no additional cost to the City:

- (1) process PII only within the United States and only in accordance with the Contract and not for Contractor’s own purposes, including product research, product development, marketing, or commercial data mining, even if the City’s data has been aggregated, anonymized, or pseudonymized;
- (2) implement and maintain appropriate technical and organizational measures to protect PII against unauthorized or unlawful processing and against accidental loss, destruction, damage, theft, alteration or disclosure, including at a minimum, and as applicable, those measures specified by the National Institute of Standards and Technology (NIST) SP800-53; Health Information Technology for Economic and Clinical Health (HITECH) Act; Payment Card Industry Data Security Standards; and good industry practice. (When considering what measures are appropriate and in line with good industry practice, Contractor shall keep abreast of current regulatory trends in data security and the state of technological development to ensure a level of security appropriate to the nature of the data to be protected and the harm that might result from such unauthorized or unlawful processing or accidental loss, destruction, damage, theft, alteration or disclosure. At minimum, Contractor will timely remediate any vulnerabilities found within its network that are rated medium or more critical by the Common Vulnerability Scoring System (CVSS); however, Contractor must remediate vulnerabilities that are rated critical within 14 days and vulnerabilities that are rated high within 30 days. If requested by the City, Contractor shall promptly provide a written description of the technical and organizational methods it employs for processing PII.)
- (3) not subcontract any processing of PII to any third party (including affiliates, group companies or sub-contractors) without the prior written consent of the City; and Contractor shall remain fully liable to the City for any processing of PII conducted by a sub-processor appointed by Contractor;
- (4) as applicable, implement and maintain appropriate policies and procedures to manage payment card service providers with whom Contractor shares sensitive financial information or cardholder data; and provide the City with a Qualified Security Assessor Attestation of Compliance for Payment Card Industry Data Security Standards on an annual basis, but no later than within 30 days of attestation report completion;
- (5) take reasonable steps to ensure the competence and reliability of Contractor’s personnel or sub-processor who have access to the PII, including verifications and background checks appropriate to the security level required for such data access;

(6) maintain written records of all information reasonably necessary to demonstrate Contractor's compliance with this Contract and applicable laws;

(7) allow the City or its authorized agents to conduct audit inspection during the term of the Contract, but no more than once per year, which may include providing access to the premises, documents, resources, personnel Contractor or Contractor's sub-contractors use in connection with the Services; provided however, the City may at its sole discretion accept a qualified and industry recognized independent third-party assessment report or certification (such as SSAE 18 SOC 2 or ISO/IEC 27001) provided by Contractor at no cost to the City in lieu of the audit inspection rights of this Section.

If Contractor becomes aware of any actual or potential data breach (each an "Incident") arising from Contractor's processing obligations pursuant to the Contract, Contractor shall notify the City without undue delay within 48 hours; and:

(1) provide the City with a detailed description of the Incident, the type of data that was the subject of the Incident, and the identity of each affected person as soon as such information can be collected or otherwise becomes available;

(2) take action immediately, at Contractor's own expense, to investigate the Incident and to identify, prevent, and mitigate the effects of the Incident and to carry out any recovery or other action necessary to remedy the Incident;

(3) cooperate with the City in investigating the occurrence, including making available all relevant records, logs, files, data reporting, and other materials required to comply with applicable laws or as otherwise required by the City; and

(4) not directly contact any individuals who may be impacted by the Incident or release or publish any filing, communication, notice, press release, or report concerning the Incident without the City's prior written approval (except where required to do so by applicable laws).

In addition to, and not in lieu of, all other rights and remedies available to the City, Contractor will defend, indemnify, and hold the City harmless against all losses, claims, costs, attorneys' fees, damages or proceedings arising out of Contractor's breach of this Section. Contractor's obligations pursuant to this Section shall not be subject to any limits of liability or exclusions as may be stated elsewhere in the Contract.

A violation of this Section shall be deemed to cause irreparable harm that justifies injunctive relief in court. A violation of this Section may at the City's discretion result in immediate termination of this Contract without notice. The obligations of Contractor under this Section shall survive the termination of this Contract.

Security Inquiries

Contractor acknowledges that all of the employees that it provides pursuant to this Contract shall, at Contractor's expense, be subject to background and security checks and screening at the request of the City. Contractor shall perform all such security inquiries and shall make the results available

to the City for all employees considered for performing work (including supervision and oversight) under this Contract. City may make further security inquiries. Whether or not further security inquiries are made by the City, City may, at its sole, absolute and unfettered discretion, accept or reject any or all of the employees proposed by the Contractor for performing work under this Contract. Employees rejected by the City for performing services under this Contract may still be engaged by Contractor for other work not involving the City. An employee rejected for work under this Contract shall not be proposed to perform work under other City contracts or engagements without the City's prior approval.

The City, in its sole discretion, reserves the right, but not the obligation to:

- (1) require an employee/prospective employee of the Contractor to provide fingerprints and execute such other documentation as may be necessary to obtain criminal justice information;
- (2) act on newly acquired information whether or not such information should have been previously discovered;
- (3) unilaterally change its standards and criteria relative to the acceptability of Contractor's employees and/or prospective employees; and
- (4) object, at any time and for any reason, to an employee of Contractor performing work (including supervision and oversight) under this Contract. Contractor will bear the costs of all inquiries requested by the City.

Contacts With Third Parties

Contractor or its subcontractors shall not contact third parties to provide any information in connection with the deliverables provided under this Contract without the prior written consent of the City. Should Contractor or its subcontractors be contacted by any person requesting information or requiring testimony relative to the Services provided under this Contract or any other prior or existing contract with the City, Contractor or its subcontractors shall promptly inform the City, giving the particulars of the information sought, and shall not disclose such information or give such testimony without the written consent of the City or court order. The obligations of Contractor and its subcontractors under this Section shall survive the termination of this Contract.

Contractor agrees that the requirements of this Section shall be incorporated into all subcontractor agreements entered into by Contractor. It is further agreed that a violation of this Section shall be deemed to cause irreparable harm that justifies injunctive relief in court. A violation of this Section may result in immediate termination of this Contract without notice.

No Third Party Beneficiaries

The parties expressly agree that this Contract is not intended by any of its provisions to create any right of the public or any member thereof as a third-party beneficiary nor to authorize anyone not a party to this Contract to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Contract.

Non-Disclosure

Contractor shall not disclose, without the City's prior written consent, any information in the performance of the Services under this Contract to any person, firm, corporation, association, or other entity other than persons in the City's organization qualified to receive such information, for any reason or purpose whatsoever, nor shall Contractor make use of any such confidential or proprietary information for its own purposes or for the benefit of any person, firm, corporation, or other entity, except the City.

Contractor agrees to act as a trustee of the foregoing information and as trustee of any other confidential information learned in connection by Contractor's relationship with the City. Contractor further represents to the City that, as an inducement to enter this Contract, Contractor will hold this information in trust and confidence for the City's sole benefit and use.

Further, there shall be no dissemination or publication of any information gathered, or documents prepared in the course of the performance of the Services without the prior written consent of the City.

Should the City, upon advice of counsel, deem it necessary, due to existing or anticipated litigation, to assert a legal privilege of protection and non-disclosure with regard to the subject matter of this Contract, then, and in that event, upon written demand, Contractor shall relinquish to the possession and control of the City its entire file related to this Contract and only those portions of said file deemed by the City to be not privileged shall be returned to Contractor pending the resolution of the existing or anticipated litigation.

Contractor agrees that the requirements of this Section shall be incorporated into any subcontractor agreements entered into by Contractor. It is further agreed that a violation of this Section shall be deemed to cause irreparable harm that justifies injunctive relief in court. A violation of this Section may result in immediate termination of this Contract without notice. The obligations of Contractor under this Section shall survive the termination of this Contract.

Advertising

Except as required by law, Contractor shall not publish, release, disclose or announce to any member of the public, press, official body, or any other third party any information or documents concerning this Contract or any part thereof without the prior written consent of the City. The name of any City site on which services are performed by the Contractor pursuant to this Contract shall not be used in any advertising or other promotional context by Contractor without the prior written consent of the City.

Accrued Liabilities

Contractor shall be responsible for the payment of all liabilities to its employees accrued during the contract term, including but not limited to accrued vacation, sick time, and any other benefits accrued under the terms of any collective bargaining agreement between Contractor and the union representing its employees or under the terms of any employment contract or agreement. All such payments shall be made by Contractor at the end of the contract term and no additional

compensation shall be provided by the City for such accrued liabilities. Contractor shall not have any obligation for the liabilities of the prior contractor to its employees.

Claims or Demands Against The City

Contractor acknowledges and accepts the provisions of the Charter of the City of Porterville pertaining to claims or demands against the City, including provisions therein for set-off of indebtedness to the City against demands on the City, and Contractor agrees to adhere to the prescribed procedure for presentation of claims and demands. Nothing in the Charter of the City of Porterville alters, amends or modifies the supplemental and complementary requirements of the State of California Notice of Claim statutes pertaining to claims or demands against the City. If for any reason it is determined that the City Charter and state law conflict, then state law will control.

Moreover, nothing in this Contract will constitute a dispute resolution process, an administrative claims process, or contractual term sufficient to affect the date on which the cause of action accrues.

Conflicts of Interest

Contractor acknowledges that, to the best of its knowledge, information and belief, no person has been employed or retained to solicit or secure this Contract upon a promise of a commission, percentage, brokerage, or contingent fee, and that no member of the Porterville City Council or any employee of the City has any financial interest in the consulting firm. For breach of violation of this warranty, the City will have the right to annul this Contract without liability, including any such commission, percentage, brokerage or contingent fee.

The City reserves the right to immediately terminate the contract in the event that the City determines that Contractor has an actual or apparent conflict of interest.

Upon a finding by the City that gratuities in the form of entertainment, gifts or inducements were offered or given by Contractor, or any agent or representative of Contractor, to any officer or employee of the City for the purpose of securing this Contract, or securing favorable treatment with respect to the awarding, amending, or making of any determination with respect to the performance of this Contract, the City may, by one calendar day written notice to Contractor, terminate the right of Contractor to proceed under this Contract, provided that the existence of the facts upon which the City made such finding will be an issue and may be litigated in a California court of competent jurisdiction. In the event of such termination, the City will be entitled to the same remedies against Contractor as could be pursued in the event of default by Contractor.

Section IV – Insurance and Indemnification

Standard General Defense and Indemnification

Contractor (“Indemnitor”) must defend, indemnify, and hold harmless the City of Porterville and its officers, officials (elected or appointed), agents, and employees (“Indemnatee”) from and against any and all claims, actions, liabilities, damages, losses or expenses (including but not limited to court costs, attorney fees, expert fees, and costs of claim processing, investigation and litigation) of any nature or kind whatsoever (“Losses”) caused, or alleged to be caused, in whole or in part, by the wrongful, negligent or willful acts, or errors or omissions of Indemnitor or any of its owners, officers, directors, members, managers, agents, employees or subcontractors (“Indemnitor’s Agents”) arising out of or in connection with this Contract. This defense and indemnity obligation includes holding Indemnatee harmless for any Losses arising out of or recovered under any state’s Workers’ Compensation Law or arising out of the failure of Indemnitor or Indemnitor’s Agents to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. Indemnitor’s duty to defend Indemnatee accrues immediately at the time a claim is threatened or a claim is made against Indemnatee, whichever is first. Indemnitor’s duty to defend exists regardless of whether Indemnitor is ultimately found liable. Indemnitor must indemnify Indemnatee from and against any and all Losses, except where it is proven that those Losses are solely a result of Indemnatee’s own negligent or willful acts or omissions. Indemnitor will be responsible for primary loss investigation, defense and judgment costs where this indemnification applies. In consideration of the award of this Contract, Indemnitor waives all rights of subrogation against Indemnatee for losses arising from the work performed by Indemnitor or Indemnitor’s Agents for the City of Porterville. The obligations of Indemnitor under this provision survive the termination or expiration of this Contract.

Contractor’s Insurance

Contractor and subcontractors must procure insurance against claims that may arise from or relate to performance of the work hereunder by Contractor and its agents, representatives, employees and subcontractors. Contractor and subcontractors must maintain that insurance until all their obligations have been discharged, including any warranty periods under this Contract.

The City in no way warrants that the limits stated in this Section are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this Contract by the Contractor, its agents, representatives, employees, or subcontractors and Contractor may purchase such additional insurance as they determined necessary.

Contractor must provide coverage with limits of liability not less than those stated below. An excess liability policy or umbrella liability policy may be used to meet the liability limits provided that (1) the coverage is written on a “following form” basis, and (2) all terms under each line of coverage below are met.

Commercial General Liability – Occurrence Form

General Aggregate - \$1,000,000

Products – Completed Operations Aggregate - \$1,000,000

Personal and Advertising Injury - \$1,000,000

Fire Damage - \$1,000,000

Each Occurrence - \$1,000,000

The policy must name the City of Porterville as an additional insured with respect to liability for bodily injury, property damage and personal and advertising injury with respect to premises, ongoing operations, products and completed operations, and liability assumed under an insured contract arising out of the activities performed by, or on behalf of the Contractor related to this Contract.

There shall be no endorsement or modification which limits the scope of coverage or the policy limits available to the City of Porterville as an additional insured.

City of Porterville is an additional insured to the full limits of liability purchased by the Contractor.

The Contractor's insurance coverage must be primary insurance and non-contributory with respect to any insurance or self-insurance carried by the City.

Automobile Liability

Bodily injury and property damage coverage for any owned, hired, and non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL) \$1,000,000

UM/UIM Per Person Limit \$1,000,000

UM/UIM Per Accident Limit \$1,000,000

- The policy must be endorsed to include the City of Porterville as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor, relating to this Contract.
- City of Porterville is an additional insured to the full limits of liability purchased by the Contractor.
- The Contractor's insurance coverage must be primary insurance and non-contributory with respect to any insurance or self-insurance carried by the City.

Worker's Compensation and Employers' Liability

Workers' Compensation

Employers' Liability: Statutory

Each Accident \$100,000

Disease – Each Employee \$100,000

Disease – Policy Limit \$500,000

- Policy must contain a waiver of subrogation against the City of Porterville.
- This requirement does not apply when a contractor or subcontractor is exempt, AND when such contractor or subcontractor executes the appropriate sole proprietor waiver form.

Property Insurance – Contractor’s Property and Equipment

Contractor must maintain all risk property insurance for Contractor’s personal property. The CITY will have no responsibility for any damage to Contractor’s personal property and Contractor’s property insurance must be endorsed to include a waiver of subrogation against the CITY.

Additional Insurance Requirements

Policies must include, or be endorsed to include, the following provisions:

- 1) On insurance policies where the City of Porterville is named as an additional insured, the City of Porterville must be an additional insured to the full limits of liability purchased by Contractor even if those limits of liability are in excess of those required by Contract.
- 2) Contractor’s insurance coverage or self-insurance must be primary insurance and non-contributory with respect to all other available sources.
- 3) Coverage provided by Contractor must not be limited to the liability assumed under the indemnification provisions of the Contract.

Notice of Cancellation

For each insurance policy required by the insurance provisions of this Contract, the Contractor must provide to the City, within 5 business days of receipt, a notice if a policy is suspended, voided, or cancelled for any reason. Such notice must be mailed, emailed, or hand delivered to City of Porterville.

Acceptability of Insurers

Insurance is to be placed with insurers duly licensed or authorized to do business in the state of California and with an “A.M. Best” rating of not less than B+ VI. The City in no way warrants that the required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

Verification of Coverage

Contractor must furnish the City with certificates of insurance (ACORD form or equivalent approved by the City) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and any required endorsements are to be received and approved by the City before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

All certificates required by this Contract must be mailed, emailed, or hand delivered to City of Porterville.

Section V - SCOPE OF WORK

The scope of work set forth in this Request for Proposals represents an outline of the goods and services which the CITY anticipates the successful Proposer to perform, and is presented for the primary purpose of allowing the CITY to compare proposals. The precise scope of work to be incorporated into the General Services Agreement shall be negotiated between the City and the successful Proposer. **The CITY requests that the Proposer suggest changes to the scope of work (as a part of the proposal) in order to achieve the CITY's Project Objectives.**

The CITY is seeking proposals for the purchase and delivery of bus stop signs and materials. The city is purchasing the bus stop signs with the goal of providing additional comfort and safety for passengers who use our bus services.

Contract Term

The contract will have a base term of one (1) year, with four (4) additional one-year option periods. Materials will be ordered on an as-needed basis throughout the term of the contract.

Ordering and Delivery Requirements

Initial order value will be approximately \$100,000 of product. All future order will be for Product ordered on an as-needed basis. No minimum or maximum order quantities are guaranteed under this contract. Materials shall be delivered to the City's designated facility at the following address: 555 N. Prospect St., Porterville, CA 93257. All items must be packaged to prevent damage during transit.

Preferred Style

- [Brasco SolStop](#)

Part 1 - General

General Specifications

- Design and fabrication of Bus Passenger Waiting Shelters and related Site Furnishings.

Buy America Compliant

- Yes

Related Work

- Concrete & Installation (By Others)

References

- The Aluminum Association – Aluminum Design Manual 2010
- American Welding Society – AWS D1.2/D1.2M: 2008
- ASCE 7 2010 Minimum Design Loads for Buildings and Other Structures
- ASTM B 209 Specification for Aluminum and Aluminum Alloy - Sheet and Plate

- ASTM B221 Specification for Aluminum and Aluminum Alloy – Extruded Bars, Rods, Wire, Profiles, and Tubes
- ANSI Z97.1-1975 Safety Glazing Materials Used in Buildings
- Americans with Disabilities Act of 1990 (ADA)

Submittals

- Product Data – Manufacturer’s brochures, specifications, and installation instructions.
- Manufacturer’s statement of certification that materials meet or exceed all applicable loadings (wind load, live load, dead load, snow load) for the project location in accordance with IBC 2006, and ASCE 7-05.
- Samples of finish (available upon request).

Quality Assurance

- Bus Stop Poles and Signs shall be designed to comply with local building codes.
- Manufacturer shall have a minimum of 10 years’ experience in designing and fabrication of the specified shelter.

Delivery and Storage

- Factory pre-wired and pre-assembled.
- Store Materials in clean, dry area in accordance with manufacturer’s instructions. Keep materials in original, unopened containers and packaging until installation. Do not store in direct contact with the sun or rain.

Warranty

- Manufacturer warrants that product shall be free from defect in parts and manufacture for a period of one year. Manufacturer shall maintain inventory of replacement parts for ten years after delivery of shelter.

Part 2 – Products

Bus Stop Pole

[Basco SolStop](#) or approved equal

- 3” Square Pole
- 8 - 10’ Length
- 14 gauge
- Powder-coated steel
- Factory pre-wired and pre-assembled
- Solar Light Package
 - UL Listed Solar Panels and LED Lights
 - UL Recognized Batteries
 - ADA compliant push button activation

- Pole-mounted seating
 - Finish (TBD)
- Pole-mounted schedule holder
 - Finish (TBD)
- Designed for compatibility with side mount brackets.
- Must meet federal and state DOT requirements for signage and durability in outdoor conditions.
- Approved equals that meet the required material, finish, and functionality are acceptable.

Schedule Holder

- 6" wide x 18.5" height
- 1" depth
- Media Size 18.125" H x 5.75" W
- Powder Coat Finish
- Aluminum
- Pole Mounted (Hardware included)
- 1.4" acrylic cover

Bus Stop Sign (Double Sided)

- Pole-mounted double sided bus stop sign
- Material - .080 aluminum
- Size - 13" x 18"
- Holes predrilled to bus stop pole mounting specification

Side Mount Bracket Kit

- Powder-coated steel or aluminum
- Finish (TBD)

Fasteners

- All fasteners shall be stainless steel, aluminum, or a combination of both. Zinc plated fasteners will not be accepted.

Signage Schematics:

- Signage Sample for Comparison
- Bus Stop Sign (Double Sided)
- Proposer is required to assist City with design of bus stop sign
 - Sample design below for reference



Evaluation Criteria

Type	Points
Bus Shelter Design	30
Experience	30
Maintainability/Durability	10
Past Performance	10
Price	20

Section VI – Federal Transit Administration (FTA) Terms and Conditions

These clauses are required because this procurement is funded in whole or in part by the United States Department of Transportation (USDOT), Federal Transit Administration. The requirements in these clauses are in addition to and, unless inconsistent and irreconcilable, do not supplant requirements found elsewhere in this Contract. If any requirements in these clauses are inconsistent with a provision found elsewhere in this Contract and is irreconcilable with such provision, the requirement in these clauses shall prevail.

Contractor shall comply with the following FTA requirements. For purposes of these clauses, the AGENCY is the City of Porterville (FTA recipient) that is entering the Contract with Contractor.

1. NO FEDERAL GOVERNMENT OBLIGATION TO THIRD PARTIES.

[These requirements do not apply to micro-purchases (\$10,000 or less, except for construction contracts over \$2,000).]

The AGENCY and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation of this Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to the AGENCY, Contractor or any other party (whether or not a party to that Contract) pertaining to any matter resulting from the Contract. Contractor shall include the above clause in each subcontract financed in whole or in part with Federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

2. NOTIFICATION TO FTA.

[These requirements apply to all contracts and subcontracts in excess of \$25,000.]

If a current or prospective legal matter that may affect the Federal Government emerges, Contractor must promptly notify the AGENCY, which must then promptly notify the FTA Chief Counsel and FTA Regional Counsel for Region 9. Contractor must include an equivalent provision in its subagreements at every tier for any agreement that is a “covered transaction” according to 2 C.F.R. §§ 180.220 and 1200.220.

- A. **Types of Legal Matters Requiring Notification.** The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.
- B. **Matters Affecting the Federal Government.** Matters that may affect the Federal Government include, but are not limited to, the Federal Government’s interests in the Award, the Contract, and any Amendments thereto, or the Federal Government’s administration or enforcement of federal laws, regulations, and requirements.
- C. **Additional Notice to U.S. DOT Inspector General.** Contractor must promptly notify the AGENCY, which must then promptly notify the U.S. DOT Inspector General in

addition to the FTA Chief Counsel or Regional Counsel for Region 9 if Contractor has knowledge of potential fraud, waste, or abuse occurring on a Project receiving assistance from FTA. The notification provision applies if a person has or may have submitted a false claim under the False Claims Act, 31 U.S.C. § 3729, et seq., or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bid rigging, misappropriation or embezzlement, bribery, gratuity, or similar misconduct involving federal assistance. This responsibility occurs whether the Project is subject to this Contract or another agreement between the AGENCY and FTA, or an agreement involving a principal, officer, employee, agent, or Third-Party Participant of the AGENCY. It also applies to subcontractors at any tier. Knowledge, as used in this paragraph, includes, but is not limited to, knowledge of a criminal or civil investigation by a Federal, state, or local law enforcement or other investigative agency, a criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the possession of Contractor. In this paragraph, "promptly" means to refer information without delay and without change. This notification provision also applies to all divisions of the AGENCY,

3. PROGRAM FRAUD & FALSE/FRAUDULENT STATEMENTS OR RELATED ACTS.

[These requirements do not apply to micro-purchases (\$10,000 or less, except for construction contracts over \$2,000).]

- A. Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR part 31, apply to its actions pertaining to this Project. Upon execution of the Contract, Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the Contract or the FTA-assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on Contractor to the extent the Federal Government deems appropriate.
- B. Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. chapter 53, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5323(l) on Contractor, to the extent the Federal Government deems appropriate.
- C. Contractor shall include the above two paragraphs in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

4. ACCESS TO RECORDS, REPORTS, and SITES

- A. **Record Retention**. Contractor shall retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, sub-agreements, leases, subcontracts, arrangements, other third-party agreements of any type, and supporting materials related to those records.
- B. **Retention Period**. Contractor shall comply with the record retention requirements in accordance with 2 CFR § 200.333. Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of at not less than three years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.
- C. **Access to Records**. Contractor shall provide sufficient access to the U.S. Secretary of Transportation, the Comptroller General of the United States, FTA, the Agency, and their duly authorized representatives to inspect and audit records and information, including such records and information the AGENCY or Contractor may regard as confidential or proprietary related to performance of this contract as reasonably may be required.
- D. **Access to the Sites of Performance**. Contractor shall permit FTA, the Agency, and their duly authorized representatives' access to the

5. FEDERAL CHANGES

Contractor shall at all times comply with all applicable federal laws, regulations, requirements, policies, procedures, guidance, and directives, including without limitation those listed directly or by reference in the FTA Master Agreement between the City of Porterville and the FTA, as they may be amended or promulgated from time to time during the term of the Contract. Contractor's failure to so comply shall constitute a material breach of the Contract.

6. CIVIL RIGHTS

The AGENCY must comply with applicable federal civil rights laws, regulations, and requirements, and follow applicable federal guidance, except as the Federal Government determines otherwise in writing. Therefore, unless an AGENCY or federal program, including any Indian Tribe or Tribal Transit Program, is specifically exempted from a civil rights statute, FTA requires compliance with each civil rights statute, including compliance with equity in service requirements.

A. Nondiscrimination in Federal Public Transportation Programs.

1. Contractor must prohibit: (a) discrimination based on race, color, religion, national origin, sex (including sexual orientation and gender identity), disability, or age; (b) exclusion from participation in employment or a of program benefits in employment or a business opportunity identified in 49 U.S.C. § 5332; and (d) discrimination identified in 49 U.S.C. § 5332, including discrimination in employment or a business opportunity identified in 49 U.S.C. § 5332.
2. Contractor must follow the most recent edition of FTA Circular 4702.1, “Title VI Requirements and Guidelines for Federal Transit Administration Recipients,” to the extent consistent with applicable federal laws, regulations, requirements, and guidance. However, FTA does not require an Indian Tribe to comply with FTA program specific guidelines for Title VI when administering its agreement supported with federal assistance under the Tribal Transit Program.

B. Nondiscrimination – Title VI of the Civil Rights Act.

1. Contractor must prohibit discrimination based on race, color, or national origin;
2. Contractor must comply with: (a) Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d, et seq.; (b) U.S. DOT regulations, “Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964,” 49 CFR Part 21; and (c) Federal transit law, specifically 49 U.S.C. § 5332; and
3. Contractor must follow: (a) the most recent edition of FTA Circular 4702.1, “Title VI Requirements and Guidelines for Federal Transit Administration Recipients,” to the extent consistent with applicable federal laws, regulations, requirements, and guidance; (b) U.S. DOJ, “Guidelines for the enforcement of Title VI, Civil Rights Act of 1964,” 28 C.F.R. § 50.3; and (c) all other applicable federal guidance that may be issued.

C. Equal Employment Opportunity.

1. Federal Requirements and Guidance. Contractor must prohibit discrimination based on race, color, religion, sex, sexual orientation, gender identity, or national origin. Contractor must also comply with: (a) Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, et seq.; (b) Title I of the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. §§ 12101, et seq.; (c) Executive Order No. 11246, “Equal Employment Opportunity” September 24, 1965 (42 U.S.C. § 2000e note), as amended by any later Executive Order that amends or supersedes it in part and is applicable to federal assistance programs; (d) federal transit law, specifically 49 U.S.C. § 5332, as provided in section 12 of this Master Agreement; and (e) FTA Circular 4704.1 “Equal Employment Opportunity (EEO) Requirements and Guidelines for Federal Transit Administration Recipients.” Further, Contractor must follow other federal guidance pertaining to EEO laws, regulations, and requirements.

2. Affirmative Action. If required to do so by U.S. DOT regulations (49 CFR Part 21) or U.S. Department of Labor regulations (41 C.F.R. chapter 60), Contractor must take affirmative action that includes, but is not limited to: (a) recruitment advertising, recruitment, and employment; (b) rates of pay and other forms of compensation; (c) selection for training, including apprenticeship, and upgrading; and (d) transfers, demotions, layoffs, and terminations.
3. Age. In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age.
4. Disabilities. In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities.
5. Indian Tribe. Contractor recognizes that Title VII of the Civil Rights Act of 1964, as amended, exempts Indian Tribes under the definition of "Employer."
6. Equal Employment Opportunity for Construction Activities. When undertaking "construction" as recognized by the U.S. Department of Labor (U.S. DOL), Contractor must comply with all applicable equal employment opportunity requirements of U.S. DOL regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Chapter 60 (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and Executive Order 13672, "Further Amendments to Executive Order 11478, Equal Employment Opportunity in the Federal Government, and Executive Order 11246, Equal Employment Opportunity," 42 U.S.C. § 2000e note).
7. Access for Elderly Individuals and Individuals with Disabilities. Contractor agrees to comply with all applicable provisions of Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, 42 U.S.C. § 12101, et seq., and the Architectural Barrier Act of 1968, as amended, 42 U.S.C. § 4151, et seq. In addition, Contractor agrees to comply with applicable Federal implementing regulations.

7. INCORPORATION OF FTA TERMS

[These requirements do not apply to micro-purchases (\$10,000 or less, except for construction contracts over \$2,000).]

The preceding provisions include, in part, certain Standard Terms and Conditions required by the U.S. Department of Transportation (DOT), whether or not expressly set forth in the

preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, and are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in the contract. Contractor shall not perform any act, fail to perform any act, or refuse to comply with any requests of the AGENCY that would cause the AGENCY to be in violation of the FTA terms and conditions. Contractor shall include this clause in each subcontract financed in whole or in part with Federal assistance provided by the FTA.

8. FREE SPEECH & RELIGIOUS LIBERTY

All Federal funding must be expended in full accordance with the U.S. Constitution, Federal Law, and statutory and public policy requirements, including but not limited to those prohibiting discrimination and protecting free speech, religious liberty, public welfare, and the environment.

9. FEDERAL TERMINATION RIGHTS

The termination rights under this Contract are in addition to, and in no way limit, the Federal Government's right to terminate as described in 2 CFR § 200.340.

10. DEBARMENT, SUSPENSION, INELIGIBILITY, & VOLUNTARY EXCLUSION

[This requirement does not apply to contracts and subcontracts under \$25,000.]

- A. Contractor shall comply and facilitate compliance with U.S. DOT regulations, "Non-procurement Suspension and Debarment," 2 CFR part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Government-Wide Debarment and Suspension (Non-procurement)," 2 CFR part 180. These provisions apply to each contract at any tier of \$25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by an FTA official irrespective of the contract amount.
- B. Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally-funded contract (which includes review of SAM at sam.gov, if necessary to comply with U.S. DOT regulations, 2 CFR Part 1200) and are not presently declared by any Federal department or AGENCY to be: (1) debarred from participation in any federally-assisted Award; (2) suspended from participation in any federally-assisted Award; (3) proposed for debarment from participation in any federally-assisted Award; (4) declared ineligible to participate in any federally-assisted Award; (5) voluntarily excluded from participation in any federally-assisted Award; or (6) disqualified from participation in any federally-assisted Award.
- C. By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by the AGENCY. If it is later determined by the AGENCY that Contractor available to the AGENCY, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. Contractor shall comply with the requirements of 2 CFR part 180, subpart C, as supplemented by 2 CFR part 1200, while this offer is valid and throughout the period of any contract that may arise from this offer. Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

- D. Contractor agrees that it will not enter into any “covered transaction” (as defined at 2 CFR 180.220 and 1200.220) with any “third party participant” (as defined in Section 1 of FTA’s Master Agreement (Version 31, dated May 2, 2024), as may be updated or amended) that is, or whose principal is, suspended, debarred, or otherwise excluded from participating in covered transactions except as otherwise authorized by applicable Federal laws, regulations, or requirements regarding participation with debarred or suspended Recipients or Third Party Participants. Contractor further agrees that it will review the Federal Government’s “System for Award Management — Lists of Parties Excluded from Federal Procurement and Nonprocurement Programs,” if required by USDOT regulations (2 C.F.R. Part 1200).

11. TERMINATION

The AGENCY must include provisions in their contracts and subcontracts that allows for termination for cause and for convenience by the AGENCY, including the manner by which it will be effected and the basis for settlement. See Appendix II(B) to 2 CFR part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards, and FTA Circular 4220.1F, Chapter IV, paragraph 2.b.(6)(b)4 – Termination.

12. VIOLATION & BREACH OF CONTRACT

[These requirements are not applicable to contracts and subcontracts under the simplified acquisition threshold (currently set at \$250,000).]

Unless otherwise provided for by the AGENCY, the following provisions shall apply:

- A. **Dispute Resolution.** Disputes arising in the performance of this Contract that are not resolved by agreement of the parties shall be decided in writing by the authorized representative of AGENCY. This decision shall be final and conclusive unless within ten calendar days from the date of receipt of its copy, Contractor mails or otherwise furnishes a written appeal to the authorized representative of AGENCY. In connection with any such appeal, Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the authorized representative of AGENCY shall be binding upon Contractor, and Contractor shall abide by the decision.
- B. **Performance During Disputes.** Notwithstanding the existence of any dispute between the parties, insofar as is possible, under the terms of the Contract, Contractor shall

continue to perform the obligations required of Contractor during the continuation of any such dispute unless enjoined or prohibited by a California Court of competent jurisdiction.

- C. **Rights and Remedies.** The duties and obligations imposed by the Contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the AGENCY or Contractor shall constitute a waiver of any right or duty afforded any of them under this Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed upon in writing.

13. LOBBYING RESTRICTIONS

[These requirements do not apply to contracts and subcontracts under \$100,000.]

Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.] - Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the AGENCY.

14. CARGO PREFERENCE (USE OF U.S.-FLAG VESSELS)

[These requirements apply to all contracts involving equipment, material, or commodities that may be transported by ocean vessels.]

- A. At least 50 percent of any equipment, materials or commodities procured, contracted for or otherwise obtained with funds granted, guaranteed, loaned, or advanced by the U.S. Government under this Contract, and which may be transported by ocean vessel, shall be transported on privately owned United States-flag commercial vessels, if available. Contractor shall use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the Contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels (46 U.S.C. § 55305, and U.S. Maritime Administration regulations, "Cargo Preference – U.S.-Flag Vessels," 46 CFR Part 381);
- B. Within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-

loading in English for each shipment of cargo described in 46 CFR § 381.7(a)(1) shall be furnished to both the AGENCY (through the Contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590; and

- C. Contractor shall include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

15. FLY AMERICA

[These requirements apply to contracts and subcontracts involving the transportation of persons or property by air between a place in the United States and a place outside of the United States, or between places outside the United States, when the FTA will participate in the cost of such air transportation.]

- A. As used in this clause: **(1) “international air transportation”** means transportation by air between a place in the United States and a place outside the United States or between two places both of which are outside the United States; **(2) “United States”** means the 50 States, the City of Columbia, and outlying areas; and **(3) “U.S.-flag air carrier”** means an air carrier holding a certificate under 49 U.S.C. Chapter 411.
- B. When Federal funds are used to fund travel, Section 5 of the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118) (Fly America Act) and U.S. General Services Administration (U.S. GSA) regulations, “Use of United States Flag Air Carriers,” 41 C.F.R. §§ 301-10.131 – 301-10.143, requires contractors, recipients, and others use U.S.-flag air carriers for U.S. Government-financed international air transportation of personnel (and their personal effects) or property, to the extent that service by those carriers is available. It requires the Comptroller General of the United States, in the absence of satisfactory proof of the necessity for foreign-flag air transportation, to disallow expenditures from funds, appropriated or otherwise established for the account of the United States, for international air transportation secured aboard a foreign-flag air carrier if a U.S.-flag air carrier is available to provide such services.
- C. If available, Contractor, in performing work under this contract, shall use U.S.-flag carriers for international air transportation of personnel (and their personal effects) or property.
- D. If Contractor selects a carrier other than a U.S.-flag air carrier for international involving such transportation essentially as follows:

Statement of Unavailability of U.S. - Flag Air Carriers - International air transportation of persons (and their personal effects) or property by U.S.-flag air carrier was not available or it was necessary to use foreign-flag air carrier service for the following reasons. See FAR § 47.403. [State reasons]:

(End of statement)

- E. Contractor shall include the substance of this clause, including this paragraph (E), in each subcontract or purchase under this contract that may involve international air transportation.

16. EMPLOYEE PROTECTIONS

A. Prevailing Wage & Anti-Kickback

[These requirements apply to all prime construction, alteration, or repair contracts in excess of \$2,000.]

1. For all prime construction, alteration or repair contracts in excess of \$2,000 awarded by FTA, Contractor shall comply with the Davis-Bacon Act and the Copeland "Anti-Kickback" Act. Under 49 U.S.C. § 5333(a), prevailing wage protections apply to laborers and mechanics employed on FTA assisted construction, alteration, or repair projects. Contractor will comply with the Davis-Bacon Act, 40 U.S.C. §§ 3141-3144, and 3146-3148 as supplemented by DOL regulations at 29 CFR part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction." In accordance with the statute, Contractor shall pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.
2. In addition, Contractor shall pay wages not less than once a week. Contractor shall also comply with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by DOL regulations at 29 CFR part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in part by Loans or Grants from the United States." Contractor is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

B. Contract Work Hours/Safety Standards for Awards Involving Construction

[These requirements apply to all contracts involving construction in excess of \$100,000 that involve the employment of mechanics or laborers.]

1. For all contracts in excess of \$100,000 that involve the employment of mechanics or laborers, Contractor shall comply with the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 3701-3708), as supplemented by the DOL regulations at 29 CFR part 5. Under 40 U.S.C. § 3702 of the Act, Contractor shall compute the wages of every mechanic and laborer, including watchmen and guards, on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic be required to work in surroundings or under working

conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or to contracts for transportation or transmission of intelligence.

2. In the event of any violation of the clause set forth herein, Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the City of Columbia or a territory, to such City or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of this clause in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by this clause.
3. The FTA shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by Contractor or subcontractor under any such contract or any other Federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in this section.
4. Contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this Contract.

C. Contract Work Hours/Safety Standards for Awards Not Involving Construction

[These requirements apply to all contracts (not involving construction) in excess of \$100,000 that involve the employment of mechanics or laborers.]

1. Contractor shall comply with all federal laws, regulations, and requirements providing wage and hour protections for non-construction employees, in accordance with 40 U.S.C. § 3702, Contract Work Hours and Safety Standards Act, and other relevant parts of that Act, 40 U.S.C. § 3701 et seq., and U.S. DOL regulations, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Non-construction Contracts Subject to the Contract Work Hours and Safety Standards Act),” 29 CFR part 5.
2. Contractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee,

social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.

3. Such records maintained under this paragraph shall be made available by Contractor for inspection, copying, or transcription by authorized representatives of the FTA and the Department of Labor, and Contractor will permit such representatives to interview employees during working hours on the job.
4. Contractor shall require the inclusion of the language of this clause within subcontracts of all tiers.

17. SEISMIC SAFETY

[These requirements apply only to contracts for the construction of new buildings or additions to existing buildings.]

Contractor shall design and construct any new building or addition to an existing building in accordance with the standards for Seismic Safety required in Department of Transportation (DOT) Seismic Safety Regulations (49 CFR part 41) and will certify its compliance to the extent required by the regulation. Contractor shall ensure that all work performed under this Contract, including work performed by a subcontractor, is in compliance with the standards required by the Seismic Safety regulations and the certification of compliance issued on the project.

18. VETERANS EMPLOYMENT

[These requirements apply only to capital projects. See 49 U.S.C. § 5302(3).]

Contractor shall give a hiring preference, to the extent practicable, to veterans (as defined in U.S.C. Section 2108 of title 5) who have the requisite skills and abilities to perform the construction work required under the Contract. This requirement shall not be understood, construed or enforced in any manner that would require an employer to give a preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or a former employee.

19. BONDING

[These requirements are applicable to all construction or facility improvement contracts and subcontracts exceeding the simplified acquisition threshold (currently set at \$250,000). See FTA Circular C 4220.1F for specific bonding requirements.]

Bonds are required for all construction or facility improvement contracts and subcontracts exceeding the simplified acquisition threshold. FTA may accept the bonding policy and requirements of the AGENCY if FTA has determined that the Federal interest is adequately protected. If such a determination has not been made, the following minimum requirements apply:

- A. A bid guarantee from each bidder equivalent to five percent of the bid price. The “bid guarantee” must consist of a firm commitment such as a bid bond, certified check, or

other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.

- B. A performance bond on the part of Contractor for 100 percent of the contract price. A “performance bond” is one executed in connection with a contract to secure fulfillment of all of Contractor's obligations under such contract.
- C. A payment bond on the part of Contractor for 100 percent of the contract price. A “payment bond” is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

20. PUBLIC TRANSPORTATION EMPLOYEE PROTECTIVE ARRANGEMENTS

[These requirements apply only to contracts for transit operations performed by employees of contractors and subcontractors recognized by FTA to be a transit operator.]

Contractor shall comply with the following employee protective arrangements of 49 U.S.C. § 5333(b):

- A. **U.S. DOL Certification.** To the extent that FTA determines that this Contract or any Amendments thereto involve public transportation operations financed in whole or in part with Federal assistance, Contractor agrees to carry out the transit operations work on the underlying contract in compliance with terms and conditions determined by the U.S. Secretary of Labor to be fair and equitable to protect the interests of employees employed under this contract and to meet the employee protective requirements of 49 U.S.C. § 5333(b), and U.S. DOL guidelines at 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions are identified in the letter of certification from the U.S. DOL to FTA applicable to the FTA Recipient's project from which Federal assistance is provided to support work on the underlying contract. The Contractor agrees to carry out that work in compliance with the conditions stated in that U.S. DOL Letter. The requirements of this subsection (A), however do not apply to any contract financed with Federal assistance provided by FTA either for projects for elderly individuals and individuals with disabilities authorized by 49 U.S.C. § 5310(a)(2), or for projects for nonurbanized areas authorized by 49 U.S.C. § 5311. Alternate provisions for those projects are set forth in subsections (B) and (C) of this clause.
- B. **Special Warranty.** If the Contract involves public transportation operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. § 5311, Contractor agrees to comply with the terms and conditions of the Special Warranty for the Nonurbanized Area Program agreed to by the U.S. Secretaries of Transportation and Labor, dated May 31, 1979, and the procedures implemented by U.S. DOL or any revision thereto.
- C. **Special Arrangements.** If the Contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. § 5310(a)(2), and if the U.S.

Secretary of Transportation has determined or determines in the future that the employee protective requirements of 49 U.S.C. § 5333(b) are necessary or appropriate for the state and the public body subrecipient for which work is performed on the underlying contract, Contractor agrees to carry out the Project in compliance with the terms and conditions determined by the U.S. Secretary of Labor to meet the requirements of 49 U.S.C. § 5333(b), U.S. DOL guidelines at 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions are identified in the U.S. DOL's letter of certification to FTA, the date of which is set forth Grant Agreement or Cooperative Agreement with the state. Contractor agrees to perform transit operations in connection with the underlying contract in compliance with the conditions stated in that U.S. DOL Letter.

- D. **Flow Down.** Contractor shall include the substance of this clause in each subcontract that may involve operating public transit services.

21. CHARTER SERVICE

[These requirements apply to contracts for operating public transportation service.]

- A. Contractor shall comply with 49 U.S.C. 5323(d), (g), and (r), and 49 CFR part 604, which provides that recipients and subrecipients of FTA assistance are prohibited from providing charter service using federally-funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except as permitted under: (1) federal transit laws, specifically 49 U.S.C. § 5323(d); (2) FTA regulations, "Charter Service," 49 CFR part 604; (3) any other federal Charter Service regulations; or (4) Federal guidance, except as FTA determines otherwise in writing.
- B. If Contractor engages in a pattern of violations of FTA's Charter Service regulations, then FTA may require corrective measures or impose remedies on it. These corrective measures and remedies may include: (1) barring it or any subcontractor operating public transportation under its Award that has provided prohibited charter service from receiving federal assistance from FTA; (2) withholding an amount of federal assistance as provided by Appendix D to part 604 of FTA's Charter Service regulations; or (3) any other appropriate remedy that may apply.
- C. Contractor should also include the substance of this clause in each subcontract that may involve operating public transit services.

22. SCHOOL BUS OPERATIONS

[These requirements apply to contracts for operating public transportation service.]

Contractor shall comply with 49 U.S.C. 5323(f) and (g), and 49 CFR part 605, and not engage in school bus operations using federally-funded equipment or facilities in competition with private operators of school buses, except as permitted under: (A) federal transit laws, specifically 49 U.S.C. § 5323(f); (B) FTA regulations, "School Bus Operations," 49 CFR part 605; (C) any other Federal School Bus regulations; or (D) federal guidance, except as FTA determines otherwise in writing. If Contractor violates these school bus requirements, then

FTA may bar Contractor from receiving Federal assistance for public transportation or require Contractor to take such remedial measures as FTA considers appropriate. When operating exclusive school bus service under an allowable exemption, Contractor may not use federally-funded equipment, vehicles, or facilities. Contractor should include the substance of this clause in each subcontract or purchase under this Contract that may operate public transportation services.

23. MOTOR CARRIER SAFETY

[These requirements apply to contracts for operating bus operation service.]

- A. **Financial Responsibility**. Contractor shall comply with the economic and insurance registration requirements of: (1) U.S. Federal Motor Carrier Safety Administration (U.S. FMCSA) regulations, “Minimum Levels of Financial Responsibility for Motor Carriers,” 49 C.F.R. part 387, if Contractor is: (a) engaged in operations requiring compliance with 49 C.F.R. part 387, (b) engaged in interstate commerce, and (c) not within a defined commercial zone; and (2) provisions of 49 U.S.C. § 31138(e)(4), which supersede inconsistent provisions of 49 C.F.R. part 387, and reduce the amount of insurance the Recipient must obtain to the highest amount required by any state in which the public transportation provider operates, if it operates within a public transportation service area located in more than one state, and receives federal assistance under 49 U.S.C. §§ 5307, 5310, and 5311.
- B. **U.S. FMCSA Requirements**. Contractor shall comply with: (1) safety requirements of U.S. Federal Motor Carrier Safety Administration (U.S. FMCSA) regulations, “Federal Motor Carrier Safety Regulations,” 49 C.F.R. parts 390 – 397, to the extent applicable; and (2) driver’s license requirements of U.S. FMCSA regulations, “Commercial Driver’s License Standards, Requirements, and Penalties,” 49 C.F.R. part 383, and “State Compliance with Commercial Driver’s License,” 49 C.F.R. part 384, to the extent applicable, with the substance abuse requirements and guidance of U.S. FMCSA’s regulations, “Drug and Alcohol Use and Testing Requirements,” 49 C.F.R. part 382, and implementing federal guidance, to the extent applicable.

24. SAFE OPERATIONS OF MOTOR VEHICLES

- A. **Seat Belt Use**. Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company- rented vehicles, or personally operated vehicles. The terms “company-owned” and “company-leased” refer to vehicles owned or leased either by Contractor or AGENCY.
- B. **Distracted Driving**. Contractor shall adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contractor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this Contract.

- C. **Subcontracts.** Contractor shall insert the substance of this clause, including this paragraph, in all subcontracts that exceed the micro-purchase threshold, as defined in Federal Acquisition Regulation 2.101 on the date of subcontract award.

25. CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING

[These requirements do not apply to micro-purchases (\$10,000 or less, except for construction contracts over \$2,000).]

- A. **Definitions.** As used in this clause: (1) "driving" means operating a motor vehicle on an active roadway with the motor running, including while temporarily stationary because of traffic, a traffic light, stop sign, or otherwise (note: "driving" does not include operating a motor vehicle with or without the motor running when one has pulled over to the side of, or off, an active roadway and has halted in a location where one can safely remain stationary); and (2) "text messaging" means reading from or entering data into any handheld or other electronic device, including for the purpose of short message service texting, e-mailing, instant messaging, obtaining navigational information, or engaging in any other form of electronic data retrieval or electronic data communication (note: "text messaging" does not include glancing at or listening to a navigational device that is secured in a commercially designed holder affixed to the vehicle, provided that the destination and route are programmed into the device either before driving or while stopped in a location off the roadway where it is safe and legal to park).
- B. **Executive Order.** This clause implements Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, dated October 1, 2009. Contractor is encouraged to adopt and enforce policies that ban text messaging while driving company-owned/rented vehicles, Government-owned vehicles, and privately-owned vehicles when on official Government business or when performing any work for or on behalf of the Government. Contractor is also encouraged to conduct initiatives in a manner commensurate with the size of the business, such as: (1) establishment of new rules and programs or reevaluation of existing programs to prohibit text messaging while driving; and (2) education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
- C. **Subcontracts.** Contractor shall insert the substance of this clause, including this paragraph, in all subcontracts that exceed the micro-purchase threshold, as defined in Federal Acquisition Regulation 2.101 on the date of subcontract award.

26. SUBSTANCE ABUSE (DRUG & ALCOHOL TESTING)

[These requirements apply to contracts with contractors who perform safety-sensitive functions, as defined in 49 CFR Part 655.4, "Definitions."]

- A. Contractor shall establish and implement a drug and alcohol testing program that complies with "Procedures for Transportation Workplace Drug and Alcohol Testing Programs" (49 CFR Part 40) and "Prevention of Alcohol Misuse and Prohibited Drug

Use in Transit Operations” (49 CFR Part 655), produce any documentation necessary to establish its compliance with parts 655 and 40, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the State Oversight Agency of California, or the City of Porterville, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR part 655 and 49 CFR part 40 and review the testing process.

- B. Contractor shall also submit for review and approval a copy of its substance abuse prevention policy developed to implement its drug and alcohol testing program. Further, Contractor shall certify annually its compliance with parts 655 and 40 and to submit the Drug and Alcohol Management Information System (DAMIS) reports before March 15 to Transit Compliance Officer, City of Porterville Transportation Department, 291 N. Main St., Porterville, CA 93257. To certify compliance, Contractor shall use the "Substance Abuse Certifications" in the "Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements," which is published annually in the Federal Register.
- C. Contractor shall require the inclusion of the language of this clause within subcontracts of all tiers involving the performance of a safety-sensitive function under the Contract.

27. BUY AMERICA

[These requirements apply to contracts over \$150,000 if they involve the purchase of iron, steel, manufactured goods, or rolling stock.]

- A. Contractor shall comply with 49 U.S.C. 5323(j) and 49 CFR part 661, which provide that federal fund may not be obligated unless all steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR § 661.7 and include final assembly in the United States for 15 passenger vans and 15 passenger wagons produced by Chrysler Corporation, microcomputer equipment, and software. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C) and 49 CFR § 661.11. Contractor must submit to AGENCY the appropriate Buy America certification with its offer. Offers that are not accompanied by a completed Buy America certification will be rejected as nonresponsive.
- B. Construction materials used in FTA-funded projects are subject to the domestic preference requirement of the Build America, Buy America Act, Pub. L. 117-58, div. G, tit. IX, §§ 70911 – 70927 (2021), as implemented by the U.S. Office of Management and Budget’s “Buy America Preferences for Infrastructure Projects,” 2 CFR Part 184.
- C. Compliance with FTA’s “Buy America Requirements,” 49 CFR Part 661, and “Buy America Preferences for Infrastructure Projects,” 2 CFR Part 184 shall be deemed to satisfy 2 CFR § 200.322, “Domestic Preferences for Procurements.”

28. PROHIBITED TELECOMMUNICATIONS & SURVEILLANCE SERVICES & EQUIPMENT

The AGENCY is prohibited from obligating or expending loan or grant funds to: procure or obtain, extend or renew a contract to procure or obtain, or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Contractor shall not provide covered telecommunications equipment or services in the performance of the Contract. As described in Public Law 115-232, section 889, covered telecommunications equipment is: (A) telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities); (B) video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities) for the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes; (C) telecommunications or video surveillance services provided by such entities or using such equipment; and (D) 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.

29. AIR POLLUTION & FUEL ECONOMY

[These requirements apply to contracts for the purchase of rolling stock.]

The Contractor agrees to comply with applicable Federal air pollution control and fuel economy regulations, such as: EPA regulations, "Control of Air Pollution from Mobile Sources," 40 CFR Part 85; EPA regulations, "Control of Air Pollution from New and In-Use Motor Vehicles and New and In-Use Motor Vehicle Engines," 40 CFR Part 86; and EPA regulations, "Fuel Economy of Motor Vehicles," 40 CFR Part 600.

30. ROLLING STOCK LIMITATIONS

[These requirements apply to contracts for the purchase of rolling stock.]

Contractor and its subcontractors must comply with the limitation on certain rolling stock procurements at 49 U.S.C. § 5323(u), prohibiting the procurement of rolling stock from specified manufacturers for public transportation use.

31. PRE-AWARD & POST-DELIVERY AUDITS OF ROLLING STOCK PURCHASES

[These requirements apply to contracts for the purchase of rolling stock.]

Contractor shall comply with 49 U.S.C. § 5323(m) and FTA's implementing regulation at 49 CFR part 663. Contractor shall comply with the Buy America certification(s) submitted with its offer. Contractor shall participate and cooperate in any pre-award and post-delivery audits performed pursuant to 49 CFR part 663 and related FTA guidance.

32. BUS TESTING

[These requirements apply to contracts for the purchase/lease of any bus model that is new or has any major change in configuration/components to be acquired/leased.]

Contractor [Manufacturer] agrees to comply with the Bus Testing requirements under 49 U.S.C. 5318(e) and FTA's implementing regulation at 49 CFR part 665 to ensure that the requisite testing is performed for all new bus models or any bus model with a major change in configuration or components, and that the bus model has achieved a passing score. Upon completion of the testing, Contractor shall obtain a copy of the bus testing reports from the operator of the testing facility and make that report(s) publicly available prior to final acceptance of the first vehicle by the grantee.

33. ENVIRONMENTAL PROTECTIONS

Contractor shall comply with all applicable environmental and resource use laws, regulations, and requirements, and follow applicable guidance, now in effect or that may become effective in the future, including state and local laws, ordinances, regulations, and requirements and follow applicable guidance.

2. National Environmental Policy Act.

1. Contractor shall comply and facilitate compliance with federal laws, regulations, and requirements, including, but not limited to: (a) federal transit laws, such as 49 U.S.C. § 5323(c)(2), and 23 U.S.C. § 139; (b) the National Environmental Policy Act of 1969 (NEPA), as amended, 42 U.S.C. §§ 4321 et seq., as limited by 42 U.S.C. § 5159, and CEQ's implementing regulations 40 C.F.R. part 1500 – 1508; (c) joint FHWA and FTA regulations, "Environmental Impact and Related Procedures," 23 C.F.R. part 771 and 49 C.F.R. part 622; (d) Executive Order No. 11514, as amended, "Protection and Enhancement of Environmental Quality," March 5, 1970, 42 U.S.C. § 4321 note; and (e) other federal environmental protection laws, regulations, and requirements applicable to Contractor.
2. Contractor shall follow federal guidance to the extent that the guidance is consistent with applicable authorizing legislation, which may include: (a) joint FHWA and FTA final guidance, "Interim Guidance on MAP-21 Section 1319, Accelerated Decision making in Environmental Reviews," January 14, 2013; (b) joint FHWA and FTA final guidance, "SAFETEA-LU Environmental Review Process (Pub. L. 109-59)," 71 Fed. Reg. 66576, November 15, 2006; and (c) other federal environmental guidance applicable to the Contractor.
3. Environmental Justice. Contractor shall promote environmental justice by following: (1) Executive Order No. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations," February 11, 1994, 42 U.S.C. § 4321 note, as well as facilitating compliance with that Executive Order; (2) U.S. DOT Order 5610.2, "Department of Transportation Actions To Address Environmental Justice in Minority Populations and Low-Income Populations," 62 Fed. Reg. 18377, April 15, 1997; and (3) the most recent edition of FTA Circular 4703.1, "Environmental

Justice Policy Guidance for Federal Transit Administration Recipients,” August 15, 2012, to the extent consistent with applicable federal laws, regulations, requirements, and guidance.

4. **Other Environmental Federal Laws.** Contractor shall comply or facilitate compliance with all applicable federal laws, regulations, and requirements, and will follow applicable guidance, including, but not limited to, the Clean Air Act, Clean Water Act, Wild and Scenic Rivers Act of 1968, Coastal Zone Management Act of 1972, the Endangered Species Act of 1973, Magnuson Stevens Fishery Conservation and Management Act, Resource Conservation and Recovery Act, Comprehensive Environmental Response, Compensation, and Liability Act, Executive Order No. 11990 relating to “Protection of Wetlands,” and Executive Order Nos. 11988 and 13690 relating to “Floodplain Management.”
5. **Use of Certain Public Lands.** Contractor shall comply with U.S. DOT laws, specifically 49 U.S.C. § 303 (often referred to as “section 4(f)”), and joint FHWA and FTA regulations, “Parks, Recreation Areas, Wildlife and Waterfowl Refuges, and Historic Sites,” 23 C.F.R. part 774, and referenced in 49 C.F.R. part 622.
6. **Historic Preservation.** Contractor shall comply with: (1) U.S. DOT laws, including 49 U.S.C. § 303 (often referred to as “section 4(f)”), which requires certain findings be made before an Award may be undertaken if it involves the use of any land from a historic site that is on or eligible for inclusion on the National Register of Historic Places; (2) federal historic and archaeological preservation requirements of section 106 of the National Historic Preservation Act, as amended, 54 U.S.C. § 306108; (3) the Archeological and Historic Preservation Act of 1974, as amended, 54 U.S.C. § 312501 et seq.; (4) U.S. Advisory Council on Historic Preservation regulations, “Protection of Historic Properties,” 36 C.F.R. part 800; and (5) other federal requirements and federal guidance to avoid or mitigate adverse effects on historic properties.
7. **Indian Sacred Sites.** Contractor shall facilitate compliance with federal efforts to promote the preservation of places and objects of religious importance to American Indians, Eskimos, Aleuts, and Native Hawaiians, and facilitate compliance with the American Indian Religious Freedom Act, 42 U.S.C. § 1996, and Executive Order No. 13007, “Indian Sacred Sites,” May 24, 1996, 42 U.S.C. § 3161 note.

34. CLEAN AIR ACT & FEDERAL WATER POLLUTION CONTROL ACT

[These requirements do not apply to contracts and subcontracts under \$150,000.]

Contractor shall ensure that it: (A) will not use any violating facilities; (B) will report the use of facilities placed on or likely to be placed on the U.S. EPA “List of Violating Facilities;” (C) will report violations of use of prohibited facilities to FTA; and (D) will comply with the inspection and other requirements of the Clean Air Act, as amended (42 U.S.C. §§ 7401 – 7671q); and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387).

35. ENERGY CONSERVATION

Contractor shall comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. §§ 6321 et seq.).

36. RECYCLED PRODUCTS (SOLID WASTES)

[These requirements apply to all contracts and subcontracts involving the purchase of items designated by the EPA (that contain the highest percentage of recovered materials practicable) in excess of \$10,000. See 40 C.F.R. part 247 for federal designation of items.]

Contractor shall provide a preference for those products and services that conserve natural resources, protect the environment, and are energy efficient by complying with and facilitating compliance with Section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962, and U.S. Environmental Protection Agency (U.S. EPA), “Comprehensive Procurement Guideline for Products Containing Recovered Materials,” 40 CFR part 247. The requirements of Section 6002 include: (A) procuring only items designated in guidelines of the U.S. EPA at 40 C.F.R. part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; (B) procuring solid waste management services in a manner that maximizes energy and resource recovery; and (C) establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

37. INTELLECTUAL PROPERTY/PATENT RIGHTS & RIGHTS IN DATA

[These requirements apply to contracts for the performance of experimental, developmental, or research work.]

- A. This Project is funded through a Federal award with FTA for experimental, developmental, or research work purposes. As such, certain Patent Rights and Data Rights apply to all subject data first produced in the performance of this Contract. Contractor shall grant the AGENCY intellectual property access and licenses deemed necessary for the work performed under this Contract and in accordance with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by FTA or U.S. DOT. The terms of an intellectual property agreement and software license rights will be finalized prior to execution of this Contract and shall, at a minimum, include the following restrictions: Except for its own internal use, Contractor may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may Contractor authorize others to do so, without the written consent of FTA, until such time as FTA may have either released or approved the release of such data to the public. This restriction on publication, however, does not apply to any contract with an

- academic institution. For purposes of this Contract, the term “subject data” means recorded information whether or not copyrighted, and that is delivered or specified to be delivered as required by the Contract. Examples of “subject data” include, but are not limited to computer software, standards, specifications, engineering drawings and associated lists, process sheets, manuals, technical reports, catalog item identifications, and related information, but do not include financial reports, cost analyses, or other similar information used for performance or administration of the Contract.
- B. The Federal Government reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use for “Federal Government Purposes”: (1) any subject data developed under the Contract, whether or not a copyright has been obtained; and (2) any rights of copyright purchased by Contractor using federal assistance in whole or in part by the FTA. For “Federal Government Purposes,” means use only for the direct purposes of the Federal Government. Without the copyright owner’s consent, the Federal Government may not extend its Federal license to any other party.
- C. Unless FTA determines otherwise, Contractor performing experimental, developmental, or research work required as part of this Contract agrees to permit FTA to make available to the public, either FTA’s license in the copyright to any subject data developed in the course of the Contract, or a copy of the subject data first produced under the Contract for which a copyright has not been obtained. If the experimental, developmental, or research work, which is the subject of this Contract, is not completed for any reason whatsoever, all data developed under the Contract shall become subject data as defined herein and shall be delivered as the Federal Government may direct.
- D. Unless prohibited by state law, upon request by the Federal Government, Contractor shall indemnify, save, and hold harmless the Federal Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under that contract. Contractor shall be required to indemnify the Federal Government for any such liability arising out of the wrongful act of any employee, official, or agents of the Federal Government.
- E. Nothing contained in this clause on rights in data shall imply a license to the Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Federal Government under any patent.
- F. Data developed by Contractor and financed entirely without using Federal assistance provided by the Federal Government that has been incorporated into work required by

the Contract is exempt from the requirements herein, provided that Contractor identifies those data in writing at the time of delivery of the Contract work.

G. Contractor shall include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance.

38. COMPLIANCE WITH NATIONAL ITS ARCHITECTURE POLICY

[These requirements apply only to contracts for National Intelligent Transportation System projects.]

Contractor shall conform to the National Intelligent Transportation Systems (ITS) Architecture requirements of 23 U.S.C. § 517(d), unless it obtains an exemption from those requirements, and follow FTA Notice, “FTA National ITS Architecture Policy on Transit Projects,” 66 Fed. Reg. 1455, January 8, 2001, and all other applicable federal guidance.

39. NTD REPORTING

As a condition of benefitting from federal assistance for public transportation operations, Contractor and its subcontractors must: (A) facilitate compliance with 49 U.S.C. § 5335(a), which authorizes the National Transit Database (NTD); (B) conform to the NTD reporting system and the Uniform System of Accounts and Records; (C) comply with FTA regulations, “Uniform System of Accounts and Records and Reporting System,” 49 CFR Part 630; (D) report when required to the National Transit Database in accordance with FTA regulation 49 CFR Part 630, “National Transit Database,” and applicable FTA instructions: (1) any information relating to a transit asset inventory or condition assessment; (2) any data on assaults on transit workers; (3) any data on fatalities that result from an impact with a bus; and (4) such other information as FTA may require; (E) comply with any other applicable reporting regulations, and requirements; and (F) follow FTA guidance.

40. TRAFFICKING IN PERSONS

Contractor and its subcontractors or their employees shall not: (A) engage in severe forms of trafficking in persons during the Contract Term; (B) procure a commercial sex act during the Contract Term; or (C) use forced labor in the performance of the Contract. Contractor shall inform AGENCY immediately of any information Contractor receives from any source alleging a violation of a prohibition in this section. AGENCY may terminate this Contract for any violation of this section; such right of termination is in addition to all other remedies for noncompliance that are available to the AGENCY.

41. PRIVACY ACT

Contractor agrees to: (A) comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C.

§ 552a. Among other things, Contractor agrees to obtain the express consent of the Federal Government before Contractor or its employees operate a system of records on behalf of the Federal Government. Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract; and (B) include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

42. SECTION 508 COMPLIANCE

Any reports or information that will be provided to DOT or any other Federal agency must comply with Section 508 of the Rehabilitation Act of 1973.

43. DBE REQUIREMENTS

The City and its partners strive to advance the economic growth of small businesses through its Disadvantaged Business Enterprise (DBE) Program.

The City of Porterville DBE Program is managed and administered by the City's Transportation Department. Through a coordinated effort among several city departments and partner agencies, the DBE Program provides certification and opportunities in construction, purchasing, management and technical assistance, educational services, and networking.

A. General Requirements

1. **Applicable Federal Regulations.** This Contract is subject to DBE requirements issued by USDOT in 49 CFR Part 26. Despite the lack of a race- and gender-conscious DBE participation goal for this Contract, the Agency must track and report DBE participation that occurs as a result of any procurement, Joint Venture, goods/services, or other arrangement involving a DBE. For this reason, the Successful Submitter shall provide all relevant information to enable the required reporting.
2. **DBE Participation.** For this solicitation, the Agency *has not* established a race- or gender-conscious DBE participation goal. The Agency extends to each individual, firm, vendor, supplier, contractor, and subcontractor an equal economic opportunity to compete for business. The Agency uses race- and gender-neutral measures to facilitate participation by DBEs and Small Businesses. The Agency encourages each Submitter to voluntarily subcontract with DBEs and Small Businesses to perform part of the work—a Commercially Useful Function—that Submitter might otherwise perform with its own forces.

3. **Small Business Participation.** The Agency will track the participation of all approved businesses throughout the life of this contract. The Agency will count Small Business participation as authorized by federal regulations. A summary of these regulations can be found at www.ecfr.gov (49 CFR Part 26.39).
4. **DBE Certification.** Only firms (1) certified by the Agency or another CAUCP member, and (2) contracted to perform a Commercially Useful Function on scopes of work for which they are certified, may be considered to determine DBE participation resulting from race- and gender-neutral (RGN) measures on this Contract. This DBE determination affects the Agency's tracking and reporting obligations to USDOT.
5. **Civil Rights Assurances.** As a recipient of USDOT funding, the Agency has agreed to abide by the assurances found in 49 CFR Parts 21 and 26. Each Contract signed by the Agency and the Successful Submitter, and each Subcontract signed by the Successful Submitter and a Subcontractor, must include the following assurance verbatim:

“The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of USDOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the City of Porterville deems appropriate, which may include, but is not limited to: (1) withholding monthly progress payments; (2) assessing sanctions; (3) liquidated damages; and/or (4) disqualifying the contractor from future bidding as non-responsible.”

Note: For purposes of the required Contract and Subcontract language above, Successful Submitter is the “contractor” awarded the contract.

6. **Subcontracts.** If subcontracts will be let under this Contract, Contractor shall take the affirmative steps listed in 2 C.F.R. 200.321, which addresses contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.

Exhibit A – Required Forms

Form A

ADDENDUM RECEIPT

The Proposer acknowledges it has received and read the following Addenda:

Addendum # _____	Signature _____
Addendum # _____	Signature _____
Addendum # _____	Signature _____
Addendum # _____	Signature _____
Addendum # _____	Signature _____

Company: _____

Name: _____

Title: _____

Signature: _____

Date: _____

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: _____

Name: _____

Title: _____

Signature: _____

Date: _____

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: _____

Name: _____

Title: _____

Signature: _____

Date: _____

Form D

NON-COLLUSION AFFIDAVIT FOR PROPOSER

STATE OF CALIFORNIA

COUNTY OF _____

_____ declares and says:

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

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: _____

Name: _____

Title: _____

Signature: _____

Date: _____

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: _____

Name: _____

Title: _____

Signature: _____

Date: _____

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: _____

Name: _____

Title: _____

Signature: _____

Date: _____

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: _____

Name: _____

Title: _____

Signature: _____

Date: _____

Exhibit B – Sample General Services Agreement

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

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

Recitals

- A. City desires to retain Contractor to complete a Bus Shelter Project (Project); and
- B. On February 25, 2025, the City issued a Request for Proposals (RFP) for the Bus Shelter (Project). On XXXXXX, Contractor submitted its proposal for the Project to the City. City has determined that Contractor possesses the skills, experience and certification required to provide the goods and services.
- C. After negotiations between the City and Contractor, the Parties have reached an agreement for the performance of services in accordance with the terms set forth in this Agreement.
- D. This Agreement is being executed pursuant to Resolution No. _____-2024 approved by the Porterville City Council on _____, 2024.

Now therefore, the Parties mutually agree as follows:

1. **Scope of Work.** Contractor shall provide the goods and services required to complete the Project, described in Exhibit “A” attached hereto and incorporated herein by reference. The goods and services shall be performed by, or under the direct supervision of, Contractor’s Authorized Representative: _____. Contractor shall not replace its Authorized Representative, nor shall Contractor use or replace any subcontractor or subcontractor, without City’s prior written consent. The City may terminate this Agreement if Contractor makes any such change or replacement, or uses any unapproved subcontractor or subcontractor.
2. **Time of Performance.** Time is of the essence in the performance of services under this Agreement and the timing requirements set forth shall be strictly adhered to unless otherwise modified in writing in accordance with this Agreement. Contractor shall begin performance, and shall complete all required services no later than the dates set forth in Exhibit “A.” Any services for which times for performance are not specified in this Agreement shall be started and completed by Contractor in a reasonably prompt and timely manner based upon the circumstances and direction communicated to the Contractor. Contractor shall submit all

requests for time extensions to the City in writing no later than ten days after the start of the condition which purportedly caused the delay, and not later than the date on which performance is due. City shall grant or deny such requests at its sole discretion.

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

3. Compensation. City shall pay Contractor on a lump sum basis, at the billing rate set forth in Exhibit "C", attached hereto and incorporated herein by this reference for goods and services performed under this Agreement.

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

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

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

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

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

3.5. Contractor agrees to maintain books, accounts, payroll records and other information relating to the performance of Contractor's obligations under the Agreement, which shall adequately and correctly reflect the expenses incurred by the Contractor in the

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

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

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

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

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

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

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

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

- 1.1. Commercial General Liability** (with coverage at least as broad as ISO form CG 00 01 01 96) "per occurrence" coverage shall be maintained in an amount not less than \$4,000,000 general aggregate and \$2,000,000 per occurrence for general liability, bodily injury, personal injury, and property damage.

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

2. **Termination.** The City may terminate this Agreement in its sole and absolute discretion by giving ten (10) days' written notice to Contractor. Within five (5) days of such a termination, Contractor shall give the City all original documents relating to the Services in Contractor's possession or control, including, without limitation, preliminary drafts and supporting documents, and any other documents prepared by Contractor pursuant to this Agreement. The City shall pay Contractor for all services satisfactorily performed in accordance with this Agreement, up to the date notice is given.
3. **Dispute Resolution.** If any dispute arises between the City and Contractor that cannot be settled after engaging in good faith negotiations, City and Contractor agree to resolve the dispute in accordance with the following:
 - 3.1. Each Party shall designate a senior management or executive level representative to negotiate the dispute.
 - 3.2. The representatives shall attempt, through good faith negotiations, to resolve the dispute by any means within their authority,
 - 3.3. If the issue remains unresolved after fifteen (15) days of good faith negotiations, the Parties shall attempt to resolve the disagreement by negotiations between legal counsel. If the aforementioned process fails, the Parties shall resolve any remaining disputes through mediation to expedite the resolution of the dispute.
 - 3.4. The mediation process shall provide for the selection within fifteen (15) days by both Parties of a disinterested third person to serve as the mediator, shall be commenced within thirty (30) days of selection of a mediator, and shall be concluded within fifteen (15) days from the commencement of the mediation.
 - 3.5. The Parties shall equally bear the costs of any third party in any alternative dispute resolution process.
 - 3.6. The dispute resolution process is a material condition of this Agreement and must be exhausted prior to either Party initiating legal action. This dispute resolution process is not intended to nor shall be construed to change the time periods for filing a claim or action specified by Government Code §§ 900 et seq.
4. **Labor Code Compliance.** Contractor is aware of the requirements of Chapter 1 of Part 7 of Division 2 of the California Labor Code and applicable regulations which require the payment of prevailing wage rates (§1771, §1774, and §1775); employment of apprentices (§1777.5), certified payroll records (§1776), hours of labor (§1813 and §1815), debarment of contractors and subcontractors (§1777.1) and the performance of other requirements on "public works" and "maintenance" projects. The services being performed under this Agreement are part of a "public works" or "maintenance" project, as defined in the Prevailing Wage Laws, Contractor agrees to fully comply with such Prevailing Wage Laws.

5. **Rates.** These prevailing wage rates are available online at <http://www.dir.ca.gov/DLSR>. Each Contractor and Subcontractor must pay no less than the specified rates to all workers employed to perform the services described herein. The schedule of per diem wages is based upon a working day of eight hours. The rate for holiday and overtime work must be at least time and one-half. Contractor assumes all responsibility for such payments and shall defend, indemnify and hold the City harmless from any and all claims made by the State of California, the Department of Industrial Relations, any subcontractor, any worker, or any other third party.
6. **Registration with DIR.** Contractor warrants that it is registered with the Department of Industrial Relations and qualified to perform the services consistent with Labor Code section 1725.5
7. **Monitoring.** This Agreement will be subject to compliance monitoring and enforcement by the DIR, under Labor Code section 1771.4.
8. **Ownership of Work.** All original documents prepared by Contractor for this Agreement, whether complete or in progress, are the property of the City, and shall be given to the City at the completion of Contractor's Services, upon termination of this Agreement, or upon demand from the City. No such documents shall be revealed or made available by Contractor to any third party without the City's prior written consent.
9. **Independent Contractor Status.** Contractor is an independent contractor and is solely responsible for the acts of its employees or agents, including any negligent acts or omissions. Contractor is not City's employee and Contractor shall have no authority, express or implied, to act on behalf of the City as an agent, or to bind the City to any obligation, unless the City provides prior written authorization. Contractor is free to work for other entities while under contract with the City. Contractor, and its agents or employees, are not entitled to City benefits.
10. **Conflicts of Interest.** Contractor (including its employees, agents, and subcontractors) shall not maintain or acquire any direct or indirect interest that conflicts with the performance of this Agreement. If Contractor maintains or acquires such a conflicting interest, the City may terminate any contract (including this Agreement) involving Contractor's conflicting interest.
11. **Rebates, Kickbacks, or Other Unlawful Consideration.** Contractor warrants this Agreement was not obtained or secured through rebates, kickbacks, or other unlawful consideration either promised or paid to any City official or employee. For any breach of this warranty, City shall have the right, in its sole discretion, to terminate this Agreement without liability; to pay only for the value of the work actually performed; to deduct from the contract price the value of the rebate, kickback, or other unlawful consideration; or otherwise recover the full amount of such rebate, kickback, or other unlawful consideration.
12. **Notices.** All notices, demands, or other communications which this Agreement contemplates or authorizes shall be in writing and shall be personally delivered or mailed to the other party to the addresses listed below. Communications shall be deemed to have been given on the first to occur of: (1) actual receipt at the address designated below, or (2) three working days after

the deposit in the United States Mail of registered or certified mail, sent to the address designated below.

To City:

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

To Contractor

13. Miscellaneous

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

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

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

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

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

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

13.6.1. Hazardous Materials. Contractor is responsible for all costs of clean up and/or removal of hazardous and toxic substances spilled as a result of performing their services.

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

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

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

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

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

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

Contractor

By: Greg Meister

By: _____

Title: Mayor

Title: _____

Date: _____

Date: _____

Federal Employer Tax ID No. _____

Signature: _____

Signature: _____

Attest:

Jason Ridenour, Interim City Clerk

Approved as to form:

Julia M. Lew, City Attorney

Exhibits:

- A. RFP No.XXX XXXXXXXXXXXXX
- B. Contractor Proposal
- C. Compensation



CITY COUNCIL AGENDA – FEBRUARY 18, 2025

SUBJECT: Authorization to Award Contract - Foundation and Drainage System Project for Future Draeger Prop Installation

SOURCE: Engineering and Project Management

COMMENT: On February 11, 2025, staff received eight bids for the Foundation and Drainage System Project for the future Draeger prop installation. This project includes grading of the site and the construction of the engineered concrete pad and drainage system that Draeger will utilize to install the fire training prop they are currently manufacturing. This project is the required first step in the process to allow the installation of the training prop.

The Engineer's Estimate of Probable Cost for the project was \$350,000. The lowest bid presented by Todd Companies of Visalia is \$177,500, which is \$172,500 lower than the Engineer's Estimate (-49.28%). An additional \$17,750 is necessary for construction contingency (10%) and \$17,750 is required for construction management, surveying, quality control, and inspection services (10%); equating to a total construction cost of \$213,000.

Funding for this phase of the project is approved in the 2024-2025 Fiscal Year Budget from the Measure I Fund.

The bids are as follows:

Contractor	Bid Amount
Todd Companies Visalia, CA	\$177,500
Sierra Range Construction Visalia, CA	\$279,815
Holloway Construction, Inc Hanford, CA	\$293,000
United Engineering & Construction Glendale, CA	\$297,000
Caliber Contracting Services, Inc Fresno, CA	\$313,068
TMJ Construction, Inc Bakersfield, CA	\$317,765
AG & Industrial Enterprises, Inc	\$320,000

Earlimart, CA
SW Construction \$335,688
Bakersfield, CA

Staff has found the lowest responsive bid acceptable.

RECOMMENDATION: That the City Council:

1. Award the Foundation and Drainage System Project for Future Draeger Prop Installation to Todd Companies of Visalia in the amount of \$177,500;
2. Authorize progress payments up to one hundred percent (100%) of the contract amount;
3. Authorize ten percent (10%) for construction contingency to cover unforeseen costs; and
4. Authorize an additional ten (10%) percent for construction management, construction surveying, quality control and inspection services.

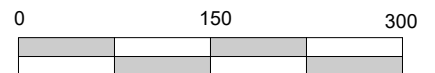
ATTACHMENTS: 1. Locator Map

Appropriated/Funded:

Review By:

Department Director:
Javier Sanchez, Engineering & Project Management Director

Final Approver: Jason Ridenour, Interim City Manager



SCALE: 1"=150'

CITY OF PORTERVILLE
ENGINEERING DIVISION

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

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

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

SHEET
1
OF
1



CITY COUNCIL AGENDA – FEBRUARY 18, 2025

SUBJECT: Authorization to Apply for CalHome Grant

SOURCE: Community Development

COMMENT: The California Department of Housing and Community Development (HCD) issued a 2024 Homeownership Super Notice of Funding Availability (Super NOFA) for funds under the CalHome Program on December 12, 2024. The program Super NOFA is designed to make funds available to cities, counties, and nonprofit corporations to increase homeownership programs aimed at low- and very-low-income households and operated by the local public agency or the nonprofit corporation. This Super NOFA is for First Time Homebuyer Mortgage Assistance, Owner Occupied Rehabilitation Assistance, Technical Assistance for Self-Help Housing Projects, Technical Assistance for Shared Housing Programs, ADU/JADU Assistance, and Homeownership Development Project Loans.

Staff is seeking authorization to apply for the CalHome grant in the amount of \$1,000,000 for First Time Homebuyer Mortgage Assistance. The CalHome grant does not require a local match. Delivery costs (Staff time) associated with the First Time Homebuyer Loans funded is also an eligible expense up to 10% of the total award costs.

The application is due March 13, 2025. Award of funds is expected to be made in June 2025, with the execution of a Standard Agreement with HCD several months later. The term of the Standard Agreement shall be for 36 months from the date of the award letter. HCD is not requiring an executed resolution at this time, and will provide their template resolution at the time of award; therefore, City staff will bring back an item for approval of a draft resolution at notification of award of funds.

In applying for these CalHome Program funds, the City is continuing to take measures to implement programs outlined in the City's Housing Element and the 2025 CDBG Five-Year Consolidated Plan.

RECOMMENDATION: That the City Council authorize City staff to submit an application for the 2024 Homeownership Super Notice of Funding Availability.

ATTACHMENTS: 1. 2024 Homeownership Super NOFA

Appropriated/Funded:

Review By:

Department Director:
Claudia Calderon, Community Development Director

Final Approver: Jason Ridenour, Interim City Manager

**DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
DIVISION OF STATE FINANCIAL ASSISTANCE**

651 Bannon Street, Suite 400
Sacramento, CA 95811 (916) 263-2771



December 12, 2024
Amended January 17, 2025
Amended January 14, 2025

MEMORANDUM FOR: ALL POTENTIAL APPLICANTS

FROM: Jennifer Seeger, Deputy Director
Division of State Financial Assistance

SUBJECT: **2024 Homeownership Super Notice of Funding Availability**

The California Department of Housing and Community Development (HCD or Department) is pleased to announce the release of the 2024 Homeownership Super Notice of Funding Availability (HOSN) for approximately \$176.8 million in funds for the following programs:

- CalHome Program (\$143.1 million)
- Joe Serna, Jr. Farmworker Housing Grant Program – Homeownership (“Serna Homeownership”) (\$33.7 million)

This funding provides Loans and Grants to Local Public Entities and Nonprofits for Homeownership Development Projects, Self-Help Technical Assistance Projects, Mortgage Assistance Programs, Owner-Occupied Rehabilitation Programs, ADU/JADU Programs, Shared Housing Programs and Programs for the Acquisition of Manufactured Housing for Agricultural Households.

Applications for this funding must be submitted electronically via the application portal no later than 4:00 P.M. Pacific Standard Time on **Thursday, March 13, 2025.**

The portal link, and requirements for submitting the HOSN application and required supporting documentation, including naming conventions, can be found on the Department’s Homeownership Super NOFA (HOSN) website, <https://www.hcd.ca.gov/grants-and-funding/programs-active/homeownership-super-nofa>.

Attention Tribal Applicants: The 2023 Homeownership Super NOFA (HOSN), released January 6, 2023, included tribal funding targets of \$3.5 million in Serna Homeownership funds and \$13.5 million in CalHome funds. Please note that:

- Any unused Serna Homeownership funds from the Round 1 Homeownership Super NOFA target for Tribal Entities have been rolled over to this 2024 HOSN and will be available to all Serna Homeownership Applicants, including but not limited to tribes.
- Any unused CalHome funds from the Round 1 Homeownership Super NOFA target for Tribal Entities have been rolled over to a separate 2024 CalHome Tribal NOFA exclusively for tribes, which is being released simultaneously with this 2024 HOSN.

Tribal Entities are encouraged to apply for CalHome funds via the [CalHome Tribal NOFA](#) for approximately \$18 million, which is being released simultaneously with this 2024 HOSN.

The online HOSN workshop details and final Guidelines are posted on the Department's website at [Homeownership Super NOFA | California Department of Housing and Community Development](#). To receive information regarding online workshops and other updates, please subscribe to our Homeownership listserv at <https://www.hcd.ca.gov/contact-us/email-signup>. If you have further questions, please contact HOSN@hcd.ca.gov.

2024 Homeownership Super Notice of Funding Availability (HOSN)

**CalHome Program
and
Joe Serna, Jr. Farmworker Housing Grant Program – Homeownership**



**Gavin Newsom, Governor
State of California**

**Tomiquia Moss, Secretary
Business, Consumer Services and Housing Agency**

**Gustavo Velasquez, Director
California Department of Housing and Community Development**

651 Bannon Street, Suite 400, Sacramento, CA 95811

Telephone: (916) 263-2771

Website: <http://www.hcd.ca.gov/>

Email: HOSN@hcd.ca.gov

December 12, 2024

Amended January 14, 2025

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I. Overview

A. Notable Changes to 2024 Homeownership Super NOFA (HOSN)

- The 2024 HOSN does not include a funding target for Tribal Entities. Instead, Tribal Entities are encouraged to apply for CalHome funds via the Tribal CalHome NOFA of approximately \$18 million, which is being released simultaneously with this Homeownership Super NOFA.
- Increase of the maximum sales price for Homeownership Development Projects to 150 percent of the highest local median sales price of a single-family home during the past six months.
- Projects will be ineligible to receive funds if construction work has begun or will begin prior to the application due date. In the 2023 Homeownership Super NOFA, proposed projects were ineligible to receive funds if construction work had begun or would begin prior to the date the Department executed the Standard Agreement with the Recipient.
- The maximum appraised home values at time of purchase or upon completion of acquisition/Rehabilitation work for Mortgage Assistance loans has been changed to the highest local median sales price of a single-family home during the past six months.
- The After-Rehabilitation Values for units assisted with Owner-Occupied Rehabilitation Assistance was increased to 150 percent of the highest local median sales price of a single-family home during the past six months.
- Minimum application amounts have been adjusted as follows:
 - Minimum total application amount of \$1,000,000.
 - If applying for one or more activity, the minimum application amount *per activity* is \$500,000.
 - If applying for any funding target (e.g., Mobilehome or Manufactured Home assistance, rural), the minimum application amount for that funding target is also \$500,000.
- Changes to the Scoring Rubric include the following:
 - Feasibility scoring criterion decreased from 20 to 15.
 - New scoring criterion for number of prospective households served added for 5 points
 - Scoring for the Prohousing Designation criterion will now award 5 points will to Projects or Programs that are located in jurisdictions that have received a Prohousing Designation or that have applied for a Prohousing Designation by the application due date and are certified by the Department within 45 days after the application due date.
 - Additional tiebreakers were added.
- New provisions were added regarding shared parking and compliance with Government Code 65863.1(i).

B. Funds Available

The California Department of Housing and Community Development (HCD or Department) is pleased to announce the release of this Homeownership Super Notice of Funding Availability (HOSN) **for approximately \$176.8 million**, which may be augmented based on the availability of funds. The HOSN is issued to distribute funds through a combination of HCD-administered Homeownership programs. These programs are:

- CalHome Program (CalHome) supports Homeownership programs aimed at lower and very low-income households, and in the case of a disaster, households at or below moderate income, and operated by private nonprofit and local government agencies, to increase Homeownership, encourage neighborhood revitalization and sustainable development, and maximize use of existing homes.
- Joe Serna, Jr. Farmworker Housing Grant Program (FWHG or Serna) supports development projects involving multiple home ownership units, including single-family subdivisions, for lower-income agricultural employees and their families, and programs that assist lower-income agricultural employees and their families to become or remain homeowners.

The Homeownership Super NOFA distributes funds for the CalHome Program and funds limited to the Homeownership activities of Serna. Please note that new construction or Rehabilitation (with or without acquisition) of a rental housing development, including under Serna, is not an eligible activity under the HOSN. Multifamily and single-family rental housing projects should submit applications under the Department's Multifamily Finance Super NOFA (MFSN).

The Department is making approximately \$176.8 million available as follows:

Funding Programs	
CalHome Program	\$143.1 million
Joe Serna, Jr. Farmworker Housing Grant (Serna) Program	\$33.7 million

Funding for this HOSN is provided by a combination of funding sources as outlined below:

- General Fund, CalHome Proposition 46 and Proposition 1C for CalHome
- Building Homes and Jobs Act (Sen. Bill No. 2 (2017-2018 Reg. Sess.) §1): 2022 and 2023 for Serna

Approximately \$143.1 million will be available for the following activities within the CalHome Program:

- Homeownership Development Project Loans (including Predevelopment Costs and carrying costs during construction related to ADUs and JADUs)
- Technical Assistance for Self-Help Housing Projects
- First-Time Homebuyer Mortgage Assistance (including the purchase of a home with an Accessory Dwelling Unit (ADU) or Junior Accessory Dwelling Unit (JADU))
- Owner -Occupied Rehabilitation Assistance (including Rehabilitation of Manufactured Housing not on a permanent foundation, and construction, repair, or Rehabilitation of ADUs or JADUs)
- Technical Assistance for Shared Housing Programs
- ADU/JADU Assistance (including construction, repair, or Rehabilitation of ADUs or JADUs)

Approximately \$33.7 million will be available for the following Homeownership activities within the Serna Program to address the housing needs of agricultural workers:

- Homeownership Development Projects involving multiple home ownership units, including single-family subdivisions, for lower-income agricultural employees and their families.
- Technical Assistance for Self -Help Housing Projects
- First-time Homebuyer Mortgage Assistance
- Owner-Occupied Rehabilitation Assistance
- Acquisition of Manufactured Housing as part of a program to address and remedy the impacts of current and potential displacement of farmworker families from existing labor camps, Mobilehome Parks, or other housing.

Funding targets are described in Section II. E. of this HOSN.

The information provided in the 2024 HOSN is intended to be a summary and is not considered a complete representation of the entirety of the eligibility, threshold, and other requirements or terms and conditions of the CalHome Program and Serna Program. Applicants should familiarize themselves with all applicable Statutes and Guidelines which, in the event of any conflict(s) with this HOSN, shall control.

This HOSN, the [CalHome Final Guidelines \(2024\)](#), and the [Serna- Homeownership Final Guidelines \(2024\)](#) implement the requirements of California Assembly Bill 434 (AB 434) (Chapter 192, Statutes of 2020). For the Homeownership activities of Serna, AB 434 requires the Department to:

- Make those funds available at the same time it makes funds available under the CalHome Program,
- Rate and rank applications in a manner consistent with the CalHome Program, except that the Department may establish additional point categories for the

purposes of rating and ranking applications that seek funding under Serna in addition to those used in the CalHome Program,

- Administer those funds in a manner consistent with the CalHome Program

Attention Tribal Entities

- The 2024 HOSN does not include a funding set-aside for Tribal Entities. Instead, Tribal Entities are encouraged to apply for CalHome funds via the Tribal CalHome NOFA of approximately \$18 million, which is being released simultaneously with this Homeownership Super NOFA (HOSN).
- The requirements set forth in NOFAs are subject to AB 1010 (Stats.2019, c. 660), which is set forth in HSC section 50406, subdivision (p). Accordingly, and pursuant to HSC section 50406, subdivision (p), (a) where the provisions of tribal law, tribal governance, tribal charter, or difference in Tribal Entity or legal structure would cause a violation or not satisfy the requirements of state financing being provided by the Department, said requirements may be modified as necessary to ensure program compatibility; and (b) where provisions of tribal law, tribal governance, tribal charter, or difference in Tribal Entity legal structure or agency create minor inconsistencies (as determined by the Director of the Department or a duly authorized designee thereof) with the requirements of state financing being provided by the Department, the Department may waive said requirements, as deemed necessary, to avoid an unnecessary administrative burden. Matters set forth or otherwise provided for in the requirements of state financing being provided by the Department that may be modified or waived include, without limitation, threshold requirements and any other matters set forth in HSC section 50406, subdivision (p)(2). AB 1010 may waive or modify state financing statutory requirements under Division 31 of the Health and Safety Code subject to the limitations of applicable law including the California Constitution and AB 1010. Any requests to waive or modify such statutory requirements will be considered by the Department on a case-by-case basis.
- ***Please note that AB 1010 does not automatically operate to obviate, or otherwise modify, any provision(s) of these Guidelines.*** To the extent that a Tribal Entity applicant believes that AB 1010 is applicable to such Tribal Entity, their Application, the Project to which their Application relates, or any number of them, it is recommended that such Tribal Entity applicant submit an ***AB 1010 waiver request*** to the Department ***before applications are due*** under the applicable NOFA to ensure that the Department has adequate time to review such waiver request and render a decision granting, or rejecting, the request.

C. Timeline

HOSN Release	December 12, 2024
Application Release	December 13, 2024
Application Portal Opens	December 19, 2024
Application Due Date	March 13, 2025, 4:00 PM
Award Announcement	June/July 2025

D. Authorizing Legislation and Regulations

Applications submitted under this HOSN are subject to the applicable Program Guidelines, all applicable statutory requirements, and this HOSN. Section references in this HOSN refer to applicable Program Guidelines unless otherwise noted. Capitalized terms in this HOSN are either defined herein or in Appendix A of the applicable Program Guidelines.

The administration of the CalHome and Serna Programs are governed by the applicable Program Guidelines that implement, interpret, or make specific the following laws:

- The CalHome Program was established by Chapter 6, commencing with § 50650) of Part 2 of Division 31 of the California Health & Safety Code (“HSC”).
- The Serna Program was established by Chapter 3.2 (commencing with § 50515.2) of Part 2 of Division 31 of the HSC. The Serna Guidelines referenced in this HOSN apply only to the Homeownership elements of Serna. Rental housing development activities are governed under a separate set of [Program Guidelines](#).
- Building Homes and Jobs Act (Sen. Bill No. 2 (2017-2018 Reg. Sess.) § 1).
- Veterans and Affordable Housing Bond Act of 2018 (Sen. Bill No. 3 (2017-2018 Reg. Sess.) § 1) ^(CDB) which was adopted by voters on November 6, 2018, as Proposition 1, provided funding for the CalHome and Serna Programs and authorized the Department to administer the Programs through the Guidelines. These Guidelines were explicitly exempt from the requirements of the Administrative Procedures Act (Chapter 3.5)

This HOSN will be governed by the [Calhome Final Guidelines \(2024\)](#) and the [Serna Homeownership Program Final Guidelines \(2024\)](#). Applications must be completed pursuant to the applicable Guidelines requirements. References in this HOSN to a specific section of guidelines without specifying CalHome or Serna (e.g., “Guidelines §X00”) means that the specific guideline referenced is the same in both programs.

II. **Program Requirements**

The following is provided as a summary only. Applicants should refer to the CalHome and Serna Homeownership Program Guidelines, as applicable, for a comprehensive discussion of the requirements that are relevant to their proposed Projects. A Project is not eligible for an Award unless it meets all the threshold requirements of the applicable program. Please review the individual Program Guidelines of each Program for complete information.

Further, Applicants must achieve a minimum point score of 55 points in Base Scoring Criteria to be considered for a funding Award.

A. Eligible Sponsor/Applicant

An Applicant is the entity or entities applying to the Department for the Program funding. Such entity or entities may also be the Sponsor. If receiving an Award of funds, the Applicant will be referred to as the “Recipient” in the Department’s legal documents relative to an Award of a Grant, or as the “Sponsor” in the Department’s legal documents relative to an Award of a Loan.

All Applicants must meet the requirements of the following sections of the relevant Program Guidelines:

1. [CalHome](#)

§200 Eligible Applicants

§400.1 Eligible Applicant (Homeownership Development Project Loan)

§401.1 Eligible Applicant (Self-Help Technical Assistance Grant Program)

§402.1 Eligible Applicant (Mortgage Assistance Grant Program)

§403.1 Eligible Applicant (Owner-Occupied Rehabilitation Grant Program)

§404.1 Eligible Applicant (Shared Housing Program)

§405.1 Eligible Applicant (ADU/JADU Program)

2. [Serna](#)

§200 Eligible Applicant

§400.1 Eligible Applicant (Homeownership Development Project Loan)

§401.1 Eligible Applicant (Self-Help Technical Assistance Grant Program)

§402.1 Eligible Applicant (Mortgage Assistance Grant Program)

§403.1 Eligible Applicant (Owner-Occupied Rehabilitation Grant Program)

§404.1 Eligible Applicant (Acquisition of Manufactured Housing Grant Program)

Please note, Applicants that were previously awarded CalHome or Serna Homeownership funds must submit all outstanding reports from the past two years to the Department by the application due date. Failure to submit the reports by the application due date will result in the Applicant being ineligible for a CalHome or Serna Homeownership Award under this HOSN (Guidelines §200(c)(1)).

Applicants may email: CalHomeReports@hcd.ca.gov for CalHome or SernaSfSGM@hcd.ca.gov for Serna Homeownership to obtain status on previous reports.

B. Eligible Use of Funds

1. The Department is making CalHome and Serna funds available for the following activities:
 - a. Homeownership Development Project Loans (Guidelines §400) for conditional Awards of development Loans to the Applicants to be used as specified in §400.2 of the Guidelines.
 - i. Homeownership Development Projects must have a minimum of five units.
 - ii. The estimated sales price of the homes to be constructed (Maximum Sales Price) shall not exceed 150 percent of the highest local median sales price of a single-family home during the past six months. Recipients may use the median sales price, by county, posted at the [California Association of Realtors website](#). However, if prices have significantly changed or local median sales prices by county do not accurately reflect actual local sales prices, Recipients may request Department approval to use different limits based on a local calculation of median values.

Note: Proposed projects are ineligible to receive funds if construction work has begun or will begin prior to the application due date. Construction work includes grading, site preparation (with the exception of demolition or clearing properties), or site improvements intended for public dedication (Guidelines §201).

- b. Technical Assistance for Self-Help Housing Projects (Guidelines §401) in which the Applicant organization will be providing the services required in Guidelines §401.3.
 - i. Homebuyer Education (Guidelines §401.2(b)) will be reimbursed in the form of a Grant from the Department to the Recipient in an amount not to exceed \$250 per assisted unit.

- c. First-Time Homebuyer Mortgage Assistance (including the purchase of homes with ADUs or JADUs) (commencing with Guidelines §402) for Loans to Eligible Households as defined in Guidelines §203.
- i. Homebuyer Education (Guidelines §402.2) will be reimbursed in the form of a Grant from the Department to the Recipient in an amount not to exceed \$250 per assisted unit.
 - ii. Maximum appraised home values at time of purchase or upon completion of acquisition/Rehabilitation work (Maximum Sales Price/Value Limit) shall not exceed the highest local median sales price of a single-family home during the past six months. Recipients may use the median sales price, by county, posted at the [California Association of Realtors website](#). However, if prices have significantly changed or local median sales prices by county do not accurately reflect actual local sales prices, Recipients may request Department approval to use different limits based on a local calculation of median values.
 - iii. Financial assistance provided to qualified individual homeowners for Mortgage Assistance shall be in the form of deferred payment Loans, repayable upon the sale or transfer of the homes, when the home ceases to be Owner-Occupied, or upon the Loan maturity date, whichever occurs first (HSC § 50650.3 (c)(1)). The Loan shall be up to a 30-year term with the following exception: when USDA, Rural Housing Service (RHS) 502 Mortgage Loans are in first lien position the term shall be the term of the 502 Mortgage (Guidelines §301). The interest rate is set by the Recipient at up to 3 percent simple interest per annum (Guidelines §301(d)). Borrowers shall occupy units as their principal place of residence for the term of the Loan (Guidelines §203(d)). If the Borrower will occupy an ADU or JADU, then residents of the single-family residence shall not be considered as part of the Household receiving program funding (Guidelines §203). Recipients shall comply with the Homeowner/Homebuyer Loan-to-Value Limits for Mortgage Assistance program Loans defined in Guidelines §302.
- d. Owner-Occupied Rehabilitation Assistance (including repair, full reconstruction, or the addition of an ADU or JADU) (Guidelines §403) for Loans to Eligible Households as defined in Guidelines §203.
- i. All assisted units shall have After-Rehabilitation Values (Value Limits) at or below 150 percent of the highest local median sales price of a single-family home during the past six months. For properties where funds were used to add an ADU or JADU, the After-Rehabilitation Value (Value Limit) shall be at or below 150 percent of the highest local median sales price of a single-family home with an ADU or JADU during the past six months. Recipients may use the median sales price, by county, posted at the [California Association of Realtors website](#). However, if prices have significantly changed or local median sales prices by county do not accurately reflect actual local sales prices, Recipients may request

Department approval to use different limits based on a local calculation of median values.

- ii. Manufactured Housing is also eligible, including replacement of a Manufactured Home not on a permanent foundation in the case where it has been determined by the Recipient it is infeasible to rehabilitate the home, whether located in a Mobilehome Park or elsewhere (Guidelines §403.2).
- iii. Financial assistance provided to qualified individual homeowners for Owner- Occupied Rehabilitation shall be in the form of deferred payment Loans, repayable upon the sale or transfer of the homes, when the home ceases to be Owner-Occupied, or upon the Loan maturity date, whichever occurs first (HSC §50650.3(c)(1)). The Loan shall be up to a 30-year term (Guidelines §301). The interest rate is set by the Recipient up to 3 percent simple interest per annum (Guidelines §301). Borrowers must occupy units as their principal place of residence for the term of the Loan (Guidelines §203). If the Borrower will occupy an ADU or JADU, then residents of the single-family residence shall not be considered as part of the Household receiving funding (Guidelines §203).
- iv. Recipients shall comply with the Homeowner/Homebuyer loan-to-value limits for Owner-Occupied Rehabilitation program Loans defined in Guidelines §302.
- v. Financial assistance provided to individual Households to rehabilitate, repair, or replace Manufactured Housing located in a Mobilehome Park and not permanently affixed to a foundation shall be in the form of a secured forgivable Loan, which shall also be made in a manner consistent with the Guidelines and applicable Statutes (HSC §50650.3(c) and Guidelines §403.2). The Loan shall be due and payable in 20 years, with 10 percent of the original principal to be forgiven annually for each additional year beyond the 10th year that the home is owned and continuously occupied by the Borrower (HSC §50650.3 (c)). Pursuant to HSC §50650.3(c), not more than 10 percent of the funds available in a given fiscal year shall be used for financial assistance in the form of secured forgivable Loans. If Tribal Entities intend for lands located in Indian Country, or other real property held in fee by such Tribal Entities, to be considered a Mobilehome Park for the purposes of this section, such tribal lands or real property must satisfy the legal and programmatic requirements of a Mobilehome Park per [H.S.C. §18214](#). Tribal Entity applicants can submit their application with this information to the Department and it will be evaluated on an individual basis. It is recommended Tribal Entity applicants submit an AB 1010 waiver request before applications are due under the applicable NOFA to ensure said lands can be considered a Mobilehome Park.

2. The Department is also making CalHome funds available for the following additional activities:

- a. Technical Assistance for Shared Housing Programs (Guidelines §404) to operators of Shared Housing Programs that will directly provide match

services where the providers are homeowners who occupy their homes as their principal place of residence.

- b. ADU/JADU Programs (Guidelines §405) for Loans for ADU/JADU construction, reconstruction, repair, or Rehabilitation to Eligible Households as defined in Guidelines §203.
3. The Department is also making Serna funds available for the following activity, as set forth in Guidelines §404:
 - a. Acquisition of Manufactured Housing as part of a local Program to address and remedy the impacts of current and potential displacement of low-income farmworker families from existing labor camps, Mobilehome Parks, or other housing.
 - i. All Manufactured Homes acquired through the Program must be Owner- Occupied by a low-income Agricultural Worker Household (Guidelines§ 404.4(a)).
 - ii. Financial assistance provided to individual Households for Manufactured Housing located in a Mobilehome Park and not permanently affixed to a foundation shall be in the form of a secured forgivable Loan. The Loan shall be due and payable in 20 years, with 10 percent of the original principal to be forgiven annually for each additional year beyond the 10th year that the home is owned and continuously occupied by the Borrower.

C. Program Funding Amounts, Terms, and Limits

1. Minimum and Maximum Application Amounts.
 - a. The minimum total application amount is \$1,000,000.
 - i. If an Applicant is applying for more than one activity, the minimum application amount *per activity* is \$500,000 (except if the activity is Technical Assistance for Self-Help Housing Projects or CalHome Technical Assistance for Shared Housing Programs, in which case the minimum application amount is \$100,000).
 - ii. If an Applicant is applying for any funding target (e.g., Mobilehome or Manufactured Home assistance, rural), the minimum application amount for that funding target is also \$500,000.
 - b. The maximum application amount for a project (a Homeownership Development Project Loan with or without Technical Assistance for Self-Help Housing Projects) is \$10 million.
 - i. The maximum application amount for one or more programs (any activity

other than a Homeownership Development Project Loan is considered a program) is \$5 million.

- ii. If applying only for Technical Assistance for Self-Help Housing Projects, the maximum application amount is \$500,000. If applying only for CalHome Technical Assistance for Shared Housing Programs, the maximum application amount is \$300,000.

2. Minimum and Maximum Per-Unit Funding Limits

- a. CalHome and Serna Grant Activities: For the purposes of this HOSN, the minimum and maximum amount of funding to individual Borrowers will be:

- i. Mortgage Assistance

The maximum Loan amount by an Award recipient to an eligible Borrower will be 40 percent of the Borrower's purchase price for the property or \$200,000, whichever is lower. The minimum Loan to a Borrower will be not less than \$1,000.

For Mortgage Assistance provided as part of a Homeownership Development Project Loan, the maximum Loan amount by an Award recipient to an eligible Borrower will be 40 percent of the Borrower's purchase price for the property or \$250,000, whichever is lower. The minimum Loan to a Borrower will be not less than \$1,000.

- ii. Owner-Occupied Rehabilitation Assistance

The maximum Loan amount by an Award recipient to an eligible Borrower will be \$200,000 unless the home is in need of reconstruction. If the home is in need of reconstruction, the maximum Loan amount will be \$250,000. The maximum Loan amount for additional or full reconstruction of an ADU will be \$250,000. The maximum Loan amount for rehabilitation of a Manufactured Home not on a permanent foundation, or for replacement of a Manufactured Home not on a permanent foundation in the case where it has been determined by the Recipient it is infeasible to rehabilitate the home, will be \$150,000. The minimum Loan to a Borrower will be not less than \$1,000.

- iii. CalHome ADU/JADU Assistance

The maximum Loan amount by an Award recipient to an eligible Borrower for ADU/JADU construction will be \$250,000. The minimum Loan to a Borrower will be not less than \$1,000.

- iv. Serna Acquisition of Manufactured Housing

The maximum Loan or Grant amount by an Award recipient to an eligible Agricultural Worker Household will be 100 percent of the purchase price for the Manufactured Home, up to a maximum of \$150,000. The minimum Loan or Grant will be not less than \$1,000.

- b. CalHome and Serna Loan Activities: for the purposes of this HOSN, the minimum and maximum amount of funding will be:

- i. Homeownership Project Development

The maximum per-unit Loan amount for Homeownership Development Project Loans will be \$250,000.

If an Applicant is applying to fund a Homeownership Development Project with a Self-Help Housing Project, the Applicant may additionally apply for Technical Assistance of \$20,000 per-unit on top of the application amount requested for a Homeownership Development Project.

- c. Technical Assistance Funding Limits: The minimum Technical Assistance Grant to a Recipient will be not less than \$1,000. For the purposes of this HOSN, the maximum Grant per-unit will be:

- i. CalHome and Serna Technical Assistance for Self-Help Housing Projects

The maximum per-unit Grant amount will be \$20,000. All expenses shall be documented.

- ii. CalHome Technical Assistance for Shared Housing Programs

The maximum activity amount for Shared Housing Programs is established in § (c)(1) of this NOFA.

- d. Use of both CalHome and Serna funds on the same Project or Program is permitted, subject to the following limitations:

- i. Any given Assisted Unit must only be funded from one Program, CalHome or Serna.
 - ii. Any given Assisted Unit must be assisted by funds from only one Project or Program (for example, repair of an ADU - the unit can be assisted with funds from a CalHome Owner-Occupied Rehabilitation program or a CalHome ADU/JADU program, but not both.)

- iii. Each Applicant is limited to no more than \$10 million in total HOSN *Homeownership Development Project Loans*. Note: If the Applicant is an Administrative Subcontractor for or part of a Limited Liability Company, or Limited Partnership with a Tribal Entity on one or more applications, those applications will not count against the \$10 million per-Applicant limit.
- iv. Each Applicant is limited to no more than \$5 million in total HOSN program Grants.
- v. Each Applicant is limited to no more than \$10 million in total HOSN funds (including applications for Homeownership Development Project Loans and applications for program, Grants).
- vi. The per-Applicant HOSN Award cap is not applicable beyond an individual HOSN competition – it is not a cumulative per-Applicant cap across other Department NOFA funding opportunities.
- vii. The Department will not award funding from CalHome or Serna to a Unit that previously received funding from the same program funding source. For example, the Department will not provide CalHome funding under this HOSN to Units that were awarded CalHome funding in a prior CalHome funding round.

D. Funding Targets and Geographic Distribution of Funds

1. Funding Targets

To promote equitable distribution of Program funds, to the extent eligible applications are available to fund, this HOSN shall have the following targets listed below:

- a. Mobilehome or Manufactured Home Assistance: To the extent there are eligible applications, the Department shall target \$27 million of the available \$143.1 million in CalHome funds as Awards for Mobilehome or Manufactured Home assistance. To the extent there is insufficient demand of eligible applications to make \$27 million in Awards, any remaining funds will be applied to the general pool of Applicants.
- b. Community-Based Developer: To the extent that there are eligible applications, the Department shall target 15 percent of HOSN funds (i.e., \$26.5 million) to Community-Based Developers applying for a Homeownership Development Project Loan and/or a Self-Help Technical Assistance Grant. This shall include 15 percent of the total CalHome funds available under the HOSN (i.e., \$21.5 million) and 15 percent of the total Serna funds available under the HOSN (i.e., \$5 million).

Capability points (maximum 40 points) will not be considered in the ranking of the Community-Based Developer funding target; however, the capability point category will be applicable if an application is unsuccessful in the Community-Based Developer funding target and is then ranked with the remaining unfunded applications.

2. Geographic Distribution of Funds

The HOSN shall have geographic targets of up to 46 percent of available funds for Southern California, up to 24 percent for Northern California, and up to 20 percent for rural jurisdictions. Ten percent shall not be subject to a specific geographic distribution. In its sole discretion, HCD may determine the geographic distribution targets have been met based either on individual Program funding components or on the amount of total funds awarded under this NOFA.

For the purpose of geographic distribution:

- Targets are based on the percent of Low-Income renters in California, based on the HUD-released data from the American Community Survey (ACS) for the 2017-2021 period.
- "Rural" is defined to be consistent with the definition used by the TCAC for the tax credit program. A list of Rural areas, as well as the methodology to determine Rural or non-rural status, can be found on TCAC's website or by clicking this link: <https://www.treasurer.ca.gov/ctcac/2022/rural-status.pdf>.

Northern	Non-rural areas of the following counties: Alameda, Butte, Contra Costa, El Dorado, Fresno, Kings, Madera, Marin, Merced, Monterey, Napa, Placer, Sacramento, San Benito, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Shasta, Solano, Sonoma, Stanislaus, Sutter, Tulare, Yolo, Yuba
Southern	Non-rural areas of the following counties: Imperial, Kern, Los Angeles, Orange, Riverside, San Bernardino, San Diego, San Luis Obispo, Santa Barbara, Ventura
Rural	Rural areas as defined by statute, including but not limited to the following 100 percent rural counties: Alpine, Amador, Calaveras, Colusa, Del Norte, Glenn, Humboldt, Inyo, Lake, Lassen, Mariposa, Mendocino, Modoc, Mono, Nevada, Plumas, Sierra, Siskiyou, Tehama, Trinity, Tuolumne

B. Threshold Requirements

1. Site Control: For Homeownership Development Project Loans, Recipients shall

comply with the Site Control requirements listed in Guidelines §400.3

2. Minimum Point Score: Applicants must achieve a minimum point score of 55 points in the Base Evaluation Criteria in Section IV of this HOSN to be considered for a funding Award.
3. Other Threshold Requirements: A Project is not eligible for an Award unless it meets all the threshold requirements of the relevant Program (CalHome or Serna). Please review the individual Program Guidelines for each Program for complete information.

Below is a summary of some of the key threshold requirements and is not to be considered a complete representation of the entirety of the threshold, or other requirements, terms, and conditions for CalHome and Serna.

a. CalHome and Serna Guidelines Section §208 Threshold Requirements

The following are highlights of CalHome and Serna threshold requirements:

- i. A Local Public Entity that is not a Tribal Entity shall only be eligible to apply for an Award of program funds for a Local Program or project located within its jurisdictional boundaries. A Tribal Entity shall be eligible to apply for an award of CalHome program funds for a Local Program or project located anywhere within the State of California.
- ii. A Nonprofit Corporation or Tribally Designated Housing Entity shall only be eligible to apply for an Award of program funds for a program or project if it has developed a project or operated a housing program in California within the past two years or if the Nonprofit Corporation or Tribally Designated Housing Entity has an existing 523 Self-Help Technical Assistance Grant Agreement with the United States Department of Agriculture (USDA).

b. Serna Guidelines §208: Threshold Requirements

All Serna threshold requirements shall be satisfied. The following are highlights of Serna threshold requirements:

- i. All Unis assisted with program funds must serve Lower-Income Agricultural Households.

C. Rating and Ranking

1. All applications will be evaluated on the Base Evaluation Criteria included in Section IV(A) of this HOSN. Applications for Serna funding will also be scored on the additional Serna Criteria included in Section IV(B). All applications meeting the threshold requirements of the applicable Program and achieving a minimum point score of 55 points in Base Evaluation Criteria will be considered for funding pursuant to the process described below:

- a. CalHome and Serna applications will be ranked separately since the additional evaluation criteria used for Serna applications means those applications have a higher possible maximum score.
- b. Funding targets will be applied in the following order: 1) Community-Based Developers, 2) Mobilehome or Manufactured Home assistance and finally 3) geographic. All applications awarded under the Mobilehome or Manufactured Home assistance will also count towards meeting the applicable regional targets. If a concentration of Awards in any geographic area would make it impossible for the Department to meet the geographic funding targets established in this HOSN, the Department may skip to lower-scoring applications in other geographic areas.
 - i. Applications that include some activities that are eligible for a funding target and some that are not eligible for a funding target, or include activities in multiple geographic regions, will be separated out into multiple applications for the purposes of rating and ranking. For example, if an Applicant applies for \$1 million for Owner- Occupied Rehabilitation funds targeted to Mobilehome or Manufactured Home assistance and \$2 million for Owner-Occupied Rehabilitation funds not targeted to Mobilehome or Manufactured Home assistance, the \$1 million request will be scored separately from the \$2 million request and only the \$1 million request will be considered in the Mobilehome or Manufactured Home assistance funding target.

Similarly, if an Applicant applies for \$500,000 in Mortgage Assistance program funds to be used in rural areas and \$2.5 million in Mortgage Assistance program funds to be used in non-rural areas in Southern California, the \$500,000 request will be scored separately from the \$2.5 million request. As such, it is possible that only the part of a given application that is eligible as part of a funding target or is in an undersubscribed geographic area will be awarded funds if the remainder of the application does not score high enough in the general ranking. Funding targets will only be awarded to the extent that eligible applications (those meeting all threshold requirements including minimum point score) exist. If the Department receives fewer eligible applications than funding available, any unawarded funds within the funding targets may be used to fund remaining eligible applications based on ranked score.

- ii. CalHome funding targets for Community-Based Developers, and Mobilehome or Manufactured Home assistance: Beginning with the top-ranked CalHome applications (according to the Base Evaluation Criteria, including tiebreakers as applicable) eligible for the funding target, the highest scoring applications will be “fully funded” (provided all applicable threshold, minimum point score, and other eligibility criteria are met).

“Fully funded” means these applications will receive an Award of all requested Program funds, subject to applicable limits. Applicable limits that could result in Department Awards below requested levels include but are not limited to: maximum allowable funding limits (per unit, per project and per Applicant) and available funding in the Homeownership HOSN. Applicants that are eligible can compete in multiple funding targets if unsuccessful in one due to oversubscription. CalHome applications funded through the Community- Based Developer and Mobilehome or Manufactured Home assistance funding target are accounted for in the geographic percentage targets.

iii. Serna funding target for Community-Based Developers will begin with the top-ranked Serna applications (according to the Base Evaluation Criteria, including tiebreakers as applicable) eligible for the Community-Based Developers funding target, the highest scoring applications will be “fully funded” (provided all applicable threshold, minimum point score, and other eligibility criteria are met). “Fully funded” means these applications will receive an Award of all requested Program funds, subject to applicable limits. Applicable limits that could result in Department Awards below requested levels include but are not limited to: maximum allowable funding limits (per unit, per project and per Applicant) and available funding in the Homeownership HOSN. Serna applications funded through the Community-Based Developer funding target are accounted for in the geographic percentage targets.

Once all funding targets are met to the extent possible, the highest-ranking remaining Serna applications will be fully funded until Serna funds are exhausted. However, if a concentration of Serna Awards in any geographic area would make it impossible for the Department to meet the geographic funding targets established in this HOSN, the Department may skip to lower-scoring Serna applications in other geographic areas.

iv. If the last-ranked Serna application requests more Serna funds than remain, that Project will, conditioned upon the availability of additional funding, receive an augmentation of Serna funds, and be fully funded.

v. Finally, the highest-ranking CalHome applications will be fully funded until CalHome funds are exhausted. However, if a concentration of CalHome Awards in any geographic area would make it impossible for the Department to meet the geographic funding targets established in this HOSN, the Department may skip to lower-scoring CalHome applications in other geographic areas.

vi. If the last-ranked CalHome application requests more CalHome funds than remain, that Project will, conditioned upon the availability of additional funding, receive an augmentation of CalHome funds and be fully funded.

D. Negative Points and Disencumbrance of Awards

1. The Department's Negative Points Policy ([Administrative Notice Number 2022-01](#)), published on the Department's website, is hereby incorporated by this reference to the HOSN as if set forth in full herein, and shall apply with equal force as all other provisions set forth herein. If the Applicant is subject to a negative points assessment based on the criteria outlined in the Department's Negative Points Policy, or is determined to be ineligible for funding, the Department shall notify the Applicant in writing in the initial point score letter.
2. Funds awarded under this HOSN may be disencumbered by the Department as set forth in §603 of the Guidelines.

III. Application Submission and Review Procedures

A. Application Submission Process

Application materials must be submitted electronically via the application portal. The portal link, and requirements for submitting the HOSN application and required supporting documentation including for Applicants seeking funding under the Community-Based Developer target, can be found on the Department's [Homeownership Super NOFA \(HOSN\) website](#). Please name each supporting document with the name of the document. For example, when uploading a CalHome Loan Servicing Plan, name the document "CalHome Loan Servicing Plan." The application instructions and submittal portal will be available beginning December 13, 2024.

Applicants must upload and submit all application materials to the application portal no later than 4:00 p.m. Pacific Time on Thursday, March 13, 2025. Applications that do not meet the filing deadline will not be eligible for funding. Applications must be on HCD's forms and cannot be altered or modified by the Applicant. It is the Applicant's responsibility to ensure the application is clear, complete, and accurate. Excel forms must be submitted in Excel format, not a PDF document.

B. Application Workshops

The Department will conduct a recorded webinar application workshop for the Homeownership HOSN. Please go to the [Homeownership Super NOFA \(HOSN\) website](#) for the dates and locations and to register.

C. Disclosure of Application

Information provided in the application will become a public record available for review by the public, pursuant to the California Public Records Act (Chapter 1473,

Statutes of 1968). As such, any materials provided will be disclosable to any person making a request under this Act. The Department cautions Applicants to use discretion in providing information not specifically requested, including but not limited to, bank account numbers, personal phone numbers and home addresses. By providing this information to the Department, the Applicant is waiving any claim of confidentiality and consents to the disclosure of submitted material upon request.

IV. Evaluation Criteria

A. Base Criteria

Each CalHome and Serna application considered for funding shall be rated using the following criteria and maximum possible rating points:

Criteria	Maximum Points
Capability to operate the proposed program, administer and conduct the Self-Help Technical Assistance Project, or develop the type of Homeownership Project proposed in the application	
Number of units or projects assisted within the last four years: - For Mortgage Assistance, Owner-Occupied Rehabilitation, CalHome ADU/JADU, and Serna Acquisition of Manufactured Housing Programs: 2 – 5 units ~ 20 points 6 – 10 units ~ 30 points 11 or more units ~ 40 points - For Technical Assistance for Self-Help Housing Projects: 2 – 10 units ~ 20 points 11 – 20 units ~ 30 points 21 or more units ~ 40 points - For CalHome Technical Assistance for Shared Housing Programs: 2 units ~ 20 points 3 – 4 units ~ 30 points 5 or more units ~ 40 points - For Homeownership Development Project Loans: 2 projects ~ 20 points 3 – 4 projects ~ 30 points 5 or more projects ~ 40 points	40

Community Need in a geographic area for the proposed Local Program or project will be based on the following factors:	
For Mortgage Assistance Programs, Technical Assistance for Self-Help Housing Projects, CalHome Technical Assistance for Shared Housing Programs, CalHome ADU/JADU Programs, Serna Acquisition of Manufactured Housing Programs, and Homeownership Development Project Loans: • Housing affordability in the geographic area: The ratio of the current median sales price of a single-family home to the AMI for a four-person Household in the county in which the program or project is located. The current median sales price is the most recent available from the California Association of Realtors as of the NOFA date, and the AMI is updated on an annual basis by the Department; • Percent of renter Households that are low income: The percent of Households in renter-occupied housing with incomes below 80 percent of AMI, as reported in the most recent HUD Comprehensive Housing Affordability Strategy U.S. Census Bureau American Community Survey (HUD CHAS) data; • Percent of renter Households occupying overcrowded housing: The percent of renter-occupied housing units with more than 1.5 occupants per room, as reported in the most recent HUD CHAS data; and • Rental vacancy rate: The percent of rental housing units that are currently vacant, as reported in the most recent HUD CHAS data. For Owner-Occupied Rehabilitation Programs: • Percent of homeowner Households that are in poverty: The percent of families in Owner-Occupied housing with incomes below the federal poverty line, as reported in the most recent American Community Survey (ACS) data; and • Percent of homeowner Households that are low income: The percent of Households in Owner-Occupied housing with incomes below 80 percent of AMI, as reported in the most recent HUD CHAS data.	15
Feasibility in a geographic area for the proposed Local Program or project will be based on the following factors:	
For Mortgage Assistance Programs:	15

• Affordability of Homeownership relative to renting: The ratio of median Monthly Housing Costs for Owner- Occupied housing units with a Mortgage to median Monthly Housing Costs for renter-occupied housing units, as reported in the most recent ACS data; • Availability of homes for sale relative to the proposed lending activity: The ratio of the following: ○ The number of home sales in the most recent previous 12-month period for which data is available priced below the current median sales price of a single-family home in the county in which the program is located; ○ The number of Loans that the Applicant expects to provide in the program. For Owner-Occupied Rehabilitation Programs and CalHome ADU/JADU Programs: • Age of the housing stock: The percent of Owner- Occupied housing units over 30 years old, as reported in the most recent ACS data; and • Percent of homeowner Households occupying overcrowded housing: The percent of Owner-Occupied housing units with more than 1.5 occupants per room, as reported in the most recent HUD CHAS data. For CalHome Technical Assistance for Shared Housing Programs: • Incidence of severe cost burden for low-income renters: The percent of Households in renter-occupied housing units spending 50 percent or more of income on housing expenses, as reported in the most recent HUD CHAS data; and • Rental vacancy rate: The percent of rental housing units that are currently vacant, as reported in the most recent HUD CHAS data For Serna Acquisition of Manufactured Housing Programs: • All applications for this activity will receive 10 points for feasibility because the likelihood that they will acquire Manufactured Homes is absolute. • Applicants who can demonstrate that they have site control over land zoned appropriately on which to place all of the acquired Manufactured Homes for which they are applying for funding will receive the full 15 points. For Technical Assistance for Self-Help Housing Programs, Homeownership Development Project Loans, Mortgage Assistance	
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Programs for housing newly constructed by the Applicant using funds other than CalHome or Serna funds for sale to first-time homebuyers, and Mortgage Assistance Programs for housing newly acquired and substantially rehabilitated by the Applicant using funds other than CalHome or Serna funds for sale to first-time homebuyers: • These programs and projects receive full points for feasibility. Since these programs and projects create new affordable housing units, the likelihood that they will successfully and feasibly provide affordable homes to low-income households is absolute.	
Contributes to Community Revitalization	
A Program or Project receive points if all Units to be assisted with Program funds are, or will be, located within at least one of the following: ▪Federal Promise Zone, ▪Choice Neighborhood Initiative Area, ▪Opportunity Zone, ▪Federally designated Justice40 Initiative disadvantaged community ▪High- or Highest-Resource Area on TCAC Opportunity Area Map	10
Volunteer Labor, Self-Help Labor, or Youth Construction Skills Training	
Applicants applying for Homeownership Development Project Loans or Self-Help Technical Assistance Homeownership Projects, or a Mortgage Assistance Program for housing newly constructed by the Applicant using funds other than CalHome or Serna funds, or for housing newly acquired and substantially rehabilitated by the Applicant using funds other than CalHome, or Serna funds for sale to first-time homebuyers, will receive 5 points if: • The Applicant utilizes Volunteer Labor or Self-Help Construction labor, where a minimum of five hundred (500) hours of on-site construction labor per assisted unit is provided; or • The Applicant utilizes labor provided by youth participating in a construction skills training program, where a minimum of five hundred (500) hours of on-site construction labor per assisted unit is provided. The five hundred (500) hours of construction training labor shall be provided by the 16- to 24-year-old program participants.	5
Increases Affordable Housing Supply	

Applicants applying for any of the following activities will receive 3 points for supporting the state policy goal of increasing the supply of affordable housing: • Homeownership Development Project Loans • Mortgage Assistance Programs for housing newly constructed by the Applicant using funds other than CalHome or Serna funds, or for housing newly acquired and substantially rehabilitated by the Applicant using funds other than CalHome or Serna funds for sale to first-time homebuyers • Self-Help Technical Assistance Homeownership Projects • CalHome ADU/JADU Programs • Serna Acquisition of Manufactured Housing Programs. An additional two points will be awarded to applications receiving 3 points as outlined above where the Applicant can demonstrate the new development will be located on an infill site as defined in Health and Safety Code Section 53559(d)(3)(B). Applicants must provide a detailed map, including cross streets, showing exactly where the infill site is located.	5
Number of Prospective Households Served	
For all activities, the score shall be: ▪ 1-10 prospective households ~ <i>1 point</i> ▪ 11-14 prospective households ~ <i>2 points</i> ▪ 15-19 prospective households ~ <i>3 points</i> ▪ 20-24 prospective households ~ <i>4 points</i> ▪ 25 or more prospective households ~ <i>5 points</i> For Technical Assistance for Self-Help Housing Programs, Homeownership Development Project Loans, Mortgage Assistance Programs for housing newly constructed by the Applicant using funds other than CalHome or Serna funds for sale to first-time homebuyers, and Mortgage Assistance Programs for housing newly acquired and substantially rehabilitated by the Applicant using funds other than CalHome or Serna funds for sale to first-time homebuyers: • The number of prospective households served will be equal to the number of housing units assisted. For Mortgage Assistance Programs, Owner-Occupied Rehabilitation Programs, CalHome ADU/JADU Programs, and Serna Acquisition of Manufactured Housing Programs: • The number of prospective households served will be equal	5

to the total program funds requested (not including Homebuyer Education funds or administrative costs) divided by the maximum allowable loan amount for the activity. There is no way to know in advance how large of a loan each assisted household will need; assuming the maximum allowable loan amount allows for a fair comparison. For CalHome Technical Assistance for Shared Housing Programs: The number of prospective households served will be equal to the total program funds requested divided by \$3,000.	
Prohousing Designation	
Points will be awarded to Projects or Programs that are located in jurisdictions that have received a Prohousing Designation or that have applied for a Prohousing Designation by the application due date and are certified by the Department within 45 days after the application due date.	5
Maximum Total Points	100

B. Serna Specific Criteria

Applications for Serna funding will also be evaluated on the following additional factors:

Serna Program Criteria	Maximum Points
Farmworker Need	
Points will be awarded based on the number of Office of Migrant Services (OMS) Migrant Family Housing Centers in the geographic area for the proposed Local Program or project, as identified in the Department's OMS Program Directory: 1 OMS Center ~ <i>10 points</i> 2 OMS Centers ~ <i>20 points</i> 3 or more OMS Centers ~ <i>30 points</i>	30

C. Tiebreaker

In the event of tied point scores, the following tiebreakers shall be used to determine the ranking, in the order listed:

1. The Community Need point score
2. The Capability point score
3. The Feasibility point score
4. The total number units to be assisted
5. The award amount requested most closely matches remaining funds available and fully expends available funds. The Applicant may receive a partial award.
6. Applicant has not received a CalHome or Serna Homeownership award in the

past three years

V. Appeals

A. Basis of Appeals

1. Applicants may appeal HCD's written determination that an application is incomplete, has failed threshold review, or has otherwise been determined to provide an insufficient basis for an award (including point scoring and tie breaker).
2. At the sole discretion of the Department, the Department's written determination may include a request for clarifying and/or corrective information. For purposes of this section, "clarifying information" includes information and/or documentation that resolves ambiguities in any application materials that will inform the Department's threshold, scoring and feasibility determinations.
3. No Applicant shall have the right to appeal a decision of HCD relating to another Applicant's application (e.g., eligibility, award).
4. Any request to appeal HCD's decision regarding an application shall be reviewed for compliance with the Guidelines and this HOSN. All decisions rendered shall be made by the Program Manager or his/her designee. The decision shall be final, binding, and conclusive, and shall constitute the final action of HCD.
5. The appeal process provided herein applies solely to the decision of the Department made pursuant to this HOSN.

B. Appeal Process and Deadlines

1. Process

To file an appeal, Applicants must submit to HCD, by the deadline set forth below, a written appeal which states all relevant facts, arguments, and evidence upon which the appeal is based. Furthermore, the Applicant must provide a detailed reference to the area or areas of the application that provide clarification and substantiation for the basis of the appeal. No new or additional information will be considered if this information would result in a competitive advantage to an Applicant. Once the written appeal is submitted to the Department, no further information or materials will be accepted or considered thereafter. Appeals are to be submitted to HCD at HOSN@hcd.ca.gov according to the deadline set forth in HCD review letters.

2. Filing Deadline

Appeals must be received by HCD no later than five business days from the date of HCD's threshold review, or initial score letters, representing HCD's decision made in response to the application.

C. Decision

Any request to appeal HCD's decision regarding an application shall be reviewed for compliance with the Guidelines and this NOFA. All decisions rendered shall be final, binding, and conclusive, and shall constitute the final action of HCD.

VI. Award Announcements and Contracts

A. Award Announcements

The Department will announce program awards on the [Homeownership Super NOFA \(HOSN\) website](#).

B. Contracts

Recipient(s) will enter into a Standard Agreement with the Department. The Standard Agreement will contain relevant state contracting and program requirements, specific information about the Award, the work to be performed, a project/program timeline, and any special conditions required to make the project feasible (Guidelines §600).

The Recipient(s) shall remain a party to the Standard Agreement for the agreement's entire term. The Standard Agreement allows a maximum of 36-months from the date the Standard Agreement is fully executed by all parties to expend funds, except for Homeownership Project Developments which are allowed a maximum of 60 months (Guidelines §603).

The Department may exercise its reasonable discretion to disencumber funds or to grant an extension of time for completion (Guidelines §603). Any extensions are subject to any and all applicable encumbrances, deadlines, and limitations, including, but not limited to, HSC §54006(g). Documentation to support the Recipient's expenditure of funds shall be received prior to the contract expiration date. The Standard Agreement expires at the end of 42 months from the date the Standard Agreement is fully executed by all parties (or 66 months for Homeownership Project Developments), unless extended. Recipients remain subject to the terms of the 20-year Monitoring Agreement (Guidelines §600).

VII. Other State Requirements

The Recipient agrees to comply with all applicable state and federal laws, rules, Guidelines, and regulations that pertain to health and safety, labor, fair employment practices, equal opportunity, and all other matters applicable to the program or project, the Recipient, its contractors or subcontractors, and any Loan or Grant activity, including without limitation the following:

- i. Guidelines §204 Local Program/Project Administration
- ii. Guidelines §209 State and Federal Laws, Rules, Guidelines and Regulations

iii. Guidelines §400.7 Homeownership Development Project Requirements

Where the proposed program or project type presents a fair housing issue (e.g., Serna housing), the Department reserves discretion to require a fair housing legal opinion.

A. Shared Parking

Applicants for Homeownership Development Project Loans shall examine the feasibility of shared parking agreements to replace new parking construction or limit the number of new parking spaces that will be constructed. An examination of the feasibility of shared parking shall include, at a minimum, identification of parking facilities on contiguous properties or nearby properties that would not require users to cross a street and then consideration of the apparent availability of those facilities for shared parking. (Government Code 65863.1(i)). Applicants shall submit the examination of the feasibility of shared parking at the time of application. Tribal Entities are not required to examine the feasibility of shared parking for Homeownership Development Projects located in Indian Country where an Indian tribe exercises jurisdiction.

B. Other Terms and Conditions

1. Right to Modify or Suspend

The Department reserves the right, at its sole discretion, to suspend, amend, or modify the provisions of this HOSN at any time, including without limitation, the amount of funds available hereunder. If such an action occurs, the Department will notify all interested parties via the Department's Homeownership email list and will post the revisions to the [Homeownership Super NOFA \(HOSN\) website](#). Please be sure and subscribe to the [Homeownership email list](#).

2. Conflicts

It is the duty and responsibility of the Applicant to review any funding source they obtain for a Project to ensure each of the requirements for those funding sources are compatible with Department program requirements.

In the event of any conflict between the terms of this HOSN and the Guidelines, state law, federal law, applicable regulation(s), or any number of them (collectively, "Controlling Law"), the Controlling Law shall prevail. Applicants are deemed to have fully read and understand all applicable state and federal laws, regulations, and Guidelines pertaining to the relevant Program, and understand and agree that the Department shall not be responsible for any errors or omissions in the preparation of this HOSN.



CITY COUNCIL AGENDA – FEBRUARY 18, 2025

- SUBJECT:** Permanent Local Housing Allocation (PLHA) Program Year 5 Funds Application
- SOURCE:** Community Development
- COMMENT:** In 2020, the California Department of Housing and Community Development (HCD) announced the Permanent Local Housing Allocation (PLHA) program Entitlement and Non-Entitlement Local Government formula component Notice of Funding Availability (NOFA). Funding for the NOFA was provided pursuant to Senate Bill (SB) 2 (Chapter 364, Statutes of 2017). SB 2 established the Fund and authorized HCD to allocate 70 percent of monies collected and deposited in the Fund, beginning in the calendar year 2019, to local governments for eligible housing and homelessness activities. The intent of the bill is to provide a permanent, ongoing source of funding to local governments for housing-related projects and programs that assist in addressing the unmet housing needs of their local communities.

As an Entitlement Local government, the City of Porterville has applied for 2019, 2020, 2021, and 2022 formula allocations of PLHA funds in the amount of \$342,754, \$532,745, \$586,270, and \$293,840, respectively. Additionally, the City submitted a 5-year plan outlining its intention to use the PLHA funds for the eligible activity 6, which is defined as, "Assisting persons who are experiencing or at risk of homelessness, including, but not limited to, providing rapid rehousing, rental assistance, supportive/case management services that allow people to obtain and retain housing, operating and capital costs for navigation centers and emergency shelters, and the new construction, rehabilitation, and preservation of permanent and transitional housing."

The 5-Year Plan has been amended and submitted twice since its initial adoption, once in 2021 and a second time in May 2024. On December 3, 2024, a third amendment to the Plan was proposed and approved by the Council in order to fund a capital project at the Navigation Center. Contingency language was included to revert to the May 2024 version of the Plan should an alternative funding source be identified for the project. As another funding source was identified prior to submittal to HCD, the proposed amendment was not needed. A copy of the most recent HCD-approved Plan is attached for your reference.

On October 15, 2024, the HCD announced the release of the 2023 calendar year funds. The City of Porterville is eligible to apply for \$225,218, which represents the 5th year funding of the City of Porterville's adopted 5-Year PLHA Plan for use on the approved eligible activity 6 noted above and specifically for Permanent Supportive Housing, Navigation Center, Bridge Housing and Emergency Shelter Operations. The PLHA five-year formula allocation amount allocated by HCD up to \$2,056,524 as outlined in the approved 5-year plan, however since this funding is dependent upon real estate transactions, the actual 5-year allocation is \$1,980,827.

The deadline to submit the streamlined application for these funds is June 30, 2027. Since the 5-Year Plan Amendment No. 2 was approved and adopted by City Council at its meeting on May 7, 2024, no new action with regard to the Plan is required to apply for the 2023 NOFA. However, staff is bringing this item before Council as an update and to request that Council authorize the Mayor to sign the streamlined application for the 2023 funding allocation of \$225,218 for submittal to HCD; and authorize staff to respond to the 2023 PLHA NOFA and submit the streamlined application to HCD for the 2023 (Fifth year of PLHA 5-Year Plan) funds.

RECOMMENDATION: That the City Council:

1. Authorize the Mayor to sign the streamlined application for the 2023 PLHA funding allocation for submittal to HCD; and
2. Authorize staff to submit the streamlined application in response to the 2023 PLHA NOFA to HCD for 2023 (5th year of PLHA 5-Year Plan) funds.

ATTACHMENTS:

1. 2024 Streamlined Application
2. Amendment No. 2 to PLHA 5-Year Plan_Final

Appropriated/Funded:

Review By:

Department Director:
Claudia Calderon, Community Development Director

Final Approver: Jason Ridenour, Interim City Manager

Instructions

Rev. 10/28/24

When opening this file, a yellow banner at the top may appear with a button that says "Enable Content". It is essential that you click this box so that the macros are enabled. Enabling macros is necessary for full worksheet functionality. Macros do not work with Microsoft's Excel version for Apple Mac.

Applications must be submitted electronically to the Department's [HCD Portal Sign In](#) website. To receive an award of CY 2021 funds, applicants are required to submit an application and demonstrate a fully compliant Housing Element and submittal of the applicable Annual Progress Report(s) no later than February 28, 2025. All CY 2021 funds must be awarded by June 30, 2025 or they will revert to the Housing Rehabilitation Loan Fund per statute.

This NOFA will remain open to eligible applicants through June 30, 2027.

Applications must be on the Department's forms and cannot be altered or modified by the Applicant. Excel forms must be in Excel format and 'save as' .xls or .xlsx. Do not 'save as' .xlsm or .pdf format. For application errors please fill out the Application Support worksheet and email the entire workbook to Application Support for application errors at PLHA@hcd.ca.gov.

General Instructions (Additional instructions and guidance are given throughout the Formula Allocation Application in "red" text and in cell comments.

Guideline references are made with "\$" and the corresponding guideline section number.

"Yellow" cells are for Sponsor input. Failure to provide the required attachments and documentation may disqualify your application from consideration. An Applicant must submit a complete application and other documents consistent with the deadlines stated in this NOFA. Applications submitted in response to this NOFA must meet the threshold requirements set forth in this section and in PLHA Guidelines Section 302.

Required attachments are indicated in "orange" throughout the Streamline Application. Failure to provide the required attachments and documentation may disqualify your application from consideration. Electronically attached files must use the naming convention in the PLHA Application. For Example: "App1 Tin" or "Reuse Plan".

Threshold items are indicated in "blue" cells.

"Red" shaded cells indicate the Sponsor has failed to meet a requirement of the program. Cells in the worksheet shaded in "red" indicate that the Applicant has failed to meet the minimum required.

Sponsor must complete the following worksheets in the PLHA Formula Allocation Application.

Formula Allocation Application

Urban County

Checklist

Threshold Requireme	Electronic File Name	Document Description	Included?
X	Application and Adopting the PLHA Plan (2021-2023 Allocations) Reso	Pursuant to section 302(c)(4) of the Guidelines, Applicant's PLHA Plan for 2021-2023 allocations is attached to this resolution, and Applicant certifies compliance with all public notice, comment, and hearing requirements in accordance with the Guidelines.	Not Applicable
X	App1 TIN	Provide a signed Gov't TIN Form	Included
X	Applicant Delegation Agreement	Legally binding agreement between Delegating and Administering Local Governments.	Not Applicable
X	Plan Adoption Reso	§302(c)(4)(D) Evidence that the Plan was authorized and adopted by resolution by the Local jurisdiction and that the public had an adequate opportunity to review and comment on its content. <u>PLHA webpage for Plan Adoption Resolution Document, located under our Forms tab. If you are not amending your plan with this application this should be the last resolution executed. If you are amending you plan with this application you must submit a new resolution that was executed adopting the new plan.</u>	Included
X	Reuse Plan	Program Income Reuse Plan describing how repaid loans or accrued interest will be used for eligible activities in Section 301.	Not Applicable
X	Executed Application	Provide a copy of the signed application. Signature can be typed into the Excel workbook, PDF with Docusigned signature or PDF with wet ink signature in blue ink preferred.	Included

Disclosure of Application (California Public Records Act Statutes of 1968 Chapter 1473): Information provided in the application will become a public record available for review by the public, pursuant to the California Public Records Act Statutes of 1968 Chapter 1473. As such, any materials provided will be disclosable to any person making a request under this Act. The Department cautions Applicants to use discretion in providing information not specifically requested, including but not limited to, bank accounts, personal phone numbers and home addresses. By providing this information to the Department, the Applicant is waiving any claim of confidentiality and consents to the disclosure of submitted material upon request."

Local Government Formula Allocation for Returning Applicants

Rev. 10/28/24

This streamlined application form is limited to Applicants who applied for and received an award under one or more of the previous Formula Allocation NOFA's (2020, 2021, 2022, or 2023).

*****Please note the following change was made in the Amended NOFA*****

All Applicants requesting an amendment to the 5-Year Plan with this application must redirect 40% of each allocation year being changed towards a homeownership Activity.

Ownership activities are 2,3,4,7,8,9 (activities 2,3,4, & 8 will only count as ownership if the funds will go towards ownership sub activities as opposed to rental housing sub activities including ADU's)

Did Applicant receive an award under one or more of the previous NOFA's? (2020, 2021, 2022 or 2023) Yes

Which Allocation(s) are you applying for with this application? 2023 Only

Eligible Applicant Type: Entitlement

Local Government Recipient of PLHA Formula Allocation: Porterville

2021 PLHA Formula Allocation Amount: n/a Allowable Local Admin (5%): n/a Admin requested?

2022 PLHA Formula Allocation Amount: \$293,840 Allowable Local Admin (5%): \$14,692 Admin requested? Yes

2023 PLHA Formula Allocation Amount: \$225,218 Allowable Local Admin (5%): \$11,261 Admin requested? Yes

Instructions: If the Local Government Recipient of the PLHA Formula Allocation delegated its PLHA formula allocation to another Local Government in any prior round, the Applicant (for which information is required below) continues to be the administering Local Government, which received the award. The PLHA award will be made to the Applicant (upon meeting threshold requirements) and the Applicant is responsible for meeting all program requirements throughout the term of the Standard Agreement.

\$300 Eligible Applicants

§300(a) and (b) Eligible Applicants for the Entitlement and Non-Entitlement formula component described in Section §100(b)(1) and (2) are limited to the metropolitan cities and urban counties allocated a grant for the federal fiscal year 2017 pursuant to the federal CDBG formula specified in 42 USC, Section §5306 and Non-entitlement local governments.

Applicant: City of Porterville

Address: 291 N Main Street

City: Porterville State: CA Zip: 93257 County: Tulare

Auth Rep Name: Greg Meister Title: Mayor Auth Rep. Email: gmeister@ci.porterville.ca.us Phone: 559-782-7466

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

Contact Name: Claudia Calderon Title: Community Development Director Contact Email: ccalderon@ci.porterville.ca.us Contact Phone: 559-782-7460

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

\$302 Threshold Requirements

§302(a) Housing Element compliance: Applicant and Delegating Local Government's if applicable Housing Element was adopted by the Local Government's governing body by the application submittal date and subsequently determined to be in substantial compliance with state Housing Element Law pursuant to Government Code Section 65585. No

§302(b) Applicant or Delegating Local Government has submitted the Annual Progress Report(s) to the Department of Housing and Community Development pursuant to Government Code Section 65400 for the allocations being requested.

§302(c)(2) Applicant certifies that submission of the application was authorized by the governing board of the Applicant. Yes

§302(c)(5) Is the applicant submitting a plan amendment with this application? (If you wish to reallocate more than 10 percent of funds among Activities from the previously approved 5-Year Plan included in the PLHA program Standard Agreement, Exhibit E you must submit an updated plan and resolution approving the new plan) **40% of each allocation being changed must go towards an ownership activity.** N/A

If a reallocation of more than 10 percent of funds was made (and Applicant is amending their plan with this application) Applicant has attached an amended Plan and resolution that has been discussed and approved at a publicly-noticed meeting of the governing body. N/A

File Name: Application and Plan Adoption Reso §302(c)(4)(D) Evidence that the Plan was authorized and adopted by resolution by the Local jurisdiction and that the public had an adequate opportunity to review and comment on its content. PLHA webpage for Application and Plan Adoption Resolution Document Uploaded to HCD? Yes

§503(b) Applicant certifies that they are in compliance with the State Grants Management Section and are current with any required PLHA Annual Reporting Requirements. Yes

§302(c)(8) If a program income reuse plan was not submitted with the 2020 application, has Applicant attached a program income reuse plan describing how repaid loans and/or accrued interest will be reused for eligible activities specified in Section 301? N/A

File Name: Reuse Plan Program Income Reuse Plan describing how repaid loans or accrued interest will be used for eligible activities in Section 301. Uploaded to HCD? N/A

Certifications

On behalf of the entity identified below, I certify that: The information, statements and attachments included in this application are, to the best of my knowledge and belief, true and correct and I possess the legal authority to submit this application on behalf of the entity identified in the signature block.

Greg Meister	Mayor		
Authorized Representative Printed Name	Title	Signature	Date

End of Document

PLHA 5-Year Plan

City of Porterville Permanent Local Housing Allocation Program Five-Year 2019-2023 Plan Amendment 2

§302(c)(4) Plan

Introduction: In 2017, Senate Bill 2 (the Building Homes and Jobs Act) created the Permanent Local Housing Allocation (PLHA) program. The California Department of Housing and Community Development (HCD) announced the availability of approximately \$195 million in funding for the PLHA program Entitlement and Non-entitlement Local government formula component Notice of Funding Availability (NOFA). The NOFAs are funded from moneys deposited in the Building Homes and Jobs Trust Fund (Fund) in calendar year 2019, 2020 and 2021 thus far.

Funding for this NOFA is provided pursuant to Senate Bill (SB) 2 (Chapter 364, Statutes of 2017). SB 2 established the Fund and authorizes the Department to allocate 70 percent of moneys collected and deposited in the Fund, beginning in calendar year 2019, to Local governments for eligible housing and homelessness activities. The intent of the bill is to provide a permanent, ongoing source of funding to Local governments for housing-related projects and programs that assist in addressing the unmet housing needs of their local communities.

Purpose: The City of Porterville is considered an Entitlement Local government, and is eligible for a 2019, 2020 and 2021 formula allocation of PLHA funds in the amount of \$342,754, \$532,745, and \$586,270, respectively. The approximate PLHA five-year formula allocation amount is \$2,056,524. PLHA funds must be used to carry out one or more of the eligible activities listed below:

1. The predevelopment, development, acquisition, rehabilitation, and preservation of multifamily, residential live-work, rental housing that is affordable to extremely low-, very low-, low-, or moderate-income households, including necessary Operating subsidies.
2. The predevelopment, development, acquisition, rehabilitation, and preservation of Affordable rental and ownership housing, including Accessory Dwelling Units (ADUs), that meets the needs of a growing workforce earning up to 120 percent of Area Median Income (AMI), or 150 percent of AMI in High-cost areas. ADUs shall be available for occupancy for a term of no less than 30 days. See Appendix B for a list of High-cost areas in California.
3. Matching portions of funds placed into Local or Regional Housing Trust Funds.

4. Matching portions of funds available through the Low- and Moderate- Item No. 17. Income Housing Asset Fund pursuant to subdivision (d) of HSC Section 34176.
5. Capitalized Reserves for Services connected to the preservation and creation of new Permanent supportive housing.
6. Assisting persons who are experiencing or At risk of homelessness, including, but not limited to, providing rapid rehousing, rental assistance, supportive/case management services that allow people to obtain and retain housing, operating and capital costs for navigation centers and emergency shelters, and the new construction, rehabilitation, and preservation of permanent and transitional housing.
7. Accessibility modifications in Lower-income Owner-occupied housing.
8. Efforts to acquire and rehabilitate foreclosed or vacant homes and apartments.
9. Homeownership opportunities, including, but not limited to, down payment assistance.
10. Fiscal incentives made by a county to a city within the county to incentivize approval of one or more Affordable housing projects, or matching funds invested by a county in an Affordable housing development project in a city within the county, provided that the city has made an equal or greater investment in the project. The county fiscal incentives shall be in the form of a grant or low-interest loan to an Affordable housing project. Matching funds investments by both the county and the city also shall be a grant or low-interest deferred loan to the Affordable housing project.

Requirements: In order to participate in the formula allocation, the City of Porterville is required to develop a five-year plan detailing the manner in which allocated funds will be used for eligible activities.

Plan: With City Council and the community's input, it is recommended that the City of Porterville utilize the funds in the following manner:

I. §302(c)(4)(A) Describe the manner in which allocated funds will be used for eligible activities.

- A. The City of Porterville plans to use PLHA funds for three (3) priorities, distributed over three (3) possible activities that assist persons who are experiencing homelessness or at risk of homelessness. *§301(a)(6) Assisting persons who are experiencing or At-risk of homelessness, including, but not limited to, providing rapid re-housing, rental assistance, supportive/case management services that allow people to obtain and retain housing, operating and capital costs for navigation centers and emergency shelters, and the new construction, rehabilitation, and preservation of permanent and transitional housing.*

B. The City of Porterville Plans on opening an RFP to allow agencies to apply for funding. There are three priorities identified (not listed in order of priority, numbering is only for identification purposes):

1. Provide operating costs for navigation centers
2. Provide operating costs for emergency shelters and/or bridge housing programs.
3. Support Permanent Housing Programs to provide operating costs for permanent supportive housing programs.

II. §302(c)(4)(B) Provide a description of the way the Local government will prioritize investments that increase the supply of housing for households with incomes at or below 60 percent of Area Median Income (AMI).

A. The City of Porterville will continue to prioritize investments that increase the supply of affordable housing for households under 60% AMI with PLHA funds. People experiencing homelessness, who are currently served by KTHA programs are typically under 30% Area Median Income (AMI); therefore, all the proposed priorities will serve households under 60% AMI.

III. §302(c)(4)(C) Provide a description of how the Plan is consistent with the programs set forth in the Local government's Housing Element.

A. The City permits social service facilities, including emergency shelters, in the RM-3, CMX, D-MX, DRM-2, and DRM-3 zoning districts via a conditional use permit. Further, social service facilities are allowed by right in the CR and CG zone districts.

B. The City permits transitional and supportive housing in all zoning districts that allow residential uses, subject only to the restrictions that would apply to a residential use of the same type. Section 301.22 of the City's Development Ordinance clarifies this accommodation.

C. Housing Element Goals consistent with the PLHA program priorities.

1. Goal 2: Expand the City's low- and moderate-income housing opportunities.
 - Policy 2.5 - The City will pursue local, state, and federal funding assistance that is appropriate to Porterville's needs to expand affordable housing opportunities for low- and moderate-income households
2. Goal 3: Address the housing needs of special populations, including seniors, female-headed households, persons with disabilities, first-

time homebuyers, large families, and homeless individuals and families.

- Policy 3.1 - The City will maintain an adequate supply of appropriately designated land for special needs housing, including seniors, disabled persons, large households, farmworkers, the homeless, and transitional persons.
- Policy 3.2 - The City will encourage the development and rehabilitation of housing that is accessible to persons with disabilities.
- Policy 3.3 - The City will pursue land use policies that allow small residential developments and individual housing units meeting special needs to be integrated into existing neighborhoods and new residential developments.
- Policy 3.4 - The City will work with surrounding jurisdictions to address the needs of transient homeless persons on a regional basis.
- Policy 3.5 - Continue to participate in the Kings/Tulare County Continuum of Care (“the Alliance”) and work with adjacent jurisdictions to develop additional shelter opportunities.

IV. Activities Detail (Activities Detail (Must Make a Selection on Formula Allocation Application worksheet under Eligible Activities, §301))

§301(a)(6) Assisting persons who are experiencing or At risk of homelessness, including, but not limited to, providing rapid rehousing, rental assistance, supportive/case management services that allow people to obtain and retain housing, operating and capital costs for navigation centers and emergency shelters, and the new construction, rehabilitation, and preservation of permanent and transitional housing.

V. §302(c)(4)(E)(i) Provide a description of how allocated funds will be used for the proposed Activity.

**(This portion of the plan is being proposed to be amended as follows
(Attachment 1 budget summary provided for further clarification))**

A. Priority 1: Navigation Center:

1. Operating costs for a Navigation Center: PLHA funds would be used for operation costs associated with a new or existing Navigation Center. The Navigation Center would serve as a central location for people who are experiencing homelessness to connect to services

to help them obtain housing or overcome barriers in obtaining housing.

B. *Priority 2: Emergency Shelter*

1. Operating costs for an Emergency Shelter: PLHA funds would be used for operating costs needed to run an emergency shelter. This will assist in ensuring that low barrier beds for people who have been identified by the local Continuum of Care on Homelessness, the Kings/Tulare Homeless Alliance (KTHA) continue to be available. KTHA currently uses a vulnerability index to prioritize housing for people experiencing homelessness. Additionally, using a coordinated entry system, KTHA, is able to make referrals from one database, in order to have a streamlined application and referral system between agencies who serve people experiencing homelessness.
2. The City would consider Operating costs for a bridge housing beds, leading to permanent housing: The City plans on working with eligible non-profits who provide bridge housing programs to help cover some gaps in operational financing, allowing them to continue providing housing to program participants that are currently working on permanent housing solutions.

C. *Priority 3: Permanent Housing:*

1. The City would consider Operating costs for Permanent Supportive Housing (PSH) Programs: The City plans on working with eligible non-profits and/or affordable housing developers who provide services to existing PSH programs to help cover some gaps in operational financing/or provide required match for funding, allowing them to continue providing housing to program participants that are currently receiving PSH housing vouchers. This would include increasing the percentage of PLHA funds in years 4 and 5 to include operating expenses for multi-family housing with units dedicated to people experiencing homelessness. This will assist in ensuring that PSH units created for people experiencing homelessness, have the necessary case management to provide PSH units with a connection to supportive services.

Complete the table below for each proposed Activity to be funded with 2020-2023 PLHA allocations. If a single Activity will be assisting households at more than one level of Area Median Income, please list the Activity as many times as needed to capture all of the AMI levels that will be assisted, but only show the percentage of annual funding allocated to the Activity one time (to avoid double counting).

Funding Allocation Year	2020	2020	2020	2021	2021	2021	2022	2022	2022	2023	2023	2023	
Type of Activity for Persons Experiencing or At Risk of Homelessness	Emergency Shelter Operating	Navigation Center Operating	Supportive /Case Management Services	Emergency Shelter Operating	Navigation Center Operating	Supportive /Case Management Services	Emergency Shelter Operating	Navigation Center Operating	Supportive /Case Management Services	Emergency Shelter Operating	Navigation Center Operating	Supportive /Case Management Services	
§302(c)(4)(E)(i) Percentage of Funds Allocated for the Proposed Activity	62%	25%	8%	61%	25%	9%	60%	25%	10%	60%	25%	10%	
§302(c)(4)(E)(ii) Area Median Income Level Served	30%	30%	30%	30%	30%	30%	30%	30%	30%	30%	30%	30%	TOTAL
§302(c)(4)(E)(ii) Unmet share of the RHNA at AMI Level Note: complete for years 2020, 2021, 2022 only	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	0
§302(c)(4)(E)(ii) Projected Number of Households Served	5	15	8	5	15	9	5	15	10	5	15	10	117
§302(c)(4)(E)(iv) Period of Affordability for the Proposed Activity (55 years required for rental housing projects)	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	

VI. §302(c)(4)(E)(iii) A description of major steps/actions and a proposed schedule for the implementation and completion of the Activity.

Within 6 months after award is received:

- Create, publish and award and RFP offering an opportunity to fund an eligible entity to apply for PLHA funds to be used on one or more of the priorities identified in the plan.
- Enter into agreement (s) to execute each program

Monthly:

- Monitor progress
- Obtain monthly accomplishment data from subrecipients

Yearly:

- Complete yearly accomplishment report
- Apply for subsequent year funding to execute 5-year Plan

Attachment 1: Current and Amended Budget Summary

Current Plan (%)						
Category of Funding	2019	2020	2021	2022	2023	5-YR TOTAL
Administration	5%	5%	5%	5%	5%	5%
Navigation Center	25%	25%	25%	25%	25%	25%
Emergency Housing & Bridge Housing	60%	60%	50%	50%	50%	54%
Permanent	10%	10%	20%	20%	20%	16%
PSH Operations	10%	10%	20%	20%	20%	16%
	-	-	-	-	-	0%
	100%	100%	100%	100%	100%	100%
Amendment 2 (%)						
Category of Funding	2019	2020	2021	2022	2023	5-YR TOTAL
Administration	5%	5%	5%	5%	5%	5%
Navigation Center	25%	25%	25%	25%	25%	25%
Emergency Housing & Bridge Housing	60%	62%	61%	60%	60%	61%
Permanent	10%	8%	9%	10%	10%	9%
PSH Operations	10%	8%	9%	10%	10%	9%
	-	-	-	-	-	0%
	100%	100%	100%	100%	100%	100%

Current Plan (\$)						
Category of Funding	2019	2020	2021	2022	2023	5-YR TOTAL
Administration	\$ 17,137.70	\$ 26,637.25	\$ 29,313.50	\$ 14,692.00	\$ 15,045.75	\$ 102,826.20
Navigation Center	\$ 85,688.50	\$ 133,186.25	\$ 146,567.50	\$ 73,460.00	\$ 75,228.75	\$ 514,131.00
Emergency Housing & Bridge Housing	\$ 205,652.40	\$ 319,647.00	\$ 293,135.00	\$ 146,920.00	\$ 150,457.50	\$ 1,115,811.90
Permanent	\$ 34,275.40	\$ 53,274.50	\$ 117,254.00	\$ 58,768.00	\$ 60,183.00	\$ 323,754.90
PSH Operations	\$ 34,275.40	\$ 53,274.50	\$ 117,254.00	\$ 58,768.00	\$ 60,183.00	\$ 323,754.90
Flex Fund-to support PSH & RR	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rapid-Rehousing Rental Assistance & Operations	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ 342,754.00	\$ 532,745.00	\$ 586,270.00	\$ 293,840.00	\$ 300,915.00	\$ 2,056,524.00
Amendment 2 (\$)						
Category of Funding	2019	2020	2021	2022	2023	5-YR TOTAL
Administration	\$ 17,137.70	\$ 26,637.25	\$ 29,313.50	\$ 14,692.00	\$ 15,045.75	\$ 102,826.20
Navigation Center	\$ 85,688.50	\$ 133,186.25	\$ 146,567.50	\$ 73,460.00	\$ 75,228.75	\$ 514,131.00
Emergency Housing & Bridge Housing	\$ 205,652.40	\$ 330,301.90	\$ 357,624.70	\$ 176,304.00	\$ 180,549.00	\$ 1,250,432.00
Permanent	\$ 34,275.40	\$ 42,619.60	\$ 52,764.30	\$ 29,384.00	\$ 30,091.50	\$ 189,134.80
PSH Operations	\$ 34,275.40	\$ 42,619.60	\$ 52,764.30	\$ 29,384.00	\$ 30,091.50	\$ 189,134.80
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ 342,754.00	\$ 532,745.00	\$ 586,270.00	\$ 293,840.00	\$ 300,915.00	\$ 2,056,524.00

Attachment 2: Summary of Public Comments Received at May 7, 2024, Public Hearing

- Brock Neeley, Porterville, commended Director Calderon and her staff in Community Development for the work being done with regard to housing.



CITY COUNCIL AGENDA – FEBRUARY 18, 2025

SUBJECT: Authorization to Execute Consultant Agreement - Construction Management and Inspection Services for the Community Center & Park Project

SOURCE: Engineering and Project Management

COMMENT: At its meeting on February 4, 2025, the City Council authorized staff to begin negotiations for a scope and services contract with 4Creeks, Inc. for the construction management and inspection services for the Community Center and Park Project. The consultant services include on-site project management, inspection services (including specialty inspections as required), construction surveying, materials testing and quality control, labor compliance, and reporting for the project.

Staff was able to negotiate the contract in the amount of \$2,168,695. The overall size, breadth of services and experience required, and the duration of the construction process were all considered during the negotiation process. Funding for this contract is included in the overall construction total of \$19,987,445 reported in the construction contract award.

RECOMMENDATION: That the City Council:

1. Authorize the Engineering & Project Management Director to execute the Consultant Service Agreement for the Construction Management and Inspection Services for the Community Center & Park Project to 4Creeks, Inc in the amount of \$2,168,695; and
2. Authorize progress payments up to one hundred percent (100%) of the contract amount.

ATTACHMENTS:

1. Locator Map
2. Service Agreement

Appropriated/Funded:

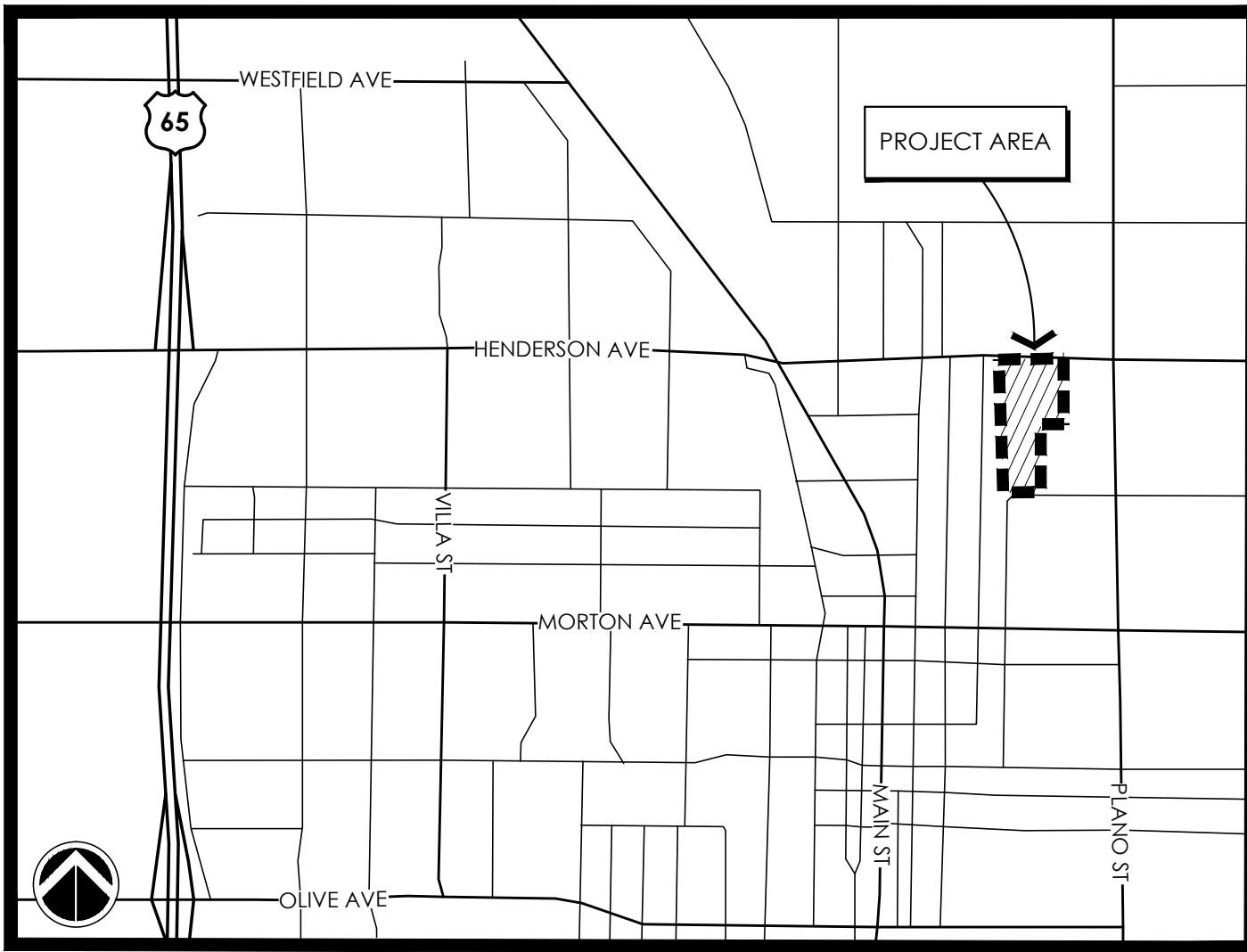
Review By:

Department Director:

Item No. 8.

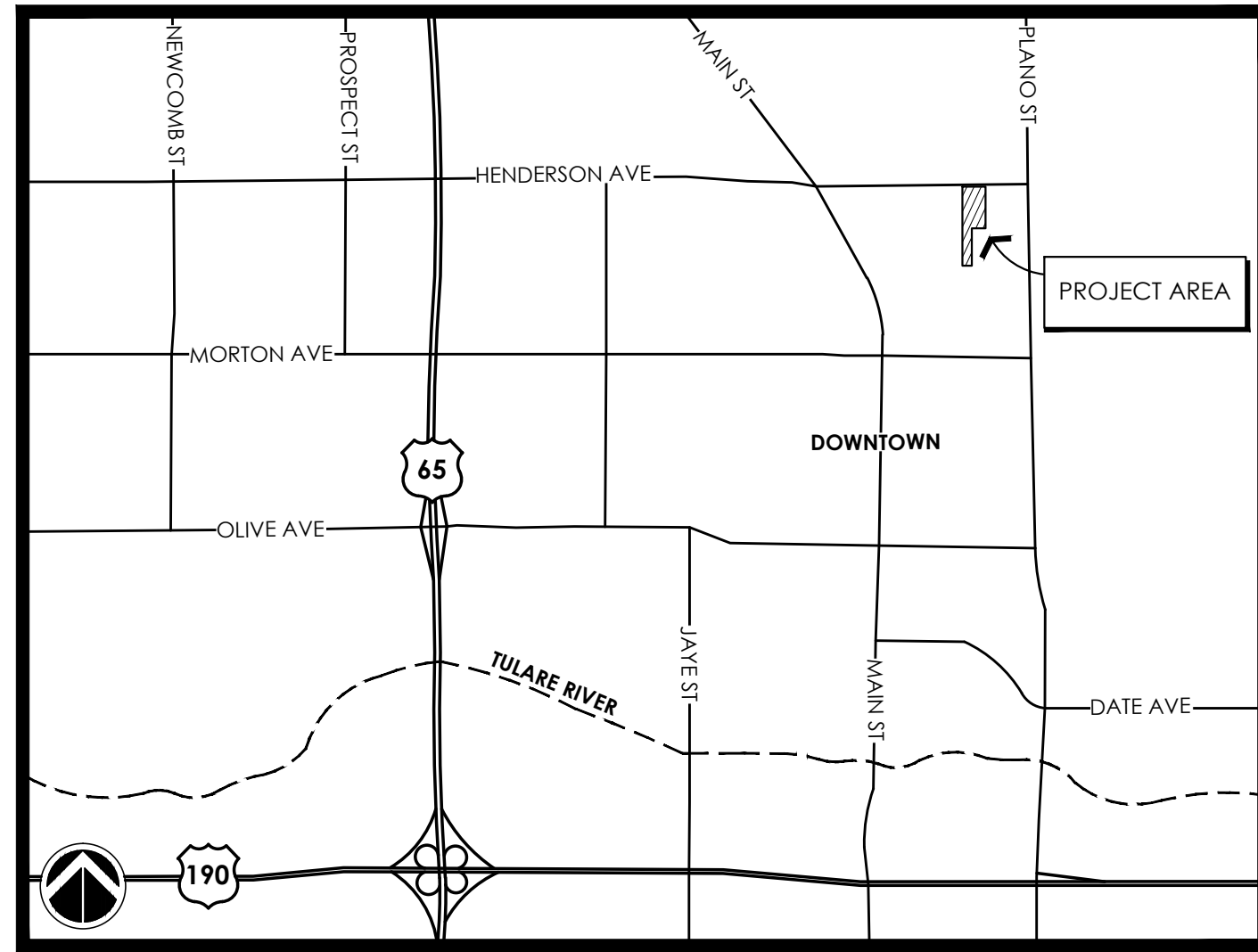
Javier Sanchez, Engineering & Project Management Director

Final Approver: Jason Ridenour, Interim City Manager



VICINITY MAP

NOT TO SCALE



LOCATION MAP

NOT TO SCALE



CITY OF PORTERVILLE

FOURTH ST COMMUNITY CENTER AND PARK

PORTERVILLE, CA

SERVICE AGREEMENT

DATE: February 18, 2025

PARTIES: City of Porterville, a California municipal corporation, hereinafter referred to as "CITY"; and 4Creeks, *Inc.* hereinafter referred to as "CONSULTANT".

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

Project Name: Construction Management and Inspection Services for the Community Center & Park Project

Description of Project: In general, CONSULTANT to provide construction management and inspection services for the Community Center & Park Project per the approved project scope.

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

SECTION 1. CONTRACT SERVICES:

CONSULTANT hereby agrees to provide the following services and materials, in a timely manner as described/defined in the respective task order.

SECTION 2. PAYMENT:

In consideration for said services and materials, CITY shall pay CONSULTANT on a time and materials basis not to exceed **Two Million One Hundred Sixty-Eight Thousand Six Hundred Ninety-Five Dollars and Zero Cents** (\$2,168,695).

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

SECTION 3. COMPLETION DATE:

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

SECTION 4. FAMILIARITY WITH PROJECT:

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

SECTION 5. INDEPENDENT CONTRACTOR:

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

- (i) Full liability under worker's compensation laws of the State of California; and
- (ii) Bodily injury and property damage insurance in the amount not less than Two Million Dollars (\$2,000,000) per occurrence; and
- (iii) Errors and Omissions insurance of Two Million Dollars (\$2,000,000) minimum per occurrence, if deductible for Errors and Omissions insurance is Fifty Thousand Dollars (\$50,000) or more, the City may require a Surety Bond for the deductible; and
- (iv) Automotive liability in the amount not less than Two Million Dollars (\$2,000,000) per occurrence; fully protecting CITY, its elected and appointed officers, employees, agents

and assigns, against all claims arising from the negligence of CONSULTANT and any injuries to third parties, including employees of CITY and CONSULTANT.

- (v) ***To the fullest extent permitted by law, and subject to California Civil Code Sec 2782.8, CONSULTANT agrees to indemnify, including cost to defend, City, its elected and appointed officers and employees, from and against any and all claims, demands, costs, or liability that arise out of, or pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant and its employees or agents in the performance of services under this contract, but this indemnity does not apply to liability for damages arising from the sole negligence, active negligence, or willful acts of City; and does not apply to any passive negligence of the City unless caused at least in part by Consultant. City agrees that in no event shall the cost to defend charged to Consultant exceed Consultant's proportionate percentage of fault. However, if one or more defendant/s is unable to pay its share of defense costs due to bankruptcy or dissolution of the business, the Consultant shall meet and confer with other parties regarding unpaid defense costs and reallocate as allowed by law or stature. This duty to indemnify shall not be waived or modified by contractual agreement or acts of the parties.***

SECTION 6. WORKMANSHIP AND MATERIALS:

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

SECTION 7. ASSIGNMENT OF CONTRACT:

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

SECTION 8. AFFIRMATIVE ACTION.

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

SECTION 9. CONFLICT OF INTEREST CODE:

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

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

SECTION 10. TERMINATION:

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

the termination.

SECTION 11. ENTIRE CONTRACT:

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

SECTION 12. DISPUTES; VENUE:

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

SECTION 13. ESTIMATES AND PROJECTIONS:

In providing opinions of cost, financial analyses, economic feasibility projections, schedules, and quantity and/or quality estimates for potential projects, ENGINEER has no control over cost or price of labor and material; unknown or latent conditions of existing equipment or structures that may affect operation and maintenance costs; competitive bidding procedures and market conditions; time or quality of performance of third parties; quality, type, management, or direction of operating personnel; the incoming water quality and/or quantity; the way CITY's plant(s) and/or associated processes are operated and/or maintained; and other economic and operational factors that may materially affect the ultimate project elements, including, but not limited to, cost or schedule. Therefore, ENGINEER makes no warranty that CITY's actual project costs, financial aspects, economic feasibility, schedules, and/or quantities or quality realized will not vary from ENGINEER's opinions, analyses, projections, or estimates.

SECTION 14. WARRANTIES, GUARANTEES AND CONSEQUENTIAL DAMAGES:

The ENGINEER shall not be responsible for warranties, guarantees, fitness for a particular purpose, breach of fiduciary duty, loss of anticipated profits or for economic, incidental, liquidated, or consequential damages to the CITY or any third party arising out of breach of contract, delay, termination, or for any other reason whatsoever. Additionally, ENGINEER shall not be responsible for acts and decisions of third parties, including governmental agencies, other than ENGINEER's subconsultants, that impact project completion and/or success.

SECTION 15. THIRD PARTIES:

The services to be performed by ENGINEER are intended solely for the benefit of the CITY. No person or entity not a signatory to this Agreement shall be entitled to rely on the ENGINEER's performance of its services hereunder, and no right to assert a claim against the ENGINEER by assignment of indemnity rights or otherwise shall accrue to a third party as a result of this Agreement or the performance of the ENGINEER's services hereunder.

SECTION 16. USE AND REUSE:

Documents, including drawings and specifications, prepared by ENGINEER pursuant to this Agreement are not intended or represented to be suitable for reuse by CITY or others for this Project or on any other project. Any reuse of completed documents or use of partially completed documents without written verification or concurrence by ENGINEER for the specific purpose intended will be at CITY's sole risk and without liability or legal exposure to ENGINEER.

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

CITY OF PORTERVILLE

CONSULTANT

By_____

By_____

Date_____

Date_____



CITY COUNCIL AGENDA – FEBRUARY 18, 2025

SUBJECT: Approval for Community Civic Event - Summit Collegiate High School - Pi Day Pi K Fun Run - March 8, 2025

SOURCE: Finance

COMMENT: Summit Collegiate High School is requesting approval to hold the "Pi Day Pi K Fun Run" event on Saturday, March 8, 2025, from 8:00 AM to 10:00 AM, starting and finishing at Summit Collegiate High School. This is a fundraising event for the STEM scholarship program and will celebrate Pi Day with a 3.14-kilometer run. The event sponsor is requesting approval to utilize the sidewalks at Redwood Street from Summit Collegiate High School to W. Thurman Ave., W. Thurman Ave. from Redwood Street to N. Westwood Street, N. Westwood Street and Road 222 from W. Thurman Ave. to Olive Ave., Olive Ave. from N. Westwood Street to Road 222, as indicated on the attached map. Participants will also utilize the school's parking lot for the duration of the event. No outside amplifier permit is requested.

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

RECOMMENDATION: That the City Council approve the Community Civic Event Application submitted by Summit Collegiate High School to hold the "Pi Day Pi K Fun Run" event on Saturday, March 8, 2025, subject to the requirements and restrictions contained in the Application and Agreement, Exhibit A and Exhibit B.

ATTACHMENTS:

1. Community Civic Event Application and Agreement, Exhibit A, Exhibit B, Map, Certificate of Liability Insurance and Flyer.

Appropriated/Funded:

Review By:

Department Director:
Janie Rodriguez, Finance Director

Final Approver: Jason Ridenour, Interim City Manager

3/4/25

CITY OF PORTERVILLE

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



(Incomplete applications can delay permit process)

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

DO YOU HAVE? Event Flyer? E-mail address? Website?

Application date: 1-9-25 Event date: 3-8-25
Event time: 8:00 AM - 10:00 AM

Name of Event: Pi Day Pi K Fun Run

Sponsoring organization: Summit Collegiate High School Phone # 559-788-6440

Address: 15550 Redwood St Porterville CA 93257

Authorized representative: Katherine Franco Phone # 559-788-6440 ext: 18322

Address: 15550 Redwood St Porterville CA 93257

Event chairperson: Katherine Franco Phone # 559-788-6440 ext: 18322

15550 Redwood St Porterville CA 93257

Location of event Summit Collegiate High School 15550 Redwood St Porterville
CA 93257 (Location map must be attached)

Description of event: Fun Run

Purpose of event: to raise money for a STEM Scholarship

Non-profit organization status: 77-0563533

(IRS Determination)

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

Barricades (quantity): 0 Street sweeping Yes No ✓

Police protection Yes No ✓ Refuse pickup Yes No ✓

Other:

Parks facility application required: Yes No ✓ Attached

Assembly permit required: Yes No Attached

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

Appr. Deny

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

215/25

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

What constitutes a Community Civic Event?

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

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

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

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

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

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

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

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

Summit College High School
(Name of Organization)

[Signature]
(Signature)

1-9-25
(Date)

CITY OF PORTERVILLE

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

Name of event: Pi Day Pi K Tau Run

Sponsoring organization: Summit Collegiate High School

Location: Summit Collegiate High School Event date: 03/09/25 Event time: 8:00

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

[illegible]

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

CITY OF PORTERVILLE

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

Name of event: Pi Day Pi K Fun Run

Sponsoring organization: Summit Collegiate High School - Burton School District

Event date: March 8th, 2025 Hours: 8:00AM - 10:00AM

ATTACH MAP MARKING AREAS TO BE CLOSED OR USED:

Closed

<u>Street Name</u>	<u>From which Street</u>	<u>To which Street</u>	<u>Activity</u>

<u>Sidewalks</u>	<u>From which sidewalk</u>	<u>To which sidewalk</u>	<u>Activity</u>
Redwood St.	SCIB Office	W Thurman Ave.	Running/Walking
W Thurman Ave	Redwood St.	N Westwood St.	Running/Walking
N Westwood St.	W Thurman Ave	Olive Ave	Running/Walking
Olive Ave	N Westwood St.	Road 222	Running/Walking
Road 222	Olive Ave	W Thurman Ave	Running/Walking

<u>Parking lots and spaces</u>	<u>Location</u>	<u>Activity</u>
Summit Collegiate High School Parking Lot	15950 Redwood St.	Parking/Run Sign Up

Requirements for Community Civic Event
Summit Collegiate High School
Pi Day Pi K Fun Run
March 8, 2025

City Engineer:

D. Cervantez

Community Development Director:

C. Calderon

Public Works Director:

M. Knight

Fire Marshal:

C. Dignam

No comments.

Parks and Leisure Services Director:

D. Moore

No comments.

Police Lieutenant:

M. Azevedo

Please see Exhibit B.

Deputy City Manager:

Y. Andrade

The certificate and endorsement page is sufficient for the event that is proposed on the CCE application.

Field Services Superintendent-Refuse:

B. Spry

No comments.

Field Services Superintendent–Streets:

J. Baeza

No comments.

Requirements for Community Civic Event

Sponsor: Summit Collegiate High School
Event: Pi Day Pi K Fun Run
Event Chairman: Katherine Franco
Location: Summit Collegiate High School, Porterville CA
Date of Event: March 8, 2025 (8:00 a.m.-10:00 a.m.)

RISK MANAGEMENT: Conditions of Approval

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

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

PORTERVILLE POLICE DEPARTMENT

Conditions/Requirements for Special Event

Pi Day Fun Run
Summit Collegiate High School
March 8, 2025 from 8:00am-10:00am

- ▶ City Council approval is required for all street closures.
- ▶ Any aid stations and check points must be out of the roadway and not in a position to interfere with traffic.
- ▶ Staff at aid stations and check points should have a means of communication by which they may summon assistance in the event of an emergency.
- ▶ Event staff on the race route should wear highly visible attire.
- ▶ For everyone's safety, all participants should be directed to stay away from the side of the roadways and not disrupt the normal flow of traffic.
- ▶ Event organizers should contact the Police Department Traffic Sergeant Maria Aguillon well in advance of the event to make any special requests not listed above. She can be reached at (559)782-7400.

Mark Azevedo, Lieutenant
Porterville Police Department

Exhibit B

CITY OF PORTERVILLE
OUTSIDE AMPLIFIER PERMIT
(City Ordinances #18-9 & 18-14)



This application must be submitted ten (10) days prior to the date of the event. A copy of this permit must be at the operating premises of the amplifying equipment for which this registration is issued.

- 1 Name and home address of the applicant: Summit Collegiate H.S.
- 2 Address where amplification equipment is to be used: _____
- 3 Names and addresses of all persons who will use or operate the amplification equipment: _____
- 4 Type of event for which amplification equipment will be used: _____
- 5 Dates and hours of operation of amplification equipment: NO
- 6 A general description of the sound amplifying equipment to be used: _____

Section 18-9

It shall be unlawful for any person within the city to use or operate or cause to be operated or to play any radio, phonograph, jukebox, record player, loudspeaker, musical instrument, mechanical device, machine, apparatus, or instrument for intensification or amplification of the human voice or any sound or noise in a manner so loud as to be calculated to disturb the peace and good order of the neighborhood or sleep of ordinary persons in nearby residences or so loud as to unreasonably disturb and interfere with the peace and comfort of the occupants of nearby residences.

The operation of any such instrument, phonograph, jukebox, machine or device in such manner as to be plainly audible at a distance of one hundred feet (100') from the building, structure, vehicle, or place in which, or on which it is situated or located shall be prima facie evidence of a violation of this section. (Ord. Code § 6311)

Section 18-14

It shall be unlawful for any person to maintain, operate, connect, or suffer or permit to be maintained, operated, or operated, or connected any or sound amplifier in such a manner as to cause any sound to be projected outside of any building or out of doors in any part of the city, except as may be necessary to amplify sound for the proper presentation of moving picture shows, or exhibiting for the convenient hearing of patrons within the building or enclosure in which the show or exhibition is given, without having first procured a permit from the chief of police, which permit shall be granted at the will of the chief of police upon application in writing therefore, but which permit, when granted, shall be revocable by the city council whenever any such loudspeaker or sound amplifier shall by the council be deemed objectionable, and any such permit may be so revoked with or without notice, or with or without a formal hearing, at the option of the council, and in the event of the revocation of any such permit, the same shall not be renewed, except upon application as the first instance. (Ord. Code § 6312)

Penal Code Section 415 (2)

Any of the following persons shall be punished by imprisonment in the county jail for a period of not more than 90 days, a fine of not more than four hundred dollars (\$400), or both such imprisonment and fine: (2) Any person who maliciously and willfully disturbs another person by loud and unreasonable noise.

I hereby certify that I have read and answered all statements on this registration form and that they are true and correct.

Signature of Applicant

Date

THIS OUTSIDE AMPLIFIER PERMIT HAS BEEN APPROVED. HOWEVER, WE URGE YOU TO REMAIN CONSIDERATE OF THE GENERAL PEACE AND ORDER OF THE NEIGHBORS IN THE AREA. FAILURE TO ABIDE BY THESE REGULATIONS CAN RESULT IN REVOCATION OF THE PERMIT.

City of Porterville, Chief of Police/Designee

Date



CERTIFICATE OF COVERAGE

Issue Date

2/4/2025

ADMINISTRATOR:

LICENSE # 0451271

Keenan & Associates
1732 North First Street, Suite 100
San Jose, CA 95112

Xochitl Sousa License No. 4290185
xsousa@keenan.com

(916)859-4900 x4193

COVERED PARTY:

Burton Elementary School District
Tulare County Schools SIA
264 North Westwood Street
Porterville CA 93257

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY
AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS
CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE
AFFORDED BY THE COVERAGE DOCUMENTS BELOW.

ENTITIES AFFORDING COVERAGE:

ENTITY A: Northern California ReLIEF

ENTITY B:

ENTITY C:

ENTITY D:

ENTITY E:

THIS IS TO CERTIFY THAT THE COVERAGES LISTED BELOW HAVE BEEN ISSUED TO THE COVERED PARTY NAMED ABOVE FOR THE PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE COVERAGE AFFORDED HEREIN IS SUBJECT TO ALL THE TERMS AND CONDITIONS OF SUCH COVERAGE DOCUMENTS.

ENT LTR	TYPE OF COVERAGE	COVERAGE DOCUMENTS	EFFECTIVE/ EXPIRATION DATE	MEMBER RETAINED LIMIT / DEDUCTIBLE	LIMITS
A	GENERAL LIABILITY ☒ GENERAL LIABILITY ☐ CLAIMS MADE ☒ OCCURRENCE ☒ GOVERNMENT CODES ☒ ERRORS & OMISSIONS ☐ SEXUAL ABUSE AND MOLESTATION ☐	NCR 00604-33	7/1/2024 7/1/2025	\$ 50,000	COMBINED SINGLE LIMIT EACH OCCURRENCE \$ 2,000,000
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☒ HIRED AUTO ☒ NON-OWNED AUTO ☒ GARAGE LIABILITY ☒ AUTO PHYSICAL DAMAGE	NCR 00604-33	7/1/2024 7/1/2025	\$ 50,000	COMBINED SINGLE LIMIT EACH OCCURRENCE \$ 2,000,000
A	PROPERTY ☒ ALL RISK ☒ EXCLUDES EARTHQUAKE & FLOOD ☐ BUILDER'S RISK	NCR 00604-33	7/1/2024 7/1/2025	\$ 50,000	\$ 500,250,000 EACH OCCURRENCE
A	STUDENT PROFESSIONAL LIABILITY	NCR 00604-33	7/1/2024 7/1/2025	\$ 50,000	\$ Included EACH OCCURRENCE
	WORKERS COMPENSATION ☐ EMPLOYERS' LIABILITY			\$	☐ WC STATUTORY LIMITS ☐ OTHER \$ E.L. EACH ACCIDENT
	EXCESS WORKERS COMPENSATION ☐ EMPLOYERS' LIABILITY			\$	\$ E.L. DISEASE - EACH EMPLOYEE \$ E.L. DISEASE - POLICY LIMITS
	OTHER			\$ \$	

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL PROVISIONS:

Proof of coverage as respects the agreement between Burton Elementary School District and the City of Porterville for the Pi Day Pi K Fun Run on March 8, 2025

CERTIFICATE HOLDER: Agreement Term: 3/8/2025

City of Porterville
291 N Main Street
Porterville CA 93257

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



John Stephens

AUTHORIZED REPRESENTATIVE

ENDORSEMENT

ADDITIONAL COVERED PARTY

COVERED PARTY	COVERAGE DOCUMENT	ADMINISTRATOR
Burton Elementary School District Tulare County Schools SIA	NCR 00604-33	Keenan & Associates

Subject to all its terms, conditions, exclusions, and endorsements, such additional covered party as is afforded by the coverage document shall also apply to the following entity but only as respects to liability arising directly from the actions and activities of the covered party described under "as respects" below.

Additional Covered Party:

City of Porterville
291 N Main Street
Porterville CA 93257

As Respects:

Proof of coverage as respects the agreement between Burton Elementary School District and the City of Porterville for the Pi Day Pi K Fun Run on March 8, 2025

City of Porterville is named as Additional Covered Party but only as respects to operations under the Agreement are concerned.

This coverage shall be primary and non-contributory to the certificate holders coverage as respects the actions and activities of the Covered Party due to their sole negligence.



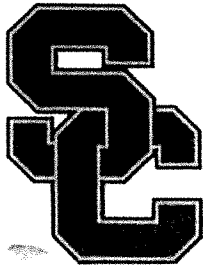
Authorized Representative

Issue Date: 2/4/2025



LIABILITY CERTIFICATE OF COVERAGE REQUEST

Today's Date: 1/30/2025	
JPA: Tulare County Self Insurance Authority	
District: Burton School District	
Contact: Chris Mano	Phone: 559 781-7265
Certificate Holder Name & Address	
Attn:	
Description of Operations	
Is this a Special Event	☒ Yes ☐ No
	Event Date(s) & Time March 8, 2025
	Location Summit Charter High School and surrounding streets
	SponsorBSD/SCHS
	Participants Students and Community
	Provide Details of Event 2 mile run/walk
	Special Requirements
Cross-Out Endeavor Clause ☐ Yes ☐ No	
Additional Insured / Additional Covered Party ☐ Yes ☐ No	
Other Additional Insured / Covered Party ☒ Yes ☐ No	
Name & Address	City of Porterville
	291 N Main Street
	Porterville, CA 93257



**SUMMIT COLLEGIATE
HIGH SCHOOL**

**CHARITY
EVENT**



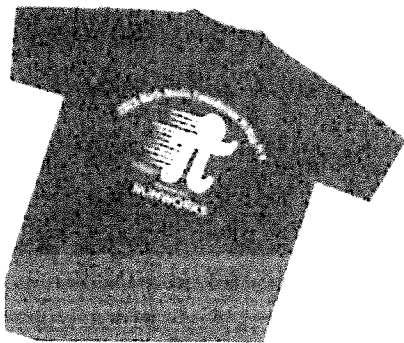
Math Medic

FOUNDATION

π Day π K

Presented by

NUMWORKS



**Come celebrate Pi Day with a
3.14 kilometer (approx. 2 miles)
run. Starts in the SCHS Parking
Lot!**

**All profits from this
event contribute to a
scholarship for SCHS
seniors majoring in
STEM**

SATURDAY

8 MARCH, 2025

08:00AM

**When signing up, make
sure to choose "Summit
Collegiate High School"
to ensure you receive
your shirt and medal!**



Website:

[MathMedic RunSignUp](#)



Location:

**15550 Redwood St. Porterville, Ca
93257**



CITY COUNCIL AGENDA – FEBRUARY 18, 2025

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 February 04, 2025, 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 Bourdreaux 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

Item No. 10.

daily census).

On May 4, 2023, the City received an updated draft License agreement for the use of the Armory, proposing a 1-year lease for exclusive use by the City effective May 5, 2023, through May 4, 2024. The draft agreement proposes no fee for the use of the facility, but that the City assume responsibility for the facility's utilities. On Monday, May 8th, the last remaining Army personnel left the facility, with the City now having complete exclusive use of the facility. At its meeting on May 16, 2023, the Council approved the updated draft License agreement for the 1-year exclusive use of the Armory.

On March 31, 2023, Governor Newsom issued Executive Order N-6-23 to support Tulare Lake Basin flood response, which streamlines State preparation, response and recovery actions and supports local flood response efforts and assist in preparing communities for the impacts of snowmelt runoff in the months ahead.

On April 3, 2023, President Biden granted a Major Disaster Declaration for the State of California, triggering the release of Federal funds to help individuals and communities recover from Severe Winter Storms, Straight-line Winds, Flooding, Landslides and Mudslides that occurred February 21, 2023, and continuing. Monterey and Tulare counties were designated in the Major Disaster Declaration for both Individual and Public Assistance, as well as Hazard Mitigation. On July 14, 2023, the Federal Emergency Management Agency (FEMA) made the determination to close the incident period effective July 10, 2023. Although the incident period has been closed, businesses and individuals may still apply for federal disaster assistance through September 1, 2023.

On May 17, 2023, Governor Newsom issued Executive Order N-7-23 to support Tulare Lake Basin flood response, which extends flood diversion and groundwater recharge flexibilities implemented for the Tulare Lake Basin, including Kern River floodwater to be allowed into the California Aqueduct.

On August 4, 2023, Governor Newsom issued Executive Order N-10-23 to streamline levee repairs and debris removal to help local communities recover from flooding and prepare for the next wet season.

At its meeting on April 4, 2023, the Council approved Resolution No. 15-2023, which authorized the appropriation of funds from the Catastrophic/Emergency Reserve Fund for the costs associated with the response to the local emergency including personnel, equipment, services and other necessary expenditures. At its meeting on April 18, 2023, the Council approved two emergency expenditures that exceeded \$5,000 in their acquisition, which included additional Water Rescue Equipment for the Fire Department (\$6,417.70) and the 30-day rental of two mobile shower/restroom units (\$13,151) for the Armory TEP due to the facility's restrooms and showers not being compliant with the

Americans with Disabilities Act (ADA). At its meeting on May 2, 2023, the Council approved two additional emergency expenditures that exceeded \$5,000 in their acquisition, which included a trailer-mounted 6" dewatering and sewage pump (\$77,396.67), and local trucking services of riprap material (\$5,436.00), both for the Public Works Department.

In support of two private personnel providing nightly security at the Armory as it continues to function as a temporary evacuation point and shelter, City staff has secured TopKnotch Security, Inc. as the security services provider. TopKnotch provided an agreement for security services for approximately \$18,000 per month (2 personnel at \$25/hour for 12 hours per day for 30 days per month), which the Council approved at its meeting on June 6, 2023. Due to violations by TopKnotch Security of its agreement with the City for security services, City staff terminated the agreement effective immediately on Friday, July 14, 2023, causing the Police Department to provide security services at the Armory on Friday, July 14 through Sunday, July 16, 2023. Beginning on Monday, July 17, 2023, Good Guard Security, Inc. began providing security services, which at its meeting on July 18, 2023, the Council approved an agreement for security services for approximately \$21,000 per month (2 personnel at \$28.95/hour for 12 hours per day for 30 days per month).

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

ATTACHMENTS:

1. Declaration of Local Emergency - March 13, 2023
2. Resolution No. 11-2023
3. Rio Vista Avenue Mandatory Evacuation Order - March 16, 2023
4. Tule River Banks Mandatory Evacuation Order - March 19, 2023
5. Governor Newsom Executive Order N-6-23
6. Governor Newsom Executive Order N-7-23
7. Governor Newsom Executive Order N-10-23
8. Federal Disaster Declaration Fact Sheet - April 3, 2023
9. License to Use State Military Property - April 14, 2023
10. City and County Memorandum of Understanding for Shelter Support
11. County of Tulare CalOES Shelter Support Request Letter - April 14, 2023
12. License to Use State Military Property - May 16, 2023
13. Federal Disaster Declaration Notice - July 14, 2023
14. Resolution No. 15-2023
15. Rescue Source & Rescue 3 Invoice: Water Rescue

- Equipment
16. Royal Restrooms Invoice: Mobile Shower-Restroom Units
 17. Rain for Rent Pump Invoice
 18. Mike Clark Trucking Invoice
 19. TopKnotch Security, Inc. Agreement
 20. Good Guard Security, Inc. Agreement
 21. Municipal Code Chapter 9 - Civil Defense and Disaster
 22. California Government Code 8558
 23. Armory Census Table

Appropriated/Funded:

Review By:

Department Director:
Jason Ridenour, Interim City Manager

Final Approver: Jason Ridenour, Interim 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:

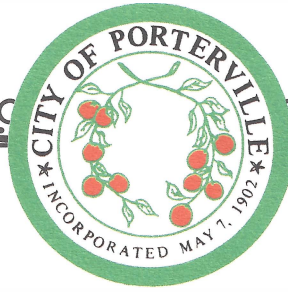
Fernando Gabriel-Moraga, Deputy City Clerk

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.

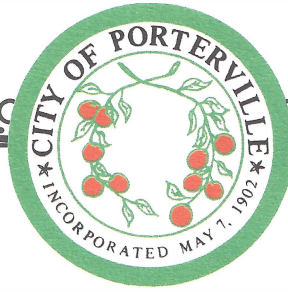
Jake Castellow
Chief of Police

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](https://www.tularecounty.ca.gov/emergencies).

A Temporary Evacuation point has been set up at Porterville College, 100 E College Avenue.

Jake Castellow

Chief of Police

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.

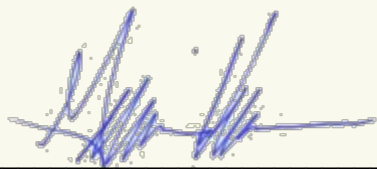
The Water Board shall post on its internet website all reports received pursuant to this subparagraph.

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).

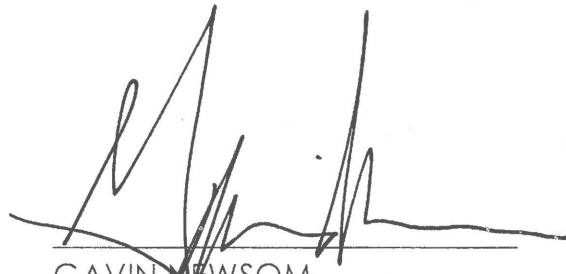
- f. The project proponent shall keep all repairs and construction to the minimum necessary to alleviate the emergency caused by the 2022- 2023 Winter Storm Events and limited to in-kind replacement or refurbishment of on-site features, although the project may undertake minor upgrading if bioremediation 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.

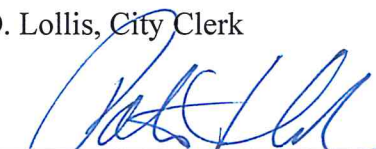
PASSED, APPROVED AND ADOPTED this 4th day of April, 2023.



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

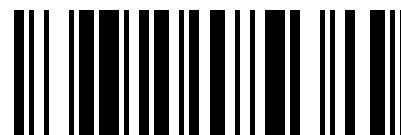
By: 
Fernando Gabriel-Moraga, Deputy City Clerk

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

1452 N. Vasco Road #101
Livermore, Ca 94551
Phone: 877.922.9980
Fax:(925) 337-8878

Cage Code 5HJ93

DATE:
INVOICE # 04-12-2023
FOR:
BILL TO: Portable Restrooms
Donnie Moore
dmoore@ci.porterville.ca.us
(559) 782-7539

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@royalrestroomsca.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
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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.

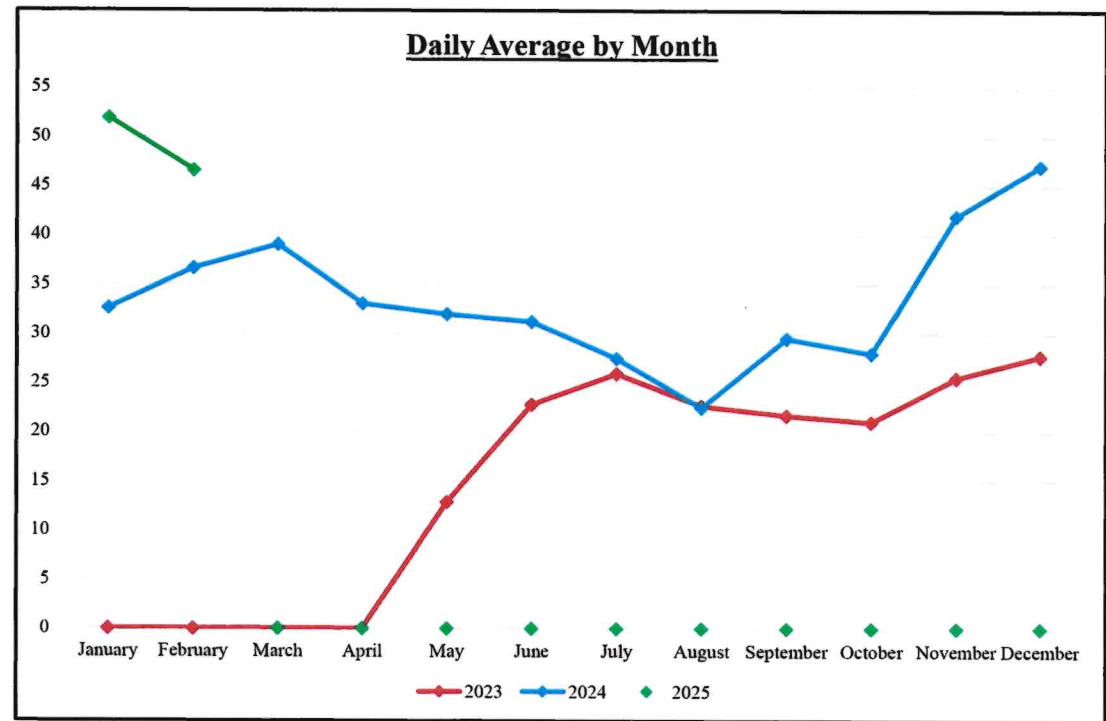
(c) (1) “Local emergency” means the duly proclaimed existence of conditions of disaster or of extreme peril to the safety of persons and property within the territorial limits of a county, city and county, or city, caused by conditions such as air pollution, fire, flood, storm, epidemic, riot, drought, 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.)

Daily Average by Month (Adults Only)			
	2023	2024	2025
January	-	32.55	51.87
February	-	36.59	46.55
March	-	39.00	-
April	-	33.03	-
May	12.85	31.97	-
June	22.80	31.20	-
July	25.97	27.48	-
August	22.68	22.48	-
September	21.70	29.53	-
October	21.03	28.00	-
November	25.53	41.97	-
December	27.77	47.06	-



**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
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Friday, July 28, 2023	25	0	0
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Thursday, January 16, 2025	59	0	4
Friday, January 17, 2025	53	0	5
Saturday, January 18, 2025	51	0	5
Sunday, January 19, 2025	57	0	6
Monday, January 20, 2025	55	0	6
Tuesday, January 21, 2025	58	0	6
Wednesday, January 22, 2025	54	0	5
Thursday, January 23, 2025	57	0	6
Friday, January 24, 2025	56	0	6
Saturday, January 25, 2025	54	0	5
Sunday, January 26, 2025	54	0	5

Monday, January 27, 2025	55	0	6
Tuesday, January 28, 2025	55	0	6
Wednesday, January 29, 2025	51	0	5
Thursday, January 30, 2025	48	0	5
Friday, January 31, 2025	45	0	5
Saturday, February 1, 2025	48	0	6
Sunday, February 2, 2025	53	0	6
Monday, February 3, 2025	52	0	6
Tuesday, February 4, 2025	42	0	6
Wednesday, February 5, 2025	40	0	6
Thursday, February 6, 2025	45	0	6
Friday, February 7, 2025	48	0	7
Saturday, February 8, 2025	47	0	7
Sunday, February 9, 2025	45	0	7
Monday, February 10, 2025	47	0	7
Tuesday, February 11, 2025	45	0	7



CITY COUNCIL AGENDA – FEBRUARY 18, 2025

SUBJECT: Public Hearing to Consider Adjustments to Lease Rates and Approval of the Master Ground Lease Agreement, Airport Lease Policy, and Hangar Rental Agreement for the Porterville Municipal Airport

SOURCE: Public Works

COMMENT: The City of Porterville owns and leases various properties at the Porterville Municipal Airport, including aircraft hangars, a restaurant building, aviation-related ground lease parcels, and farmland. Lease rates for these properties have remained unchanged for approximately twenty years, resulting in rates that are significantly below current market values.

To ensure compliance with Federal Aviation Administration (FAA) regulations, particularly Grant Assurance 24: Fee and Rental Structure, the City engaged The Hopper Company to conduct a market rent appraisal, completed on November 15, 2024. The appraisal provides updated market rent recommendations based on a comprehensive analysis of comparable properties and market trends.

The proposed lease rate adjustments align with market conditions, FAA regulations, and best practices in aviation facility management. Lease rate adjustments adopted by the City Council will take effect on March 1, 2025, and apply to all new leases and lease renewals executed after that date. The adjustments are expected to generate up to an additional \$72,000 annually, which will be reinvested into airport infrastructure improvements, ensuring long-term operational sustainability.

The following table summarizes the current and recommended lease rates for the various property types:

Property Type	Current Lease Rate	Recommended Lease Rate
Enclosed Hanger	\$.03 per sq. ft./month	\$.20 - \$.25 per sq.ft./month
T-Hanger	\$68.60 per unit/month	\$200 per unit/month
Commercial (Non-Aviation)	\$0.45 per sq. ft./month	\$1.25 per sq. ft./month
Small Land Parcels	\$0.39 per sq.ft./year	\$0.80 per sq.ft./year
Large Land Parcels	\$0.30 per sq. ft./year	\$0.39 per sq. ft./year
Air Attack Base	Varies	\$5,000 per acre/year
Irrigated Farmland	Varies	\$165 per acre/year
Parachute Landing	\$40 per acre/year	\$40 per acre/year
Dry Farmland	\$35 per acre/year	\$35 per acre/year

The public hearing provides tenants and stakeholders with an opportunity to voice their opinions on these proposed adjustments. Public participation ensures transparency and allows the City Council to consider public input before finalizing the rates.

Pursuant to California Government Code Section 6066, the City has published a notice of this public hearing in a newspaper of general circulation for ten days. Additionally, all current airport tenants have been notified in writing of the proposed lease rate adjustments and the availability of the draft Master Ground Lease Agreement, Airport Lease Policy, and Hangar Rental Agreement for review.

The Airport Lease Policy establishes the City's guidelines for leasing airport properties, ensuring compliance with FAA regulations, financial sustainability, and equitable leasing practices. The policy standardizes leasing terms, defines aeronautical and non-aeronautical uses, and outlines FAA-mandated provisions.

A draft Master Ground Lease Agreement has been prepared to standardize lease terms, improve compliance with FAA regulations, and address obligations outlined in Grant Assurances 22, 23, and 24.

A draft Hangar Rental Agreement has been developed to provide consistency in the rental terms for aircraft storage hangars, ensuring compliance with airport policies and FAA grant assurances.

Key Provisions of the Master Ground Lease Agreement and Hangar Rental Agreement include the following:

- Lease Term: Initial term of five years with options for four successive five-year renewal periods.
- Rent Adjustments: Annual cost-of-living adjustments based on the Consumer Price Index (CPI) and periodic appraisals to maintain fair market value.
- Lessee Obligations: Maintenance of leased premises, compliance with FAA safety and operational standards, and adherence to environmental requirements.
- FAA Compliance: Incorporates FAA Grant Assurances 22 (Economic Nondiscrimination), 23 (Exclusive Rights), and 24 (Fee and Rental Structure).

RECOMMENDATION: That the City Council:

1. Conduct a public hearing to consider adjustments to

lease rates for properties at the Porterville Municipal Airport based on the findings of the market rent appraisal report; and

2. Approve the proposed lease rate adjustments to ensure compliance with Federal Aviation Administration (FAA) regulations and financial sustainability of airport operations; and

3. Approve the Master Ground Lease Agreement, Airport Lease Policy, and Hangar Rental Agreement for use with airport lessees, ensuring compliance with FAA regulations and grant assurances, pending final approval by the City Attorney; and

4. Approve the attached draft Resolution to formally adopt the lease rate adjustments and authorize implementation.

ATTACHMENTS:

1. Draft Resolution
2. Appraisal - Market Rents at Porterville Municipal Airport
3. Draft 2025 Airport Ground Lease Agreement with Exhibits
4. Draft Hanger Rental Agreement
5. Draft Airport Lease Policy

Appropriated/Funded:

Review By:

Department Director:
Richard Tree, Director of Transportation

Final Approver: Jason Ridenour, Interim City Manager

RESOLUTION NO. ____-2025

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE
APPROVING ADJUSTMENTS TO LEASE RATES FOR THE PORTERVILLE
MUNICIPAL AIRPORT AND AUTHORIZING IMPLEMENTATION**

WHEREAS, the City of Porterville ("City") owns and leases various properties at the Porterville Municipal Airport, including aircraft hangars, a restaurant building, aviation-related ground lease parcels, and farmland; and

WHEREAS, in accordance with Porterville City Code Chapter 4, Section 4-1.00(C), the City has the authority to regulate airport operations, including lease agreements and rental structures, to ensure compliance with federal, state, and local regulations; and

WHEREAS, lease rates for these properties have remained unchanged for several years, resulting in rates that are significantly below current market values; and

WHEREAS, the Federal Aviation Administration ("FAA") requires the City to maintain a fee and rental structure that ensures self-sustainability and compliance with Grant Assurance 24: Fee and Rental Structure; and

WHEREAS, the City engaged The Hopper Company to conduct a market rent appraisal, completed on November 15, 2024, which provides updated market rent recommendations based on comparable properties and market trends; and

WHEREAS, the proposed lease rate adjustments are necessary to align with market conditions, ensure compliance with FAA regulations, and maintain the financial sustainability of airport operations; and

WHEREAS, the City has notified all affected tenants and published the required public notice in accordance with California Government Code Section 6066; and

WHEREAS, a duly noticed public hearing was conducted on February 18, 2025, at which tenants and stakeholders were provided an opportunity to present their comments regarding the proposed lease rate adjustments; and

WHEREAS, the City Council has reviewed and considered all public comments and supporting documentation regarding the proposed adjustments and finds them to be in the best interest of the City and the continued operation of the Porterville Municipal Airport; and

WHEREAS, in accordance with Porterville City Code Chapter 4, Section 4-1.00(C), the City has the authority to regulate airport operations, including lease agreements and rental structures, to ensure compliance with federal, state, and local regulations.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council hereby approves the adjustments to lease rates for properties at the Porterville Municipal Airport as further detailed in Attachment A.
2. The revised lease rates shall become effective on March 1, 2025, and shall apply to all new leases and lease renewals executed after that date.
3. The City Manager or designee is authorized to implement the new lease rates, notify all affected tenants, and execute lease agreements consistent with the adopted Master Ground Lease Agreement, as provided under Porterville City Code Chapter 4, Article VI.
4. The City Clerk shall certify the passage and adoption of this Resolution and enter it into the official records of the City of Porterville.

PASSED, APPROVED AND ADOPTED this 18th day of February 2025.

Greg Meister, Mayor

ATTEST:

Jason Ridenour, Interim City Clerk

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

Attachment A

Property Type	Lease Rate
Enclosed Hangar	\$0.20 - \$0.25 per sq. ft./month
T-Hangar	\$200 per unit/month
Commercial (Non-Aviation)	\$1.25 per sq. ft./month
Small Land Parcels	\$0.80 per sq. ft./year
Large Land Parcels	\$0.39 per sq. ft./year
Air Attack Base	\$5,000 per acre/year
Irrigated Farmland	\$165 per acre/year
Parachute Landing	\$40 per acre/year
Dry Farmland	\$35 per acre/year
Sewer Sludge	\$40 per acre/year

APPRAISAL REPORT



PORTERVILLE MUNICIPAL AIRPORT

Market Rent of Airport Properties
1893 South Newcomb Street
Porterville, California

Date of Value:
November 15, 2024

Client:
City of Porterville



HopperCompany
Real Property Valuation



HopperCompany
Real Property Valuation

December 6, 2024

Claudia Calderon, Acting Community Development Director
City of Porterville
291 North Main Street
Porterville, California 93257

RE: *Market rent appraisal of Porterville Municipal Airport properties in Porterville, California.*
Our file no. 24-091.

Dear Ms. Calderon:

We are pleased to transmit the attached appraisal report, which communicates our opinions of rental value for a variety of properties owned by the City of Porterville that are part of the Porterville Municipal Airport. These properties include aircraft hangar buildings, a restaurant café building, sites suitable for aircraft-related uses, and farmland in and around the airport.

The City of Porterville is reviewing their existing leases for these properties as well as marketing available properties to potential tenants, and an appraisal is needed to help determine market rent levels. The client for the assignment is the City of Porterville and they have ordered the attached appraisal.

The purpose of the appraisal is to provide opinions of market rent for the leased fee interest in each of the various airport-related property types that the city owns. Some of the valuations are specific to an individual property, while other valuations relate to a type of property where there are numerous such facilities. The effective date of value is November 15, 2024 and these are current value estimates.

Any reader of the attached report is cautioned to understand the limited purpose for which it has been prepared. Reliance upon the information, data, or conclusions indicated within the report by anyone other than the client, or for any reason other than the intended use that is stated, is inappropriate. This letter simply transmits the attached appraisal report and it should not be considered the report itself.

Thank you for this appraisal assignment. If you have any questions about the valuation or the written appraisal report, please contact us.

Sincerely,

Ross E. Lenz, MAI
CA #AG043508 (expires 1/10/2026)

Keith J. Hopper, MAI, R/W-AC, AI-GRS
CA #AG002559 (expires 10/4/2026)

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INTRODUCTION TO THE APPRAISAL



HopperCompany
Real Property Valuation

THE APPRAISAL PROBLEM

The Porterville Municipal Airport is a general aviation facility encompassing some 940 acres in Porterville, California. It is owned by the City of Porterville and operated as a public-use facility that serves both private and governmental users. A variety of land and building types are available for rental, including aircraft hangar buildings, a restaurant café building, sites suitable for aircraft-related uses, and dry and irrigated farmland.

The City of Porterville is reviewing their existing leases for these properties as well as marketing available properties to potential tenants, and an appraisal is needed to help determine market rent levels. The client for the assignment is the City of Porterville and they have ordered this appraisal. No other intended users or uses of the appraisal have been identified.

The purpose of the appraisal is to provide opinions of market rent for the leased fee interest in each of the various airport-related property types that the city owns. Some of the valuations are specific to an individual property, while other valuations relate to a type of property where there are numerous such facilities. The effective date of value is November 15, 2024, which is when the properties were inspected by the appraisers, and these are current value estimates.

The appraisal has been prepared in compliance with the Uniform Standards of Professional Appraisal Practice (USPAP) of the Appraisal Foundation and the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute. The results of the appraisal are being communicated in this narrative-style appraisal report that provides a concise presentation of the important facts and information having an impact on the value of the subject properties.

There are several underlying assumptions and conditions that are made throughout this appraisal that affect the value conclusions that are reached. They are detailed later in the *Assumptions and Limiting Conditions* section of this report and should be fully read and understood to have a proper basis on which to consider the value conclusions.

The appraisers who have prepared and signed this appraisal report are competent to value this type of property and are qualified under the competency rule of the USPAP. A detailed list of the appraisers' qualifications is shown in the addenda of this report. No one else provided significant professional assistance to the persons signing this report.

This appraisal report is a copyrighted work and neither all nor any part of this document may be copied, reproduced, transmitted, or incorporated into any information retrieval system in any form or by any means without the express written permission of the authors. The descriptions, data, analyses, opinions, and conclusions contained herein are intended for the exclusive use of the client and are to be used solely for the intended use that is stated. The Hopper Company retains all ownership of this work and the client is simply granted a license to use the work for the intended use. © Copyright 2024 by the Hopper Company. All Rights Reserved.

DEFINITIONS OF TERMS

The following terms are used throughout this appraisal report.

Appraisal: The act or process of developing an opinion of value; an opinion of value (noun). Of or pertaining to appraising and related functions such as appraisal practice or appraisal services (adjective). (*Uniform Standards of Professional Appraisal Practice*, Appraisal Foundation, 2024 edition, pg. 3).

Report: Any communication, written or oral, of an appraisal or appraisal review that is transmitted to the client or a party authorized by the client upon completion of an assignment. Two types of reports may be written under USPAP: Appraisal Report or Restricted Appraisal Report. (*Uniform Standards of Professional Appraisal Practice*, Appraisal Foundation, 2024 edition, pg. 6).

Real Estate or Real Property: Real estate is an identified parcel or tract of land, including improvements, if any. Real property is the interests, benefits, and rights inherent in the ownership of real estate. (*Uniform Standards of Professional Appraisal Practice*, Appraisal Foundation, 2024 edition, pg. 5).

Market Rent: The most probable rent that a property should bring in a competitive and open market under all conditions requisite to a fair lease transaction, the lessee and lessor each acting prudently and knowledgeably, and assuming the rent is not affected by undue stimulus. Implicit in this definition is the execution of a lease as of a specified date under conditions whereby:

1. Lessee and lessor are typically motivated;
2. Both parties are well informed or well advised, and acting in what they consider their own best interests;
3. Payment is made in terms of cash or in terms of financial arrangements comparable thereto; and
4. The rent reflects specified terms and conditions typically found in that market, such as permitted uses, use restrictions, expense obligations, duration, concessions, rental adjustments and revaluations, renewal and purchase options, frequency of payments (annual, monthly, etc.), and tenant improvements (Tis).

(*The Dictionary of Real Estate Appraisal*, 7th edition, Appraisal Institute, 2022, pg. 116-117).

Fee Simple Interest: Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat. (*The Dictionary of Real Estate Appraisal*, 7th edition, Appraisal Institute, 2022, pg. 73).

Leased Fee Interest: The ownership interest held by the lessor, which includes the right to receive the contract rent specified in the lease plus the reversionary right when the lease expires. (*The Dictionary of Real Estate Appraisal*, 7th edition, Appraisal Institute, 2022, pg. 105).

Personal Inspection: The appraiser's in-person observation of the subject property performed as part of the scope of work. An appraiser's personal inspection is typically limited to those things readily observable without the use of special testing or equipment. A personal inspection is not the equivalent of an inspection by an inspection professional (e.g., a structural engineer, home inspector, or art conservator). (*Uniform Standards of Professional Appraisal Practice*, Appraisal Foundation, 2024 edition, pg. 5).

SCOPE OF WORK IN THE APPRAISAL

The scope of work undertaken in this appraisal refers to the type and extent of research and analysis that is performed in answering the appraisal problem and completing the assignment. An appropriate scope of work is determined based on input from the client and it leads to credible assignment results as measured within the context of the intended use of the appraisal. The scope of work includes the degree to which the subject properties are identified and inspected, the type of data that is sought and the level of research that is performed, and the type and extent of analyses that are applied to arrive at opinions and conclusions. Credible assignment results require support by relevant evidence and logic. (*Uniform Standards of Professional Appraisal Practice*, Scope of Work Rule, Appraisal Foundation, 2024 edition, pgs. 15-16).

Subject Property Identification & Inspection

In this appraisal, the appraisers have sought to become as knowledgeable about the subject properties and the market within which they operate as typical market participants would be. With this goal in mind, it is important to recognize that the appraisal is performed with a limited amount of data and that various legal, monetary, and time constraints may preclude the appraisers from making exhaustive investigations.

The following tasks and investigations have been performed:

- The assignment was ordered by Claudia Calderon, Acting Community Development Director for the City of Porterville.
- A meeting was held with Richard Tree, Airport Manager, on September 25, 2024 to discuss the appraisal assignment and the statuses of the subject properties. A request was made for certain information that is relevant to the assignment, and Mr. Tree provided a list and maps of the properties to be appraised, details about their sizes, and information about typical lease terms.
- Mr. Tree also gave a tour of the airport on that date. During this inspection, the appraisers viewed the various facilities and took notes and photographs of them.
- Once additional information was provided and the assignment modified, the appraisers visited the airport again on November 15, 2024 to inspect the properties again along with some additional properties.
- Research was performed to determine the property ownerships and an ownership history for each property is researched going back a minimum of three years.
- Investigations were made into the applicable zoning and other land use restrictions impacting the use and development of the properties.

Data Research

To properly understand the market in which the subject properties operate, several additional steps are taken:

- The surrounding neighborhood area has been visually inspected to identify existing land use patterns and trends, property conditions, potential market transactions, and other influences affecting the properties.

- Demographic, regulatory, and economic data on the neighborhood, city, and region of each property are collected from various governmental, Internet, and private sources to help in identifying trends that may be impacting their values.
- Specialized research is made into the unique characteristics of each property's market segment to better understand the forces and factors that influence value and the market conditions affecting supply and demand.
- Discussions are held with various market participants to gain insight into market conditions and transactions, including other local airport managers, farmers, and appraisers.
- Efforts are made to verify the market data with parties who are knowledgeable of the transactions. All the data used in this appraisal is believed to be reliable and correct, and where inconsistencies or conflicting information is provided only the most trustworthy data is used.

Valuation Analysis

Once the necessary background information about the subjects and their market area are gathered, the following analysis is performed.

- Due to the nature of the subject properties, a rental comparison approach to value is performed for each of the property types.
- The results of the appraisal process are then communicated in this narrative-style appraisal report that provides a concise presentation of the important facts and information having an impact on the rental value of the subject properties.

EFFECTIVE DATE OF VALUE AND APPRAISAL REPORT

The effective date of value represents the point in time to which the appraisal analyses and opinions pertain, and in this report the date of value is November 15, 2024. This is when the appraisers made their most recent inspection of the airport properties, and all assumptions and analyses used in the appraisal are based upon valuing the properties as of this point in time. The concluded values are current value estimates because the effective date is concurrent with the date that the appraisal report was prepared.

The date of the appraisal report is December 6, 2024. This is the point in time when the final value conclusions were established and the completed appraisal report was transmitted to the client. This date helps to establish the perspective of the appraisers in relation to the effective date of value.

ASSUMPTIONS AND LIMITING CONDITIONS

The assumptions and limiting conditions listed below are central to this appraisal. The list includes basic assumptions and limiting conditions that are typical of many appraisal assignments as well as any extraordinary assumptions or hypothetical conditions that are specific to the subject properties and this assignment. This appraisal should only be relied upon within the context of these items.

Basic Assumptions

1. The information and data reported in this appraisal has been obtained from sources that are deemed to be reliable. They are believed to be correct, but cannot be guaranteed by the appraisers. Sources such as government agencies, financial institutions, attorneys, accountants, appraisers, brokers, and buyers and sellers are believed to be true and correct unless conflicting information is discovered through another source. In cases of conflicting information, only reasonable and verifiable data is used, however, no responsibility for the accuracy of such information is assumed by the appraisers.
2. It is assumed that all information provided by the property owner and any persons employed by them is accurate and complete. This would include information about the subject properties' physical condition, current and past economic performance, lease agreements, condition of title, and any other items or details that could potentially impact the properties' valuation.
3. The effective date of value that applies to the opinions expressed in this report is set forth in the appraisal report. The appraisers assume no responsibility for events, conditions, or circumstances that may subsequently arise and alter the economic or physical condition of the subject properties and the opinions and conclusions stated herein.
4. No opinion as to title is rendered. Data on ownership and legal descriptions have been obtained from sources generally considered reliable. Title is assumed to be marketable and free and clear of all liens and encumbrances, easements, and restrictions except those specifically expressed in the report.

5. It is assumed that the properties are in full compliance with all applicable zoning and use restrictions unless otherwise indicated in the report. It is further assumed that the properties are in complete compliance with all federal, state, and local laws and regulations governing environmental issues, unless otherwise indicated.
6. The properties are appraised assuming them to be under responsible ownership and competent management. It is assumed that all required licenses, consents, and other legislative or administrative authority have been or can be obtained for any use on which the value estimates contained in this report have been based.
7. No encroachment of real property improvements is known to exist, and it is assumed that the utilization of the land and any improvements is within the boundaries of the property lines of the properties described in this report, unless otherwise indicated.
8. It is assumed, unless indicated to the contrary in this report, that there are no hidden or unapparent conditions of the properties, their subsoils, or any structures that would render them more or less valuable. No responsibility is assumed for such conditions, and any reports provided to the appraisers by experts in these matters are accepted as true and correct.
9. No opinion regarding the value of subsurface oil, gas, or mineral rights is expressed. The properties are not believed to be encumbered by easements nor rights to surface entry for the exploration or removal of such materials unless expressly stated.
10. Unless otherwise stated in this report, the existence of hazardous material substances, including without limitation asbestos, polychlorinated biphenyls, urea-formaldehyde, foam insulation, petroleum leakage, agricultural chemicals, or other potentially hazardous materials, which may or may not be present on the subject properties, were not called to the attention of nor did the appraisers become aware of such during the appraisers' inspection. The appraisers have no knowledge of the existence of such materials on or in the properties unless otherwise stated. The appraisers, however, are not qualified to test or detect such substances. The presence of such hazardous substances may affect the value of the properties. Unless otherwise indicated in the report, all values estimated in this appraisal assume that no hazardous substances exist on or in the properties or in such proximity to them that would cause a loss in value. No responsibility is assumed for any hazardous substances or for any expertise or knowledge required to discover them. The client is urged to retain an expert in this field, if desired.
11. This appraisal report should not be considered an inspection report on the physical nature or condition of the properties. The subjects have been inspected on a casual level and no attempt beyond ordinary visual inspection has been made to determine the adequacy or condition of the properties. The appraisers are not construction, engineering, environmental, or legal experts, and any statements given on these matters should be considered preliminary in nature. It is assumed, unless otherwise noted, that all improvements meet applicable building codes.

Limiting Conditions

12. This appraisal is provided only for the purpose of property valuation and the appraisers are neither qualified nor attempting to go beyond that narrow scope. The reader should be aware

that there are inherent limitations to the accuracy of the information and analysis contained in this appraisal.

13. The liability of the appraisers and the Hopper Company is limited solely to the client and only to the amount of the fee actually paid for the appraisal services. Any third parties not identified as intended users who rely upon this appraisal, its facts, or conclusions, do so at their own risk and waive the right to bring any action, directly or indirectly, against the appraisers or firm.
14. The appraisal report is a technical document designed to serve the specific needs of the client and any other intended users that are specifically identified. Other readers are cautioned that the report may not contain all the information known by the appraisers concerning the subject properties or the real estate market. While no factors considered to be significant have been knowingly withheld, there is a potential that information of importance to another reader may not be included in the report.
15. This appraisal is performed with a limited amount of data. These limitations arise from economic, physical, and legal constraints that prohibit the appraisers from making exhaustive investigations about the subject properties, the real estate market, and the comparable data.
16. A reasonable attempt to gather, investigate, and verify the comparable data used in this appraisal is made by the appraisers consistent with the efforts typically made by other real estate professionals operating in the local market. However, the analyses and conclusions used in this appraisal are subject to the accuracy of such data.
17. No opinion is intended to be expressed for legal matters or that which requires specialized investigation or knowledge beyond that ordinarily employed by real estate appraisers.
18. No engineering survey of the properties has been made by the appraisers. Data relative to size, dimensions, and area are derived from sources deemed reliable. Maps, plats, and exhibits included in the report are for illustration only and should not be relied upon for any other purpose.
19. Neither all nor any part of the contents of this report shall be conveyed to the public through advertising, public relations, news, sales, or other media without the prior written consent and approval of the authors, particularly as to the valuation conclusions, the identity of the appraisers or firm with which they are connected, or any reference to the Appraisal Institute or to the MAI or AI-GRS designations.
20. Possession of this report or any copy thereof does not carry with it the right of publication, nor may the same be used for any purpose by anyone except the appraisers, without the previous written consent of the appraisers, and in any event, only in its entirety.
21. No right to expert testimony is included with this report and the fee for this appraisal does not include payment for pre-trial conferences, taking of depositions, exhibit preparation, expert witness fees, or other additional work beyond the initial scope of this assignment. If the appraisers are subsequently required to provide any such services, the client or party initiating the demand will be responsible for payment of expert fees associated with the time and effort needed to provide them.

22. The Americans with Disabilities Act (ADA) became effective January 26, 1992. The appraisers have not made a specific compliance survey and analysis of the subject properties to determine whether or not they are in conformity with the various detailed requirements of the ADA. It is possible that a compliance survey of the properties together with a detailed analysis of the requirements of the ADA could reveal that the properties are not in compliance with one or more of the requirements of the act. If so, this fact could have a negative effect upon the value of the properties. Since the appraisers have no direct evidence relating to this issue, possible non-compliance with the requirements of ADA was not considered in estimating the values.
23. The age of any improvements to the subject properties mentioned in this report should be considered an estimate based upon circumstantial, conversational, or documented evidence.
24. No separation of land and any improvement values may be used for any other purpose than that delineated elsewhere in this report.

CERTIFICATION OF THE APPRAISAL

We certify that, to the best of our knowledge and belief:

- The statements of fact contained in this report are true and correct.
- The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are our personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- We have no present or prospective interest in the properties that are the subjects of this report and no personal interest with respect to the parties involved.
- We have performed no services, as appraisers or in any other capacity, regarding the properties that are the subjects of this report within the three-year period immediately preceding acceptance of this assignment.
- We have no bias with respect to the properties that are the subjects of this report or to the parties involved with this assignment.
- Our engagement in this assignment was not contingent upon developing or reporting predetermined results.
- Our compensation for completing this assignment is not contingent upon the development or reporting of predetermined values or a direction in value that favors the cause of the client, the amount of the value opinions, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- Our analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice (USPAP).
- We have made a personal inspection of the properties that are the subjects of this report.
- No one provided significant real property appraisal assistance to the persons signing this certification.
- The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute.
- The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
- As of the date of this report, we have completed the continuing education program for Designated Members of the Appraisal Institute.
- We are competent to complete this appraisal assignment. Any steps necessary to achieve competency are disclosed in this report.
- This appraisal assignment was not based on a requested minimum valuation, a specific valuation, or the approval of a loan.



Ross E. Lenz, MAI
CA #AG043508 (expires 1/10/2026)



Keith J. Hopper, MAI, R/W-AC, AI-GRS
CA #AG002559 (expires 10/4/2026)

REGIONAL AREA AND NEIGHBORHOOD INFORMATION



HopperCompany
Real Property Valuation

REGIONAL AREA INFORMATION

The Porterville Municipal Airport is in the city of Porterville in Tulare County, California. The county is near the center of the state in the heart of the San Joaquin Valley, a vast 450-mile-long region that forms its interior. While the Valley has long been overshadowed by the major metropolitan areas of Southern California and the Bay Area, it is now the fastest growing section of California and is a rich agricultural region that is often referred to as the “bread basket of the world.” The county of Tulare is one of six counties comprising the southern San Joaquin Valley region of California and it is made up of eight incorporated cities and over 40 smaller unincorporated communities.

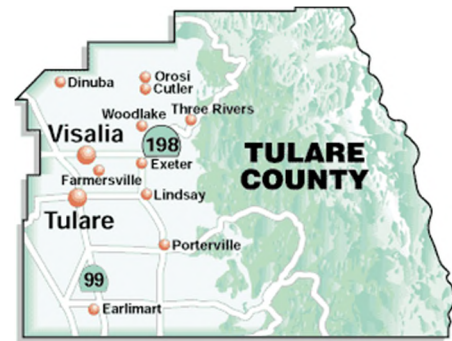


Porterville is in the southern section of Tulare County along the foothills of the Sierra Nevada Mountains. The city is 24 miles southeast of Visalia along State Route 65 and some 51 miles north of Bakersfield, the two largest nearby cities. Porterville is also centrally located within California being 165 miles north of Los Angeles, 171 miles east of the Central Coast, and 253 miles south of San Francisco.

Geography

Tulare County is situated between the Sierra Nevada Mountains to the east and the Coastal Mountains to the west. It covers nearly 4,935 square miles with about one-third of the area on the valley floor. The remaining land area is principally in the eastern section of the county and it consists of foothills, timbered slopes, and high mountains. Elevations vary from 270 feet above sea level on the valley floor to a peak of 14,495 feet at the top of Mount Whitney, the highest point in the continental United States.

The county is an area of superlatives and it serves as home to the nation’s tallest mountain, the world’s largest tree, the world’s biggest dairy herd, and the oldest living thing on earth. The giant Sequoia trees, some of the largest and oldest living things, are found in the Sequoia National Park.¹



Location & Accessibility

Porterville is one of a relatively small number of medium-sized San Joaquin Valley communities that are not situated along State Route 99, the main corridor running through the heart of the state. Instead, Porterville lies some 30 miles to the east of Highway 99 at the intersection of State Routes 65 and 190. This remoteness gives Porterville a unique character.

Both Route 65 and Route 190 connect to Route 99, which makes for relatively good accessibility for both truck and passenger traffic. There are several major truck carriers that provide daily service to the area.

¹ Tulare County Economic Development Corporation, www.sequoiavalley.com.

as well as overnight service to the major metropolitan areas of California. The nearest port facilities are the Los Angeles harbor some 168 miles to the south and the Stockton port situated 193 miles northward. General aviation and charter airplane services are available at the Porterville Municipal Airport.

Population Trends

While often viewed as the downtrodden sibling to California's coastal powers, the San Joaquin Valley has emerged as an area on the rise as it has outpaced the Bay Area and Southern California in both population and economic growth. Of the twenty fastest-growing counties in the state, twelve are in the Valley. While many Valley counties have strong birth rates, suggesting residents planting roots in the region are doing so to have children in a place that is far more affordable than the coastal counties, the Valley is also seeing an influx of new residents from other parts of the United States. At the same time, the Bay Area and Southern California are losing tens of thousands of residents to other parts of the state and country.



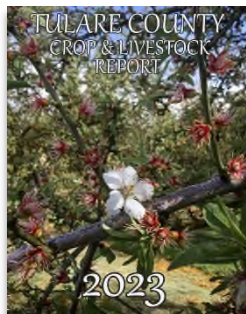
California's Department of Finance placed Tulare County's population at 478,918 people as of January 2024, ranking it 17th in size amongst California's 58 counties. This is an increase of 0.9% or 4,238 people over the previous twelve months, and it distinguishes the area as the 8th fastest growing county in California during 2023.² The state saw a 0.2% increase in population, the first such growth in four years following a period of significant exodus. The southern San Joaquin Valley contributed greatly to the state's gains with all six of its counties showing population increases. Over the past ten years, Tulare County's population has grown by 3.7% or a compounded rate of 0.4% per year, and it has continued to increase every year for more than 50 years.

Porterville registered a population of 62,934 people at the beginning of 2024 for an increase of 426 residents or 0.7% for the year. This ranks Porterville fifth amongst Tulare County cities for the rate of growth last year and establishes it as California's 141st largest city.



Economy & Industry

The primary industry in Tulare County is agriculture and in 2023 the county ranked as the third highest grossing area in the United States with a total commodity value of \$7.867 billion. This is a decline of \$745.7 million or -8.7% from the prior year's production value of \$8.612 billion, which was an historic high, and it represents the fourth highest valuation on record.



Milk remains the county's leading commodity with a value of \$2.039 billion or 26% of the total crop value, and its \$632.1 million reduction in value over the last year contributed greatly to the county's loss. A 3.9% decrease in milk production coupled with a \$7.00 per hundredweight fall in pricing led to the loss. While Tulare County is a leading milk producing area in the U.S., the local dairy industry is struggling under the weight of growing environmental regulations, rising labor

² California Department of Finance, www.dof.ca.gov

costs, and fluctuating milk prices, which have led some operators to relocate to other states or simply close their facilities.

Value declines were also seen for field crops (-26%), nursery products (-5%), and fruit and nuts (-2%), while increases were recorded for vegetables (46%), livestock and poultry (20%), and apiary products (14%). Following milk at number one, other top crops included grapes (\$997 million), cattle and calves (\$911 million), oranges (\$797 million), pistachios (\$506 million), almonds (\$388 million), tangerines (\$366 million), lemons (\$214 million), nectarines (\$206 million), and corn (\$196 million).

Tulare County's crops provide food and fiber to nearly 90 countries throughout the world with the top export countries being China, Korea, Japan, Mexico, Taiwan, and India.³

Labor & Employment

Farm-related employment represents more than one-quarter of all jobs in Tulare County and it is perpetually the largest employment sector. Other sectors that make up the local economy include government, retail trade, manufacturing, educational and health services, leisure and hospitality, professional and business services, and construction.

Tulare County's available labor pool was 212,300 people as of October 2024 with an unemployment rate of 9.8% for the month. This is higher than the 9.3% jobless level of the previous month, but is consistent with the 9.8% rate experienced a year ago. The job market made great strides in recovering from the peak unemployment level of 18.7% that was experienced in April 2020 when awareness of the COVID-19 virus became widespread, dropping to as low as 7.1% in May 2022, but more recently the economy has slowed and the jobless rate has risen again. For the month, Tulare County ranked 57th out of 58 counties in California for unemployment.

Porterville's labor force was 26,500 workers in October 2024 with unemployment of 13.5% for the month. This is similar to the 13.6% jobless level that was reported a month earlier, but is down from the 14.9% experienced a year ago. Some of Porterville's largest employers include the Porterville Developmental Center, Porterville Unified School District, Walmart, and Sierra View Local Health Care District.

Real Estate Market

The local real estate market has generally been on an upward trend for more than a decade with only periodic pauses in property value appreciation before resuming its push higher to historic value levels. The rate of value appreciation has slowed in the past two years due to sharp increases in interest rates and steep inflation, but the market has been resilient and property values been steady to increasing.

Previously, home values in Tulare County peaked in December 2005 with a median house price of \$269,711, and the low point in the market was reached in April 2011 when house prices sat at a median level of just \$111,600. Since the low point of the trough, house values have recovered nicely and in June

³2023 Tulare County Crop and Livestock Report, September 2024, Tulare County Agricultural Commissioner/Sealer.

2020 the median value stood at \$270,000, eclipsing the previous record high for the first time. Since then, existing home prices have continued to rise reaching a new all-time high of \$391,750 in October 2024.⁴

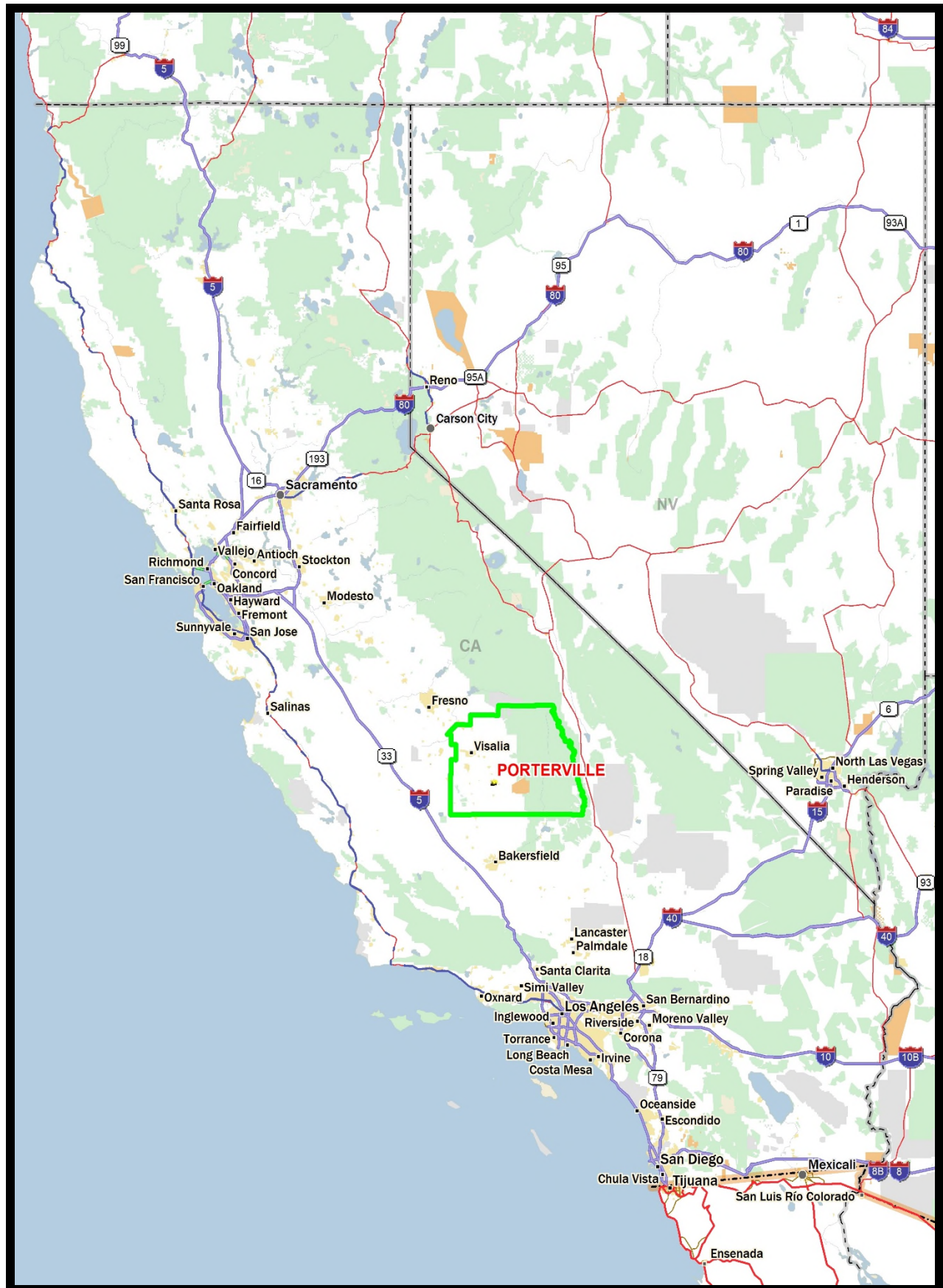
Commercial property values in the local market tend to follow similar trends to those being seen nationally. According to the October 2024 *RCA Commercial Property Price Index*, a published index that tracks price changes by examining re-sales of commercial properties across the United States, the aggregate index for the core property types (office, retail, industrial, and multifamily) in non-major metropolitan areas saw a 0.2% increase in property prices in the last month. Over the prior 12-month period the index is down -0.8%. “Commercial property prices continued to stabilize in October as the U.S. market gradually moves into recovery mode. . . . As the Federal Reserve began to implement rate cuts earlier this year, the uncertainty on inflation and borrowing costs, which had previously depressed transaction activity, started to diminish. Less uncertainty could foster greater alignment between buyers and sellers on asset pricing as we head into the new year.”⁵

Conclusions

In general, Tulare County and the city of Porterville are rural areas located in the center of California’s San Joaquin Valley agricultural region. Both experienced population growth in 2023, with Porterville once again showing gains after seeing losses in the two prior years. Unemployment levels remain some of the highest in California and have been trending higher over the last year as the economy slows. The commercial real estate market continues to show unrest as high interest rates, steep inflation, and the upcoming U.S. Presidential election cause uncertainty.

⁴ *Median Prices of Existing Detached Homes*, California Association of Realtors, www.car.org

⁵ *RCA Commercial Property Price Indices*, October 2024, Real Capital Analytics, www.rcanalytics.com.

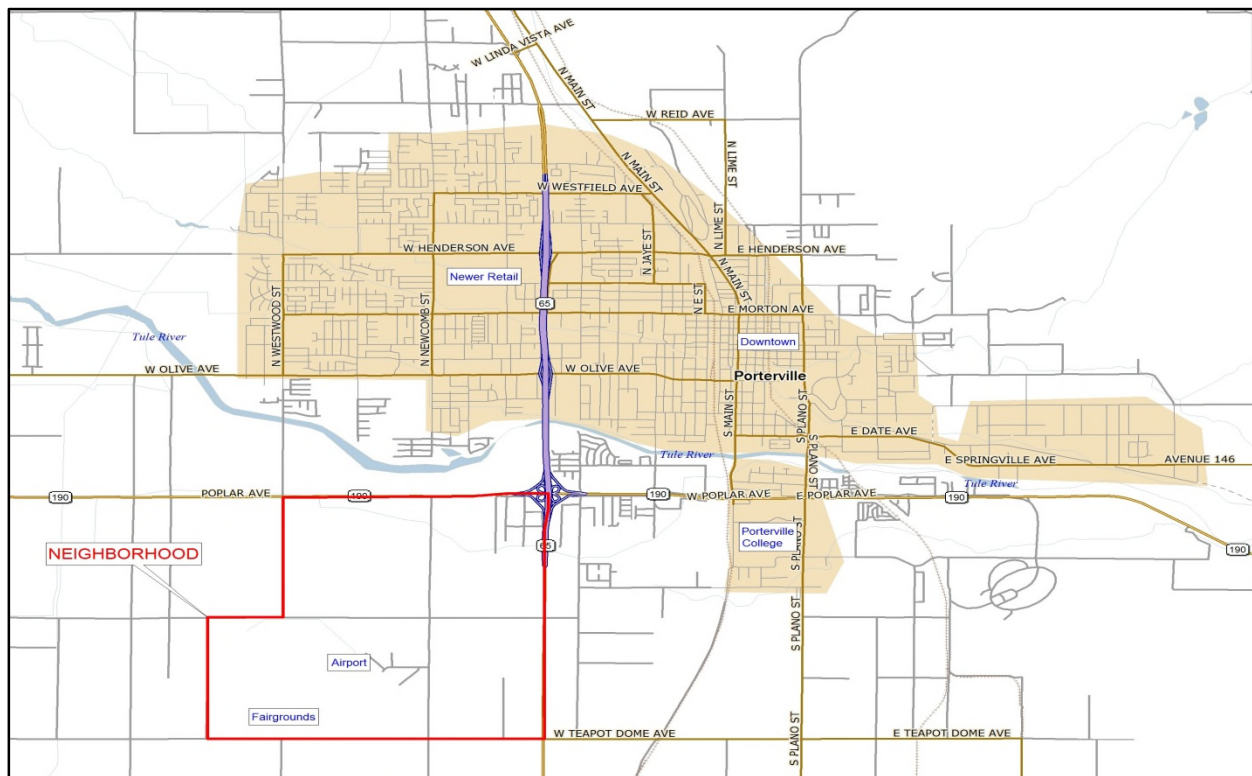
**CITY LOCATION MAP**

NEIGHBORHOOD AREA INFORMATION

The neighborhood area where the subject properties are located is generally referred to as the airport district of Porterville. The Porterville Municipal Airport is an important and vital part of the community and it is the anchor of this neighborhood.

Boundaries & Location

The boundaries that delineate this neighborhood are State Route 190 on the north, Teapot Dome Avenue (Avenue 128) on the south, State Route 65 on the east, and Roads 216 and 224 on the west.



The neighborhood is situated in the southwest quadrant of Porterville's urban area to the southwest of the intersection of State Routes 65 and 190. It is some 1½ miles southwest of the downtown central business district of the city, which is home to City Hall, the financial district, and an older retail and office area of town. The more modern retail district is found two miles to the north along Henderson Avenue. The campus of Porterville College is 1¼ miles to the east.

Access & Linkages

Two of the main entrances to the city are State Routes 65 and 190. These public highways provide important linkages to other nearby communities as well as to major freeways like State Route 99, which runs through the heart of the San Joaquin Valley. State Route 65 helps to connect Porterville with

Bakersfield to the south and Visalia to the north, the two nearest population centers of over 100,000 people each.

Other important streets within the neighborhood include Scranton Avenue (Avenue 136), Westwood Street, Teapot Dome Avenue (Avenue 128), and Newcomb Street (Road 232). These roads carry much of the traffic in and through the neighborhood, and they cross or intersect with the surrounding highways.

Neighborhood History

The Porterville Municipal Airport was originally used as a military facility and aviation training area dating back to the time of World War I. The runway and surrounding land were owned and operated by the federal government. In 1948, the property was deeded to the City of Porterville following passage of the Surplus Property Act of 1944.

The city has continued to own and operate the airport since that time, and it now consists of some 940 acres of land. It is classified as a General Aviation Airport in the *National Plan of Integrated Airport Systems* (NPIAS), which refers to airports that do not receive scheduled commercial service. The airport has a single runway measuring 6,000 feet in length and 150 feet wide along with appropriate taxiways and aprons. Several different types and sizes of hangars are available along with open aircraft tie-downs. Aircraft fueling services and a café also cater to pilots. Plans are now underway to lengthen the runway to 7,800 to accommodate larger aircraft, and in 2022 the city was awarded a \$4.44 million grant from the Federal Aviation Administration to rehabilitate parallel taxiways and reconfigure connecting taxiways.

A variety of general aviation aircraft utilize the facility, including single- and multi-engine propellers, turbojet, and helicopters.⁶ The U.S. Forest Service and the California Department of Forestry and Fire Protection also jointly maintain a base of operations for firefighting in the nearby Sequoia and Kings Canyon National Parks.

In recent years, the city has been acquiring farmland in the immediate area of the airport. The purpose has been to provide land where effluent water from the city's sewer treatment plant can be spread, but they have also made some efforts to encourage development of urban service commercial or industrial facilities that are compatible with the airport itself. While these efforts are bearing some fruit, much of the neighborhood remains rural in character with significant ongoing farming operations.

Urban Land Uses

The entire neighborhood area is now within Porterville's urban area boundary, which is its sphere of influence, although not all properties are inside the urban development boundary that governs where annexations are allowed. With the urban development boundary, the General Plan designates a mix of Industrial, Industrial Park, Public/Institutional, Parks and Recreation, Residential, and Retail Center type uses.

⁶ *Airport Layout Plan Narrative Report*, prepared for the City of Porterville by Aries Consultants Ltd in association with Tartaglia Engineering, April 2006.

Much of the existing urban development is centered around the airport where various aircraft, industrial, and public utility companies have located. Businesses engaged in aircraft maintenance and storage are found in a small business park next to the airport along with other companies doing light manufacturing, construction, or vehicle repair. Other businesses outside of the immediate airport environs include Young's Trucking, Porterville Sheltered Workshop, SoCalGas, and Southern California Edison Company.

Public uses are often recreation oriented. This includes the Porterville Sports Complex, an 83-acre facility that offers soccer fields, baseball and softball diamonds, and an off-highway vehicle park. The Porterville Fairgrounds were also relocated to a 25-acre site in this neighborhood, and now the annual fair and other periodic exhibitions and events are held here. Recently, the County of Tulare completed construction of the South County Detention Facility, a 100,000-square-foot jail that can house 519 inmates that is located along Scranton Avenue, north of the airport.

Airport-related facilities include various airplane repair, maintenance, storage, fuel, and hangar buildings. A restaurant and airplane fueling facilities situated just off the airport runway help to attract travelers, as there are few airports between Los Angeles and Sacramento that offer the convenience of both services.

One major project that opened in 2023 is the Eagle Mountain Casino. The Tule River Indian Tribe relocated its existing casino operations from their reservation about 15 miles away to a 40-acre site west of the airport. The new facility includes 105,000 square feet of casino gaming space along with several restaurants and lounges. Also being planned are a 250-room hotel, a 1,700-seat entertainment center, and a banquet hall and meeting space.

Residential land uses represent a relatively minor part of the neighborhood. They are mostly situated near the northeast corner where a rural subdivision was developed several decades ago. These homes are typically of low to fair quality and are in fair to poor condition. No new urban subdivision development has taken place in the neighborhood in recent years and the General Plan does not envision any expansion of residential uses into the area. While the General Plan does designate some lands along the highways as Retail Centers, no commercial development has yet taken place and none is reasonably expected for many years to come.

Rural Land Uses

Despite the growing impact of urban development on the neighborhood, much of the land area is still devoted to rural uses. Ample acreages of farmland are actively being used in the production of oranges, alfalfa, oat hay, wheat, and olives. Because of the neighborhood's proximity to town, the area is also popular for rural residences and several homesites are scattered through the area, often on large farming properties.

Those lands that have not yet been annexed by the city continue to be controlled by the county, who has zoned them primarily for exclusive agricultural uses with 10 to 20-acre minimum parcel sizes. This zoning is intended to help protect the general welfare of the agricultural community from encroachments of unrelated uses.

Tule Sub-Basin

The entire neighborhood is in the boundaries of the Tule Sub-basin, which was formed in the wake of California’s passage of the Sustainable Groundwater Management Act (SGMA) in September 2014. This act understands that local agencies are best positioned to assess the condition of their groundwater basins and take steps to bring them back into balance after chronic long-term overdraft.

The Tule Sub-basin has six groundwater sustainability agencies (GSAs) who are working together to coordinate activities throughout the sub-basin. Three GSAs overlap the neighborhood, with the Eastern Tule GSA (ETGSA) having the largest reach. This GSA is comprised of the City of Porterville, Porterville Irrigation District, Saucelito Irrigation District, Teapot Dome Water District, Vandalia Water District, Terra Bella Irrigation District, Kern-Tulare Water District, and the County of Tulare. In total, ETGSA encompasses 161,174 acres of land area, and more than half of the acreage does not receive surface water as part of an irrigation district or water system.

The Tule Sub-basin’s reliance on groundwater has led to overdraft of nearly 115,300 acre-feet per year, with ETGSA accounting for about 61,000 acre-feet or just over one-half of that total. In addressing the situation, ETGSA is establishing water budgets for landowners that will lead toward sustainability. While credits will be given for water banking, penalty fees will be imposed on users who exceed their allotment. Requirements to reduce groundwater pumping begin gradually during the first 10 years and then become more aggressive in the latter half of the transition period.⁷



“Overpumping of groundwater has depleted aquifers, dried up household wells and degraded ecosystems. The land is literally sinking, throttling the Friant-Kern Canal, a major artery that bisects the area on its way to bringing much-needed water south to farms and communities in Kern County.” The Friant-Kern Canal passes through the ETGSA, including much of the canal’s middle reach where the capacity correction project is planned, so ETGSA is now working to adopt a *Land Subsidence Monitoring and Management Plan*. This plan will implement measures necessary to minimize future non-recoverable land subsidence along the canal in the SGMA transition period from 2020 to 2040, and thereafter preclude subsidence entirely. Despite these efforts, ETGSA still anticipates that another three feet of subsidence to the canal will occur during the transition period, and as a result they have come to an agreement where they will fund up to \$200 million in repairs to the canal.

The land subsidence plan proposes to establish managed areas where groundwater management actions may be different than those specified in ETGSA’s groundwater sustainability plan. The managed area will extend two miles east and west of the Friant-Kern Canal from the Tule River south to the southern boundary of the ETGSA, and 96 management zones will be established in this area. The land elevation in each management zone was measured as of January 2020, and as future subsidence occurs increasing limitations will be imposed on groundwater pumping.

⁷ *In the heart of the San Joaquin Valley, two groundwater sustainability agencies try to find their balance*, Water Education Foundation, Gary Pitzer and Douglas E. Beeman, January 29, 2021.

Adjoining Areas

The neighborhoods to the north and east are similar to the subject's rural land uses. They are comprised primarily of scattered rural homesites and production agriculture. Agriculture in the area includes oranges, olives, walnuts, alfalfa, oat hay, table grapes, and lemons. Some new urban residential development is also beginning to occur in this area.

The neighborhoods to the south and west of the subject's neighborhood are outside of the Porterville city limits and urban planning boundary. They too are decidedly agricultural in nature. The Friant-Kern Canal passes through this area on a portion of its 152-mile course taking water from Millerton Lake to the Kern River.

Conclusion

The subject neighborhood is a remote industrial, public, and residential area of Porterville that is on the outskirts of town. For many years, the most prominent use was the Porterville Municipal Airport followed by open space and recreation facilities owned by the City of Porterville. With the Eagle Mountain Casino now open, there is additional interest being shown in the neighborhood and property values have risen in the past two years.

METHOD OF VALUATION



HopperCompany
Real Property Valuation

METHOD OF VALUATION

There are three approaches to value that are often used in appraisals for estimating market value, but market rent is more commonly determined using only a rental comparison approach. This is a derivation of the sales comparison approach, which is based on the principles of supply and demand, substitution, and balance; these principles often lead market participants to value properties based on the prices, or rents, being paid for other similar and competing properties in the local market. On this basis, the rental comparison approach seeks to estimate market rent for the subject properties by comparing them to the rental rates and terms being obtained for other airport-related properties that are either leased or being offered for lease.

Search for Comparable Data

In searching for comparable lease data for each of the subject's different property types, research is done of other airport facilities in the Southern San Joaquin Valley of California. Useful information was obtained from seven public airports, all of which are owned and operated by local cities. These are general aviation facilities that do not offer any commercial passenger flights. The airports from which data is used in this appraisal are summarized below.

Visalia Municipal Airport encompasses 821 acres located near the interchange of State Routes 99 and 99. It features a single runway that is 6,559 feet in length and 150 feet wide along with a 50-foot-wide full-length taxiway. The airport previously had commercial aviation services provided by United Airlines, SkyWest, Great Lakes Airlines, SeaPort Airlines, and Scenic Airlines, but this ended in 2016. Now, the airport is used by freight carriers, private aviation, charter services, and aircraft maintenance and fueling providers. Facilities include a commercial terminal, a business aviation terminal, several public and private aircraft hangars, a fire station, a helicopter pad, and numerous open tie-down aprons for aircraft. The airport does not have an air traffic control tower, but does offer an instrument landing system and modern runway lighting.

Mefford Field Airport in Tulare is situated along State Route 99 highway at the southern end of the city, and it accommodates both local and transient aircraft. The 180-acre airport handles nearly 30,000 annual flight operations on its single runway, which measures 3,901 feet long by 75 feet wide. Other facilities include six hangar buildings, two 10-unit T-hangars, and twelve single-engine individual hangars.

Hanford Municipal Airport is found along State Route 198 highway on the eastern edge of the city, and it is the only publicly-owned airport in Kings County. The airport spans 295 acres and has a single runway that is 5,180 feet long by 75 feet wide; it is designed to accommodate aircraft with wingspans up to 79 feet and speeds up to 121 knots. West of the runway, a parallel taxiway and exit taxiways provide connections to the fixed base operator, aircraft parking and storage areas, and the fueling facility. A fixed base operator building is present along with box, shade, and T-hangars and an aircraft wash rack.

Delano Municipal Airport is a 520-acre facility situated along State Route 99 at the city's southern end. The runway is 5,659 feet long by 75 feet wide and is used on a regular basis by military, air charter, air ambulance, and other flying services. The city has a variety of hangars available for rent as well as land parcels. Aviation fueling is available by card lock system along with a terminal building.

Bakersfield Municipal Airport is one of two publicly-owned aviation facilities in the city. While the larger Meadows Field Airport is the primary commercial airport handling both domestic and international flights, this is a smaller general aviation facility. It is in the central part of the city, some two miles east of State Route 99 highway. The airport grounds cover 253 acres and they accommodate a runway of 4,000 feet in length by 75 feet in width. It is home to more than one hundred aircraft. Facilities consist of 20 T-hangars, a hex hangar building, two box hangars, shade ports, a commercial hangar, a fixed base operator building, an airport office, and a fuel depot.

Reedley Municipal Airport is one of the smallest public airports in Fresno County and it is located four miles north of the city in a rural area. The airport encompasses 138 acres and has a single asphalt-paved runway that is 3,300 feet long and 60 feet wide. Hangars of different sizes are available along with aircraft tie-downs, and a fixed base operator handles fuel sales. The facility is used mostly for general aviation activities and is also home to Reedley College's aviation education program.

Woodlake Airport spans just 87 acres and it is situated on the southern edge of town next to the St. John's River. The airport's single runway measures 3,000 feet in length and is 50 feet wide. Hangars and tie-downs are provided for storing aircraft and fueling is also available. This is also one of the few airports to have a restaurant, and the Runway Café is popular with both aviation enthusiasts and local residents.

AIRCRAFT HANGAR BUILDINGS



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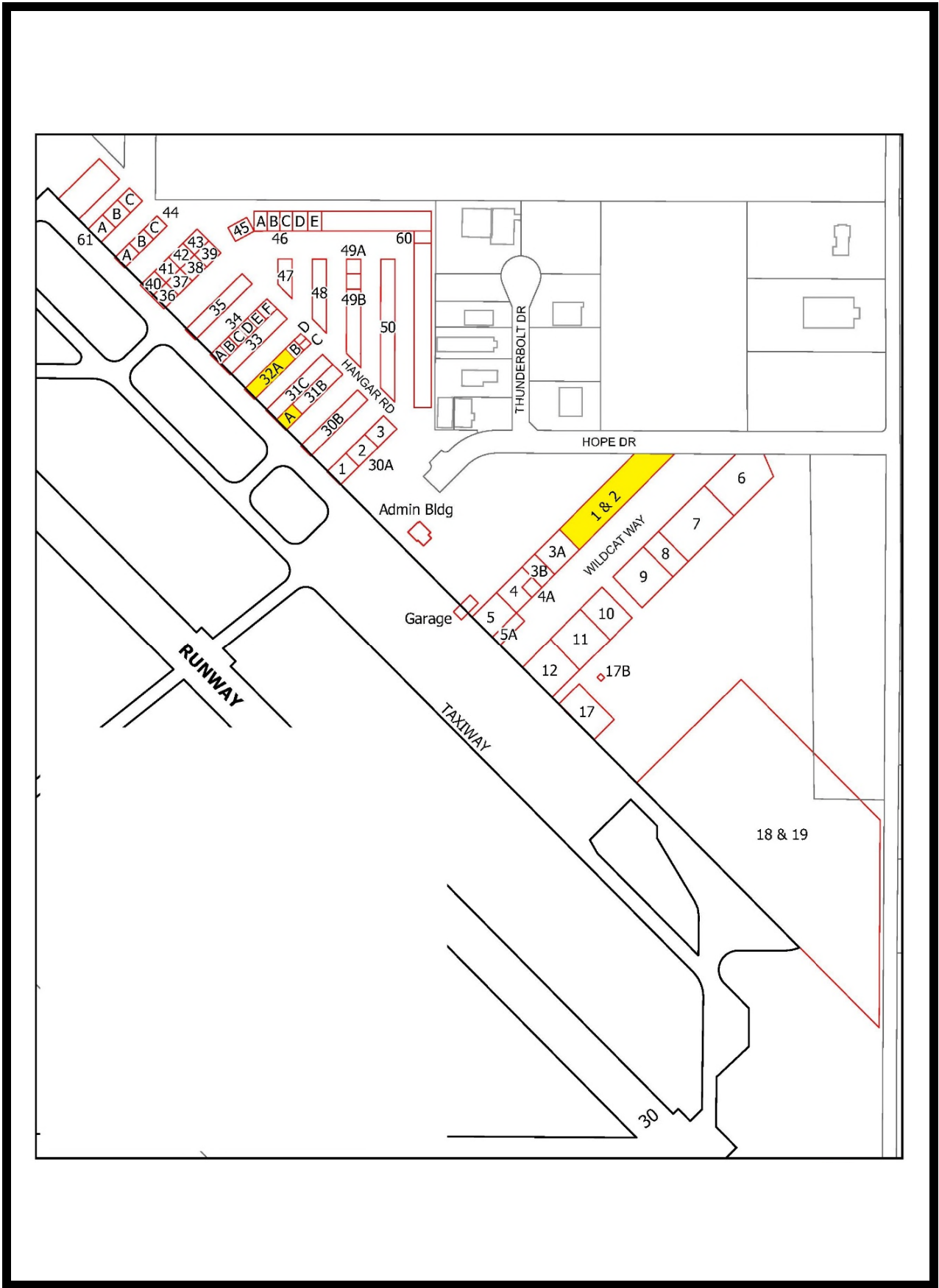
AIRCRAFT HANGAR BUILDINGS

The City of Porterville owns several hangar buildings and T-hangars that are designed to store aircraft. They are summarized in the table below.

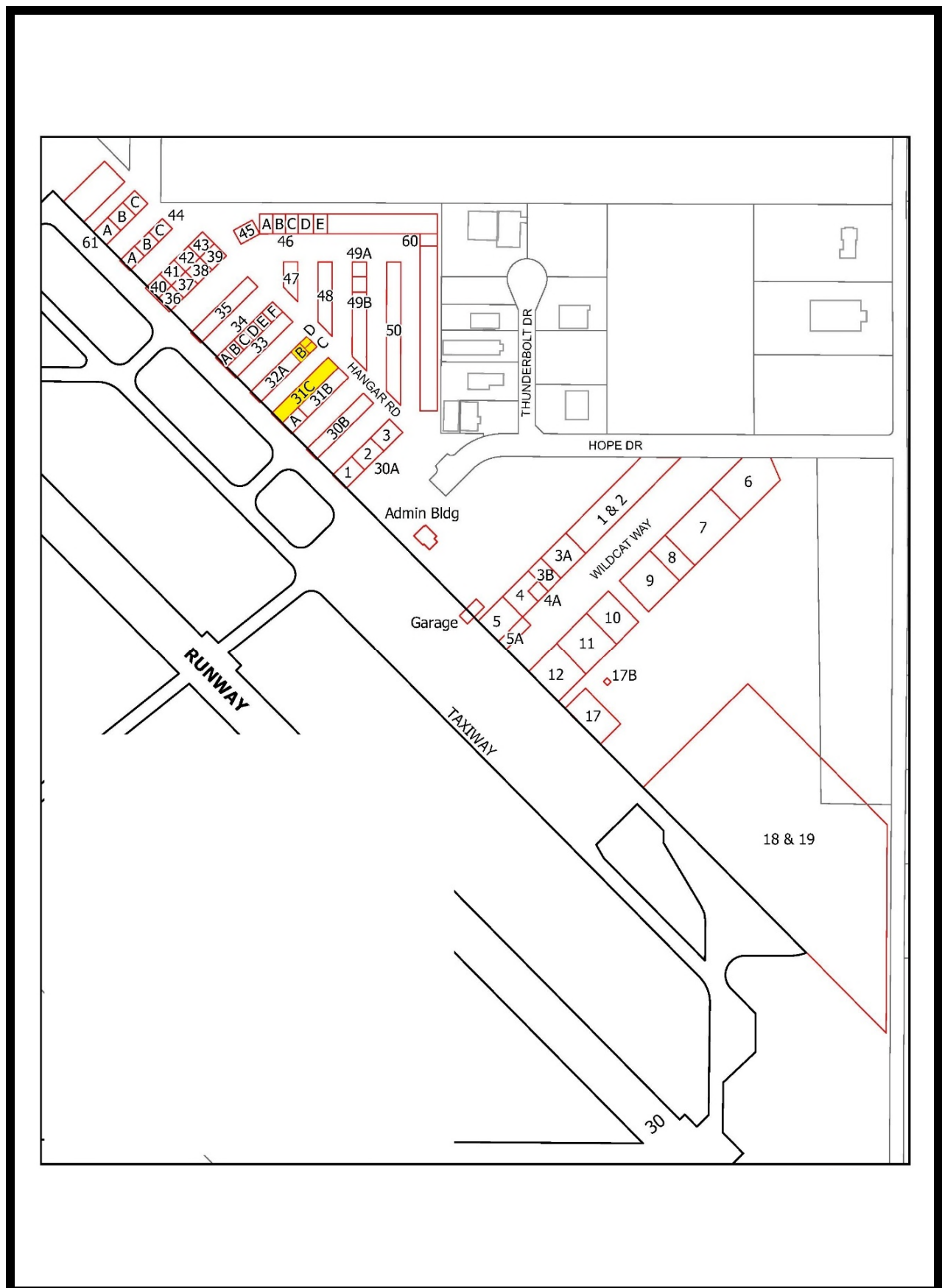
CITY-OWNED HANGAR BUILDINGS Porterville Municipal Airport			
Lot No.	Hangar Type	Building Size – SF	Aircraft Capacity
1	Enclosed Hangar	6,300	Multiple aircraft
2	Enclosed Hangar	6,300	Multiple aircraft
31-A	Enclosed Hangar	4,720	Multiple aircraft
32-A	Enclosed Hangar	5,400	Multiple aircraft
31-C	T-Hangar	12,600	6 aircraft
32-B	T-Hangar	2,100	1 aircraft
32-C	T-Hangar	2,100	1 aircraft
32-D	T-Hangar	2,100	1 aircraft

The larger enclosed hangars can hold multiple aircraft, while the T-hangars are designed for a single plane. Each building spans the entire land parcel, which are typically rectangular in shape and have electricity, water, and sewer services available. They are accessed by asphalt drives that extend throughout the airport with electronic access-control gates at the various entrances to the airport grounds.

The buildings are one-story structures that are constructed over concrete slab-on-grade floors. The exterior walls have rigid steel or wood stud framing and they are covered with corrugated metal wall panels. Gable-style roofs cover the hangar buildings and the T-hangars have shed roofs. They are supported on metal or wood trusses and are topped with metal roof panels. The interiors of the buildings are largely unfinished and they have few, if any, partitions. One exception is the building on lot 1 that offers a small finished office area. The buildings differ in age, but they are typically of average quality and have been maintained in fair to average conditions.



MAP OF HANGAR BUILDINGS

**MAP OF T-HANGARS**



View of the city-owned hangar buildings on lots 1 and 2.



View of the city-owned hangar building on lot 32-A.



View of city-owned T-hangars.



Exterior view of a typical city-owned T-hangar.

PROPERTY VALUATION

The rental comparison approach is used to value each of the hangar types separately.

Enclosed Hangar Buildings

Four of the surveyed airports reported rental information for enclosed hangar buildings. Additionally, lease information for one of the subject's tenants has been provided. This data is summarized in the table below.

COMPARABLE RENTAL DATA <i>Enclosed Hangar Buildings</i>					
Airport Location	Hangar Size – SF	Monthly Rent	Rent per SF	Rent Increases	Lease Term
Hanford	8,100	\$1,900.00	\$0.23	Annual CPI	Year-Year
Delano	1,380	\$193.70	\$0.14	Annual CPI	1 – 5 years
Visalia	4,375	\$1,750.00	\$0.40	Annual CPI	4 years
Bakersfield	800	\$200.00	\$0.25	Flat	Year-Year
Porterville (31-A)	4,720	\$154.19	\$0.03	Annual CPI	10 years

The information obtained from other airports indicates current rental rates of \$0.14 to \$0.40 per square foot per month, which is much higher than the \$0.03 per square foot per month now being paid for one of the subject's enclosed hangar buildings. Most of the leases specify annual rent increases based on changes in the Consumer Price Index (CPI). The leases tend to be for short periods, like one year, but in some instances tenants will sign for longer terms of 4 to 10 years.

The subject hangar building on lot 1 is a medium-aged structure and it includes some finished office space. This warrants a rental rate near the middle of the surveyed range, so \$0.25 per square foot per month is concluded. A similar building is on lot 2, but it lacks any office space, so a lower rental rate of \$0.23 per square foot per month is determined to be reasonable.

The enclosed hangar buildings on lots 31-A and 32-A are older structures that offer no finished office space. These are some of the oldest buildings at the airport and their conditions are inferior to the other enclosed hangar buildings. This warrants a somewhat lower rental rate of \$0.20 per square foot per month.

Thus, the following market rent conclusions are reached for the subject's enclosed hangar buildings:

Lot 1	6,300 s.f. x \$0.25 =	\$1,575.00 per month
Lot 2	6,300 s.f. x \$0.23 ≈	\$1,450.00 per month
Lot 31-A	4,720 s.f. x \$0.20 ≈	\$945.00 per month
Lot 32-A	5,400 s.f. x \$0.20 =	\$1,080.00 per month

T-Hangar Buildings

T-hangar are popular at many of the airports for storing aircraft out of the elements. Five surveyed airports provided details of their rents for this type of space, as shown below. The table also includes the subject's T-hangars that are currently leased.

COMPARABLE RENTAL DATA <i>T-Hangar Buildings</i>			
Airport Location	Monthly Rent	Rent Increases	Lease Term
Hanford	\$194.00	None	Month-Month
Delano	\$184.22	None	1 – 5 years
Bakersfield	\$180.00	None	Month-Month
Reedley	\$247.00	None	Month-Month
Woodlake	\$200.00	None	Month-Month
Porterville (32-B)	\$68.60	Annual CPI	10 years
Porterville (32-C)	\$68.60	Annual CPI	10 years
Porterville (32-D)	\$68.60	Annual CPI	10 years

The comparable data reflects rents of \$180.00 to \$247.00 per month. Most of these are month-to-month leases without a fixed term, so they do not have any scheduled rent increases.

Three of the subject's T-hangars are leased and they are all paying \$68.60 per month. As before, this is much lower than the comparable airports are bringing. The primary difference is that these are for 10-year terms with annual rental increases based on the CPI index.

In the end, market rent of \$200.00 per month is concluded for the subject's city-owned T-hangars buildings.

RESTAURANT BUILDING



HopperCompany
Real Property Valuation

AIRWAY CAFÉ BUILDING

The Airway Café restaurant is a freestanding building located at the main entrance to the Porterville Municipal Airport. It is owned by the City of Porterville and was previously used as an administrative office for the airport, but it is now entirely used by a restaurant tenant.

Property Description

The café does not occupy its own land parcel, but it utilizes approximately 20,000 square feet of site area and has access to a shared parking lot at the front of the airport grounds. The site is level in topography and receives all public utility services.

The building is a one-story structure containing 3,123 square feet. It is built atop a concrete perimeter foundation with a concrete slab floor. Exterior walls are formed by concrete block, while the roof overhead has both flat and shed-style sections that are finished with composition materials. Glass storefront doors are placed at the entrances and windows provide natural light and views.

The building's interior is divided into an open waiting room/pilots lounge, two dining rooms, a commercial kitchen, two restrooms, and a small office. Floors are covered with luxury vinyl plank and vinyl composition tile, walls are framed with wood studs covered with sheetrock, and the ceilings are also finished with sheetrock. Central heating and cooling are supplied to the building and ceiling fans help to circulate the air.

It is not known when the building was constructed, but it is estimated to have an effective age of 50 years old. The quality of construction is rated as average and the building is in average condition.

Property Valuation

The subject property is currently leased for a 5-year term that will expire on March 31, 2027, and the tenant has one 5-year renewal option. Base rent is currently \$1,403.29 per month or \$0.45 per square foot. No rent increases are specified. The structure of the lease is also not clarified, but it is believed to be modified gross, which requires to the tenant to also pay for utilities and premises maintenance expenses.

A few of the surveyed airports have restaurant facilities, but most of these are ground leases. The only building lease discovered is at the Woodlake Airport. The Runway Café is a 1,200-square-foot restaurant that serves breakfast and lunch. They are now paying rent of \$1,800.00 per month, which is equal to \$1.50 per square foot on a modified gross basis. The rent increases \$50 per month (about 2.78%) each year.

This facility is very similar to the subject property, although it is considerably smaller. While larger buildings tend to command lower rental rates, the subject's current rent of \$0.45 per square foot is below a market level. A market-oriented rental rate of \$1.25 per square foot is concluded, which translates to a rounded rental of \$3,900.00 per month. The lease would be for a term of at least five years with annual rent increases of 2% to 3%. It would be structured on a modified gross basis.



AERIAL PHOTOGRAPH



Front view of the Airway Café building.



Interior view of the restaurant showing one of the dining rooms.

AVIATION-RELATED GROUND LEASES



HopperCompany
Real Property Valuation

AVIATION-RELATED GROUND LEASES

There are several land parcels that are part of the airport facility that are available to be leased for aviation-related uses. These include small pad sites suitable for constructing a hangar building or T-hangar as well as larger parcels that can support larger hangar buildings. The City of Porterville leases the ground and allows the lessee to construct their own improvements.

Small Land Parcels

This appraisal includes the valuation of 30 small land parcels that are summarized in the table below.

<i>SMALL AVIATION-RELATED LAND PARCELS</i> <i>Porterville Municipal Airport</i>			
Lot No.	Land Area – SF	Lot No.	Land Area – SF
34-A	2,350	44-B	4,200
34-B	2,350	44-C	4,200
34-C	2,350	45	5,180
34-D	2,350	46-A	3,220
34-E	2,350	46-B	3,080
34-F	2,350	46-C	3,780
36	4,200	46-D	3,780
37	4,200	46-E	3,220
38	4,200	47	6,271
39	4,200	49-A	2,600
40	4,200	49-B	2,700
41	4,200	60	3,240
42	4,200	61-A	4,320
43	4,200	61-B	3,844
44-A	4,200	61-C	3,844

These parcels are clustered at the northern end of the airport just east of the taxiway. They range in size from 2,350 to 6,271 square feet and can support buildings of equal size. These are finished parcels that have level topographies and are ready for building construction. Utilities are available and asphalt-paved drives lead to them from the security-gated airport entrances.

Large Land Parcels

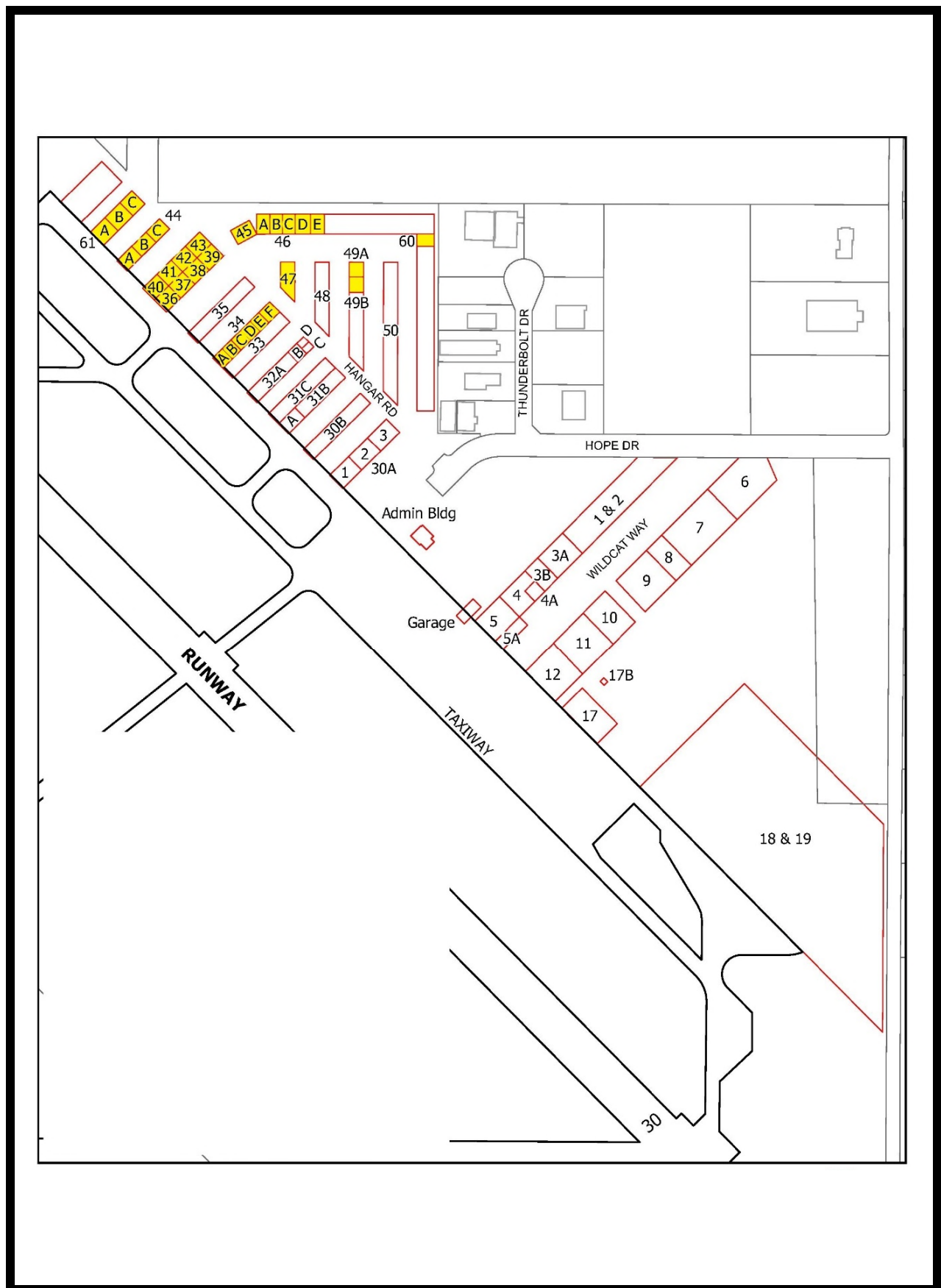
Twelve larger-sized vacant land parcels that can support bigger buildings are also available at the Porterville Municipal Airport. Seven of these parcels are situated near the middle of the airport facility, while the other five are at the northern end amongst the small land parcels. These sites are typically rectangular in shape and they have level topographies. Utilities are readily available and the parcels are ready for building construction. They are accessible by way of the system of asphalt-paved driveways and

aprons that serve the airport. The parcels range in size from 11,400 to 34,202 square feet and they are summarized in the table below.

<i>LARGE AVIATION-RELATED LAND PARCELS</i> <i>Porterville Municipal Airport</i>			
Lot No.	Land Area – SF	Lot No.	Land Area – SF
6	30,000	17	15,422
7	34,202	30-A (1,2,3)	18,760
8	11,400	30-B	14,000
9	18,750	31-B	14,000
10	18,750	33	14,000
12	22,200	35	14,000

Additionally, a 28± acres of land at the southern end of the airport is ground leased to CalFire and the U.S. Forest Service as the site for an air attack base for fighting fires in the nearby southern Sierra Nevada Mountains and national forests. The interagency base has existed for several decades and is improved with several buildings housing offices, a communications center, crew quarters, vehicles, and equipment. The site has extensive paving for a parking lot, taxiways, and helicopter pads.

The site is irregular in shape and has frontage along Newcomb Street. Access is available from Newcomb Street and from within airport by way of taxiways and aprons. The land is level in topography and appears to have stable soils. All public utilities are available and extended to the site.

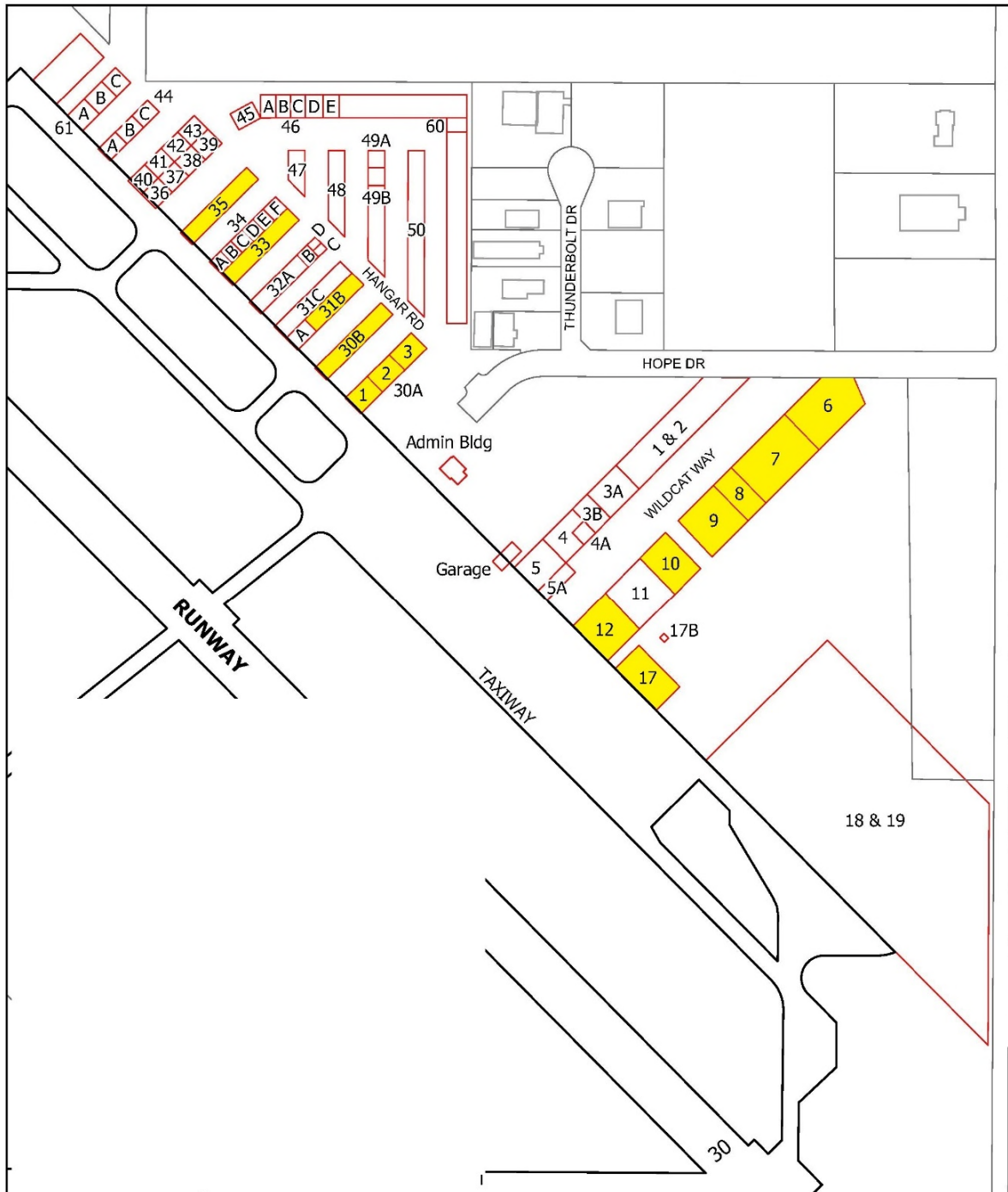
**MAP OF SMALL AVIATION LAND PARCELS**



Exterior view of some small hangar ground lease parcels that have been improved with private hangars.



View of a vacant small land parcel available for ground lease.

**MAP OF LARGE AVIATION LAND PARCELS**



View of a large land parcel that is ground leased and improved with a private hangar.



View of a ground leased large land parcel that is improved with buildings.



AERIAL OF AIR ATTACK BASE SITE



View of the Air Attack Base site
looking northeast across the parcel.



View of the vacant portion of the Air Attack Base
looking northwest across the site.

PROPERTY VALUATION

Once again, the rental comparison approach is employed to estimate market rent for the subject parcels.

Small Land Parcels

Of the similar airports that have been surveyed for this appraisal, three of them have provided information about ground leases for smaller-sized land parcels. These are shown in the table below.

COMPARABLE RENTAL DATA Small Land Parcels					
Airport Location	Parcel Size – SF	Annual Rent	Rent per SF	Rent Increases	Lease Term
Hanford	1,600 – 5,000	\$850 – \$1,995	\$0.40 - \$0.45	Annual CPI	15 – 25 years
Woodlake	2,000	\$1,380	\$0.69	Annual CPI	20 years
Delano	2,665 – 3,360	\$2,653 – \$2,690	\$0.80 - \$1.00	2% Annual	2 – 5 years
Porterville	2,350 – 6,271	Varies	\$0.39	Annual CPI	5 – 15 years

Many of the subject's small land parcels are also leased. These tenants are all paying \$0.39 per square foot per year with annual increases based on the change in the CPI. These leases are for 5 to 15-year terms with 10 to 15 years being most common; some tenants also have 5-year renewal options available.

The contract rental rate being paid for the subject's small land parcels is below all the other similar airports. There is a wide span of rents being paid elsewhere, ranging from \$0.40 to \$1.00 per square foot per year with a midpoint of around \$0.70 per square foot. The Porterville Municipal Airport compares well with the others, so a rental rate that is somewhat above the survey's midpoint is reasonable and \$0.80 per square foot per year is concluded. The individual market rents are summarized below.

GROUND RENT CONCLUSIONS Small Land Parcels								
Lot No.	Land Area – SF	Annual Rent	Lot No.	Land Area – SF	Annual Rent	Lot No.	Land Area – SF	Annual Rent
34-A	2,350	\$1,880	40	4,200	\$3,360	46-C	3,780	\$3,024
34-B	2,350	\$1,880	41	4,200	\$3,360	46-D	3,780	\$3,024
34-C	2,350	\$1,880	42	4,200	\$3,360	46-E	3,220	\$2,576
34-D	2,350	\$1,880	43	4,200	\$3,360	47	6,271	\$5,017
34-E	2,350	\$1,880	44-A	4,200	\$3,360	49-A	2,600	\$2,080
34-F	2,350	\$1,880	44-B	4,200	\$3,360	49-B	2,700	\$2,160
36	4,200	\$3,360	44-C	4,200	\$3,360	60	3,240	\$2,592
37	4,200	\$3,360	45	5,180	\$4,144	61-A	4,320	\$3,456
38	4,200	\$3,360	46-A	3,220	\$2,576	61-B	3,844	\$3,075
39	4,200	\$3,360	46-B	3,080	\$2,464	61-C	3,844	\$3,075

Large Land Parcels

For the subject's larger-sized land parcels, data has been obtained from four similar airports. Their reported rental rates and terms are shown in the following table.

COMPARABLE RENTAL DATA <i>Large Land Parcels</i>					
Airport Location	Parcel Size – SF	Annual Rent	Rent per SF	Rent Increases	Lease Term
Hanford	Over 5,000	\$2,035	\$0.40	Annual CPI	15 – 25 years
Bakersfield	15,600	\$2,800	\$0.18	Annual CPI	15 years
Reedley	11,250	\$3,600	\$0.32	Annual CPI	30 years
Visalia	43,560 – 65,000	\$11,326 – \$28,080	\$0.26 – \$0.43	Annual CPI	20 – 35 years
Porterville	11,400 – 34,202	\$1,540 – \$13,407	\$0.11 – \$0.39	Annual CPI	10 – 20 years

All but one of the subject's large land parcels are now ground leased. Current contract rents range from \$0.11 to \$0.39 per square foot per year and they average \$0.24 per square foot. There appears to be little correlation between the size of the parcels and the rental rate. Leases tend to be for 10 to 20-year periods, and some tenants have been granted the option to extend for another 10 to 20 years. Rents are to be adjusted annually based on the CPI.

Five of the subject's tenants are paying \$0.39 per square foot per year and these parcels span the full range of sizes from 11,400 to 34,202 square feet of land area. This rate is within the range reported by the other surveyed airports and is determined to be market oriented. As a result, a market level ground lease rate of \$0.39 per square foot is concluded for the subject's large parcels as summarized below.

GROUND RENT CONCLUSIONS <i>Large Land Parcels</i>							
Lot No.	Land Area – SF	Contract Rent	Market Rent	Lot No.	Land Area – SF	Contract Rent	Market Rent
6	30,000	\$3,270	\$11,700	17	15,422	\$6,045	\$6,015
7	34,202	\$13,407	\$13,339	30-A (1,2,3)	18,760	\$7,354	\$7,316
8	11,400	\$4,469	\$4,446	30-B	14,000	\$1,806	\$5,460
9	18,750	\$3,802	\$7,313	31-B	14,000	Vacant	\$5,460
10	18,750	\$2,119	\$7,313	33	14,000	\$1,540	\$5,460
12	22,200	\$2,509	\$8,658	35	14,000	\$5,488	\$5,460

Air Attack Base Site

The Air Attack Base site has substantially more land area than the subject's other large land parcels and a new data set is necessary to estimate market rent for it. The table below details information on existing ground leases and the asking rates for large acreage parcels in the San Joaquin Valley. Four of the data items are at airports, while the data item in Fresno has no airport proximity.

COMPARABLE RENTAL DATA <i>Large Acreage Ground Leases</i>						
Airport Location	Parcel Size – Acres	Annual Rent	Rent per Acre	Rent Increases	Lease Term	Property Use
Visalia	1.21	\$34,376	\$28,410	Annual CPI	50 years	Hotel
Porterville	34.72	\$124,715	\$3,592	Annual CPI	21 years	Solar Farm
Fresno	6.16	\$129,892	\$21,086	+2% per year	5 years	Truck Yard
Delano	28.60	\$143,555	\$5,019	+2% per year	5 years	Yard Space
Visalia	5.00	\$33,977	\$6,795	Annual CPI	25 years	Available

The subject site has approximately 28 acres of land area and benefits from its street frontage and utility availability. The comparable data shows a strong inverse relationship between rental rates and land area, with the data item in Delano being most comparable in size. Considering the scale of the subject property and its physical and locational features, a market-oriented rental rate of \$5,000 per acre is concluded. This is multiplied by the size of the parcel to arrive at the following total rent indication:

$$\text{Land Area} \times \text{Ground Lease Rate} = \text{Total Market Rent}$$

$$28.00 \text{ acres} \times \$5,000 = \$140,000 \text{ per year}$$

FARMLAND LEASES



HopperCompany
Real Property Valuation

FARMLAND LEASES

There are several parcels in and around the Porterville Municipal Airport that can be farmed. Some of these properties are irrigated land, which greatly increases the types of crops that can be grown, while others are dry farmed with no source of irrigation water other than natural rainfall.

Irrigated Farmland Parcels

Two parcels of irrigated farmland are included in this appraisal. Both are adjacent to Porterville Municipal Airport, but they are outside of its secure fenced perimeter.

Scranton & Westwood

The first is a 160.62-acre parcel (APN 302-480-001) located at the northwest corner of Scranton Avenue and Westwood Street, and it is north across the street from the airport. The square-shaped property has one-half mile of frontage along both streets. The land has been leveled for flood irrigation of crops and the site is at-grade to slightly below the height of the fronting streets. Electrical service has been extended to the property.

Water is distributed around the property using an underground pipeline that runs along the east property line as well as by earthen furrows. Water is delivered to the site by a pressurized line from the City of Porterville's sewer treatment facility, and it can only be used for growing crops for non-human consumption. The availability and volume of this effluent water varies from day to day, but the tenant is in control of when and where the water is distributed over the property. The land has historically been used to grow field crops, like alfalfa and silage corn.

Sports Complex Lot

The second property is an irregular-shaped site that is now used as part of the Porterville Sports Complex. It is located at the complex's main entrance along the south side of Scranton Avenue, east of West Street (portions of APNs 302-110-054, 302-110-074, 302-110-076). The property has 35.23 acres of land area.

Access comes from a single drive approach along Scranton Avenue, and curb and gutter off-site improvements are in place along the street frontage. All public utilities are available to service the property. The land is at-grade with the street height and it has a mostly level topography.

A portion of the site is paved with concrete for use as a parking lot by the sports complex, and there are 331 striped parking stalls. Additional parking for the complex comes from a dirt lot with a light decomposed granite topping. Some landscaping is in place, including grass, trees, and shrubs that are irrigated by sprinklers. A decorative monument sign at the entrance identifies the complex. It is assumed in this appraisal that all the improvements are the property of the Porterville Parks and Recreation Department, and the lessees will or can be required to remove these improvements and return the land back to a vacant, level, and environmentally-clean condition once the ground lease ends.

Dry Farmland Parcels

There are several dry farmland parcels that are included in this appraisal, and they are identified as three properties.

Parachute Landing Site

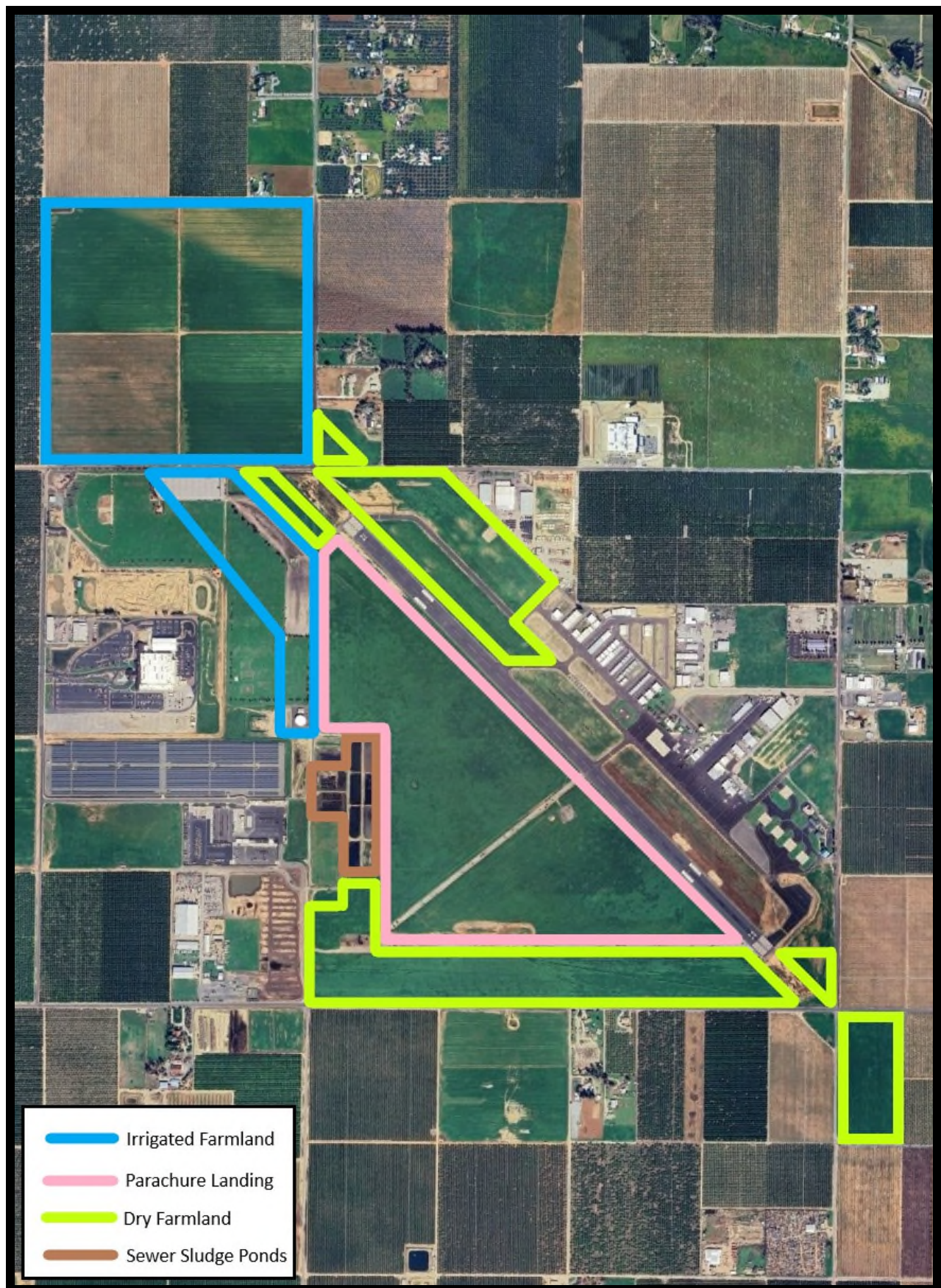
The first property is an irregular-shaped site situated within the airport's fenced perimeter to the west of the runway (portion of APN 302-110-076). This is open vacant land containing 179± acres. It is now leased for use as a parachute landing field, but could be dry farmed. It has a level topography and the soils are suitable for growing field crops, but no source of water for irrigation is provided.

Farmed Airport Land

The next property is comprised of seven noncontiguous parcels situated around the perimeter of the runway, both inside and outside the airport's fence line. These parcels range in size from 3.31 to 65.90 acres and they combine for a total land area of 149.93 acres. While not physically adjoining, these parcels are near each other and are typically farmed together to create a viable property. They are level in topography and have soils that can grow field crops, but no water for irrigation is available. Access is available from Scranton Avenue, Newcomb Street, and Teapot Dome Avenue.

Sewer Sludge Site

The third property is the 16.00-acre site located on the western edge of the airport. Access comes from Road 224 that leads north from Teapot Dome Avenue to a gravel road leading to the site. This property is used as part of Porterville's sewage treatment facility and it has lined beds where treated sewer sludge is piped and then dried out for eventual use as fertilizer. Each of the beds has earthen banks and they are concrete lined to limit percolation of nitrates and other elements into the soil. A monitoring well is in place to help determine if any contamination is present. The site is fenced around its perimeter with chain link and gates provide access.

**AERIAL OF FARMLAND PROPERTIES**



View of the irrigated farmland property
at the northwest corner of Scranton Avenue and Westwood Street.



View of the irrigated farmland parcel
used as parking for the Porterville Sports Complex.



View of the dry farmland parcel used as a parachute landing field on the interior of the airport to the west of the runway.



View of a sewer sludge bed on the dry farmland property situated on the west edge of the airport grounds.



View of dry farmland situated northeast of the runway
on the interior of the airport grounds.



View of dry farmland located at the
southeast corner of Newcomb Street and Teapot Dome Avenue.

PROPERTY VALUATION

Market research is performed to find appropriate data for use in applying the rental comparison approach to the subject farmland properties.

Irrigated Farmland Parcels

Just two of the surveyed airports have irrigated farmland that is leased and this data is summarized in the following table. One of the subject properties is also included in a farmland lease involving additional acreage, and it all receives reclaimed water for irrigation purposes.

COMPARABLE RENTAL DATA <i>Irrigated Farmland Parcels</i>					
Airport Location	Parcel Size – Acres	Annual Rent	Rent per Acre	Rent Increases	Lease Term
Delano	432.00	\$54,913	\$127	+2% per year	5 years
Delano	253.00	\$43,128	\$170	+2% per year	5 years
Visalia	89.00	\$21,054	\$237	Annual CPI	40 years
Porterville	573.36	\$94,604	\$165	Flat over term	5 years

Additionally, consideration is given to a survey published by the California Chapter of the American Society of Farm Managers and Rural Appraisers. This study surveys local appraisers and farm managers about property values and rental rates for various types of agricultural properties. The survey indicates that rental rates for cropland in Tulare County commonly leases in a range of \$200 to \$500 per acre per year cash rent.

The subject's farmland parcels do receive water, but it is reclaimed from the sewer treatment facility and can only be used for crops that will not be consumed by humans. This significantly limits the types of crops that can be grown, so it reduces the desirability of the farmland. The current contract rent being paid is below the published survey, but is within the range seen at the other airports, so it is concluded to be market oriented.

Applying a market-level rent of \$165 per acre to each of the two subject properties results in the following total values:

Scranton & Westwood	160.62 acres x \$165 ≈	\$26,500.00 per year
Sports Complex Lot	35.23 acres x \$165 ≈	\$5,815.00 per year

Dry Farmland Parcels

Leases are in place for two of the subject properties. The parachute landing site is leased to Skydive Elsinore, who uses it as part of the training program. They have a 5-year lease that runs through March 2025 and then they have two 5-year renewal options. The base rent now stands at \$7,234.82 per year or \$40.42 per acre for the 179-acre site. The rent is adjusted annually based on the change in the CPI.

The farmed airport land is leased to Rick Perigo Roadsiding. The agreement is for a 5-year term that ends in December 2024, but the tenant has the option to extend for another five years after that. A base rent of \$35.00 per acre per year cash rent is being paid with no scheduled increases over the term.

None of the other airports that were surveyed report having any dry farmland leases, although one airport indicates that they allow a farmer to use some of the land adjacent to their runway at no cost in exchange for maintaining the land and keeping it free of weeds.

According to the U.S. Department of Agriculture, cash rent for non-irrigated cropland in Tulare County in 2024 averages \$43.50 per acre per year. This is up from an average of \$32 per acre per year in 2021. Conversations with farmers and agricultural appraisers have not produced any specific lease data, but they do confirm these rents levels are common in the Tulare County market.

Based on this evidence, a market rent of \$40 per acre per year is concluded for the parachute landing site and the sewer sludge site. A somewhat lower rental rate of \$35 per acre per year is estimated for the farmed airport land because it consists of multiple, noncontiguous parcels that are very irregular in shape. This makes farming the land more difficult. Thus, the following values are concluded:

Parachute Landing Site	179.00 acres x \$40 =	\$7,160.00 per year
Farmed Airport Land	149.93 acres x \$35 ≈	\$5,250 per year
Sewer Sludge Site	16.00 acres x \$40 =	\$640.00 per year

ADDENDA



HopperCompany
Real Property Valuation



QUALIFICATIONS OF ROSS E. LENZ

MAI

Professional Designation & Certification

- MAI designation – Member of the Appraisal Institute
- California Certified General Real Estate Appraiser: Certificate No. AG043508

Education

- California State University, Fresno: 2006 Graduate, B.S. Degree, Business Administration - Entrepreneurship
- Appraisal Institute:
 - Basic Appraisal Principles
 - Basic Appraisal Procedures
 - Real Estate Finance, Statistics, and Valuation Modeling
 - General Appraiser Market Analysis and Highest & Best Use
 - General Appraiser Sales Comparison Approach
 - General Appraiser Site Valuation and Cost Approach
 - General Appraiser Income Approach, Part 1
 - General Appraiser Income Approach, Part 2
 - General Appraiser Report Writing and Case Studies
 - Advanced Income Capitalization
 - Advanced Market Analysis and Highest & Best Use
 - Advanced Concepts and Case Studies
 - Quantitative Analysis
 - National Uniform Standards of Professional Appraisal Practice (USPAP)
 - 7-Hour USPAP Update
 - Business Practices & Ethics
- International Right of Way Association:
 - Appraisal of Partial Acquisitions

Appraisal Experience

Actively engaged in real estate appraisal in the Central Valley since 2006. Has appraised or assisted in appraising many types of commercial, office, industrial, land, and special purpose type properties. A partial list of clients for whom work has been completed includes:

- Government: U.S. Postal Service, County of Tulare, City of Visalia, City of Tulare, City of Porterville, City of Woodlake, City of Lindsay
- Schools: Visalia Unified, Exeter Public Schools, College of the Sequoias, San Joaquin Valley College, Tulare Joint Union High School District
- Lenders: Bank of the Sierra, Central Valley Community Bank, Mission Bank, Bank of the West, Tri Counties Bank, Citizens Business Bank, Wells Fargo Bank, Suncrest Bank, Comerica Bank, Farm Credit West, Heritage Bank of Commerce, Central State Bank, Pacific Alliance Bank, Valley Republic Bank, Fresno First Bank, United Midwest Savings Bank, Pinnacle Capital

-
- Corporations: Southern California Edison Company, Nationwide Mutual Insurance Company, Lyles Diversified, Mid Valley Disposal, OSAT Inc., Owens Valley Career Development Center, Self-Help Enterprises, California Water Service Co., Visalia Senior Housing, Young's Commercial Transfer
 - Attorneys: Peltzer & Richardson, Herr Pedersen & Berglund, Betts & Wright, Reynolds Jensen & Swan, Preston Law Office, Gromis & Aguirre, McCormick Kabot Jenner & Lew, Sullivan McGregor & Doerr, Lozano Smith
 - Health Care: Kaweah Health, Tulare Regional Medical Center, Sierra View Local Health Care District, Family HealthCare Network, Tulare Community Health Clinic, Visalia Medical Clinic
 - Churches: Baptist, Praise Center, Calvary Chapel, New Hope, Nazarene, Grace Community, Living Christ, Radiant, Living Word Fellowship, Landmark Christian Center, Abounding Grace
 - Right-of-Way Firms: Universal Field Services, Hamner Jewell & Associates, Overland Pacific & Cutler
 - Other: Visalia Rescue Mission, International Agri-Center, YMCA, Exeter Masonic Temple Association, Valley Oak SPCA



QUALIFICATIONS OF KEITH J. HOPPER
MAI, R/W-AC, AI-GRS

Professional Designations & Licenses

- MAI designation – Member of the Appraisal Institute
- R/W-AC designation – Appraisal Certification of the International Right of Way Association
- AI-GRS designation – General Review Specialist of the Appraisal Institute
- California Certified General Real Estate Appraiser: Certificate No. AG002559
- California Real Estate Broker's License: License No. 01105905

Education

- California State University, Fresno: B.S. Degree, Business Admin. - Real Estate and Urban Land Economics
- Appraisal Institute:
 - Real Estate Appraisal Principles & Basic Valuation Procedures
 - Capitalization Theory & Techniques
 - Case Studies in Real Estate Valuation
 - Report Writing and Valuation Analysis
 - Standards of Professional Practice, National USPAP Update, & California Laws and Regulations
 - Advanced Sales Comparison and Cost Approaches
 - Land Valuation Assignments and Adjustment Procedures & Subdivision Valuation
 - General Appraiser Market Analysis and Highest & Best Use
 - Real Estate Finance, Statistics, and Valuation Modeling
 - Uniform Appraisal Standards for Federal Land Acquisitions (Yellow Book)
 - Litigation Professional Development Program:
 - Litigation Valuation Overview
 - Litigation Appraising – Specialized Topics and Applications
 - Condemnation Appraising
 - Advanced Condemnation Appraising
 - Review Theory – General
 - IRS, Loss, Gift & Estate Valuations
- International Right of Way Association:
 - Ethics and the Right of Way Profession & Standards of Practice for the Right of Way Profession
 - Principles of Real Estate Appraisal
 - Appraisal of Partial Acquisitions
 - Easement Valuation & Legal Aspects of Easements
 - Reviewing Appraisals in Eminent Domain
 - Problems in the Valuation of Partial Acquisitions
 - Corridor Valuation
- American Society of Farm Managers and Rural Appraisers:
 - Integrated Approaches to Value
 - Best Practices for Rural Property Appraisals
 - Highest and Best Use
 - Valuation of Permanent Plantings in Changing Markets

Appraisal Experience

Actively engaged in appraisal in the Central Valley since 1989. Appraised many types of commercial, industrial, residential, apartment, subdivision, land, agricultural, and special purpose properties. Clients include:

- Government: U.S. Postal Service, U.S. Navy, U.S. Marshall's Office, Calif. Dept. of Forestry, Calif. Dept. of Transportation, Resolution Trust Corp., Federal Deposit Insurance Corp., County of Tulare, County of Kings, Administrative Office of the Courts
- Cities: Visalia, Tulare, Porterville, Dinuba, Exeter, Woodlake, Lindsay, Farmersville, Hanford, Kingsburg, Bakersfield, Reedley
- Schools: Visalia Unified, Hanford Elementary, Central Valley Christian, College of the Sequoias, Tulare City Schools, Tulare High School District, Liberty Elementary, Porterville Unified, Burton School District, Alta Vista School District, Tulare County Office of Education
- Lenders: Wells Fargo, Union Bank, J.P. Morgan, Bank of the Sierra, Comerica Bank, Westamerica Bank, Key Bank, Rabobank, Housing Capital Co., Citizens Business Bank, Premier Valley Bank, RBC Builder Finance, Farm Credit West, Kingsburg Land Bank, Bank of the West, Suncrest Bank, Central Valley Community Bank, Evangelical Christian Credit Union, United Security Bank, Mission Bank, Tri Counties Bank, Fresno First Bank
- Corporations: Kraft General Foods, Chevron USA, McDonald's Corp., Wal-Mart Stores, Campbell Soup Co., Pepsi Cola Co., Southern Pacific Railroad, Jostens, Payless Cashways, Frito Lay, Southland Corp., RR Donnelley, Leprino Foods, California Dairies, Sun Maid
- Insurance Companies: Nationwide Mutual Insurance Co., Chicago Title Insurance Co., Ticor Title Insurance Co., Fidelity National Title Co., Westchester Casualty
- Attorneys: McGregor Dahl Sullivan & Klug, Navy Exchange Service Command, Johnson & Black, Hurley & Laird, Williams Jordan & Broderson, Paul Hastings Janofsky & Walker, Houk & Hornburg, Baker Manock & Jensen, Griswold LaSalle Cobb Dowd & Gin, Dowling Aaron & Keeler, Herr Pedersen & Berglund, Peltzer & Richardson, Hooper Lundy & Bookman, McCormick Barstow, Kahn Soares & Conway, Ruddell Stanton & Bixler, Sullivan McGregor & Doerr, Lozano Smith
- Utilities: Southern California Edison, California Water Service Co., Southern California Gas
- Right-of-Way Firms: Universal Field Services, Bender Rosenthal, Paragon Partners, Tarvin & Associates, Hamner Jewell & Associates, Overland Pacific & Cutler, Monument
- Churches: Methodist, Baptist, Calvary Chapel, Nazarene, Mennonite, Catholic, Lutheran, Grace Community, Living Christ, Bethel Assembly, New Hope, Praise Center
- Health Care: Kaweah Health, Tulare Regional MC, Sierra View District Local HCD, Tulare Community Health Clinic, Visalia Medical Clinic, Family Health Care Network
- Other: YMCA, Farm Bureau, Housing Authority, Tulare Irrigation District, International Agri-Center, Visalia Rescue Mission, Owens Valley CDC

Litigation Experience

Appraised properties on behalf of private and public agency clients for eminent domain, bankruptcy, divorce, and other matters involving litigation. Have given depositions, appeared at mediation and arbitration hearings, and qualified as an expert witness in Tulare County, Kings County, and Kern County Superior Courts; Kings County Board of Equalization; and Federal Bankruptcy Court.

Condemnation Experience

Appraised hundreds of properties involved in full or partial takings on behalf of public agencies, right-of-way firms, law firms, and private property owners. Projects have included road widenings, bridges, overcrossings and undercrossings, utility installations, permanent and temporary easements, railroad corridors, lake expansions, and others.

MASTER GROUND LEASE – PORTERVILLE MUNICIPAL AIRPORT (draft rev 012725)

This **AIRPORT GROUND LEASE** (this "Lease") is entered into as of this ____ day of _____, 20____, by and between the City of Porterville ("City"), and _____, ("Lessee").

RECITALS

WHEREAS, City owns and operates a federally funded and obligated airport within the jurisdictional boundaries of City, commonly known as the _____(the "Airport"); and

WHEREAS, Lessee desires to lease a portion of the Airport for the purpose of operating and maintaining an aircraft storage hangar constructed before; and

WHEREAS, City desires to lease such portion of the Airport to Lessee under the terms and conditions set forth herein.

AGREEMENT

NOW, THEREFORE, incorporating the foregoing Recitals herein, it is mutually agreed as follows:

Name of Lessee: _____

____ Individual

____ Business Entity

Type of Entity and State of Organization: _____

Address:	
City/State/Zip:	
Phone Number:	
Alternate Number:	
Email:	
A/R Account Number:	

1. Term. The term of this Lease shall be for a period not to exceed five (5) years, commencing on _____(the "Commencement Date"), and ending on _____(the "Expiration Date"), unless sooner terminated as provided in this Lease (the "Initial Term").

Lessee shall have the right to renew this Lease for four (4) successive five (5) year periods (each a "Renewal Term") provided that the Renewal Conditions, as defined herein

MASTER GROUND LEASE – PORTERVILLE MUNICIPAL AIRPORT

below, are met for each such Renewal Term.

“Renewal Conditions” as used herein shall mean the following:

- (a) An inspection of the Premises is conducted by the City;
- (b) Lessee is not then in Default (as defined in Section 20 herein) of this Lease;
- (c) No more than two (2) events of Default (as defined in Section 20 herein) shall have occurred during the five (5) year period prior to the date of expiration of the then-current Initial Term or Renewal Term;
- (d) The Hangar is in good and operable repair, in accordance with California Department of Industrial Safety and Fire Codes, which may apply to aircraft hangar storage and other applicable federal, state and local laws and ordinances, including exterior painting, wiring and structural repairs made as necessary;
- (e) City has not elected to use the Premises for any purpose other than construction, installation, maintenance and repair of an aircraft storage hangar;
- (f) In addition to annual Consumer Price Index adjustments, in order to keep lease rates in line with fair market values throughout the life of the lease; base rent adjustments, if necessary, will be made with adjustments to be determined by an appraisal of real property, with the increase being no more than eight percent (8%) in any given year or twenty percent (20%) in any given five year period; and
- (g) At the commencement of the first Renewal Term and the renewals permitted by this Lease, all material modifications to City’s standard ground lease offered to private hangar owners at the Airport, with the exception of provisions affecting the length of the Lease term, if any, shall be incorporated into the renewed Lease as an amendment executed by City and Lessee.

In the event the Renewal Conditions are not met or, in City’s determination, are not likely to be met, City shall give written notice to Lessee at least sixty (60) days prior to expiration of the then-current Initial Term or Renewal Term. Such notice shall include any amendment required by subsection (e) above, if applicable. If any Renewal Condition remains unmet, and City has not provided a written waiver of such unmet Renewal Condition prior to the expiration of the then-current Initial Term or Renewal Term, this Lease shall automatically terminate, and the provisions of Section 6.d(1) herein shall apply.

Lessee shall exercise its option to renew by timely delivering its annual rental payment for the first year of each Renewal Term, along with the executed Lease amendment. In the event Lessee does not exercise any option to renew as provided herein, this Lease shall automatically terminate, and the provisions of Section 6.d(1) herein shall apply.

- 2. Premises.** This Lease shall be issued only in connection with premises upon which a privately owned hangar was constructed prior to May 1, 2018. City hereby leases to Lessee, and Lessee hereby hires from City, upon the terms and conditions herein set forth, that certain portion of land located at the Airport (the “Premises”), comprising of (_____) square feet, upon which a privately owned hangar now sits, which is more particularly identified as **Lot # _____**, as outlined in Exhibit “A” attached hereto and made a part hereof by

MASTER GROUND LEASE – PORTERVILLE MUNICIPAL AIRPORT

this reference. All oil, gas and mineral rights are expressly reserved from this Lease.

3. Utilities. During the term of this Lease, Lessee agrees to pay all charges and expenses in connection with any utility services furnished to the Premises. If utilities are provided to the Premises and not separately metered, Lessee shall arrange for separate meters at Lessee's expense and Lessee shall contract directly with utility providers. If separate meters are not possible, Lessee shall reimburse City for Lessee's pro rata share, as reasonably determined by City, of all shared utilities within ten (10) days after billing by City.

Lessee acknowledges that City has no obligation to provide any utilities to the Premises. City shall not be liable to Lessee under any circumstances for damages or loss to Lessee's property, injury to person or property, or consequential damages, however occurring, through, in connection with, or incidental to the failure to furnish or interruption of any utilities at the Premises.

Lessee shall comply with all rules and regulations which City, any governmental agencies or authorities, or any utility company may establish for the use, proper functioning and protection of any utility.

4. Rent

4a. Base Rent. On the Commencement Date, Lessee shall pay City an annual base rent in the amount of _____ (\$ _____) per year ("Base Rent") calculated at (\$0. _____) x _____ (_____) square feet as further set forth in Exhibit "C" attached hereto. Rent is to be paid in full on the Commencement Date and thereafter on each yearly anniversary of the Commencement Date. The Base Rent amount is subject to an annual cost of living adjustment as explained in Section 4b below.

4b. Annual Rent Increase. On the first anniversary of the Commencement Date, and each anniversary thereafter, the Base Rent shall be increased by the current City Adjustment Factor. This will determine the new "Base Rent" for the new year. The City "Adjustment Factor" shall be a percentage calculated as follows: Beginning January 1, 2025, and every year thereafter, the annual rent increase shall be determined by calculating the annual average of the San Francisco and Los Angeles California Consumer Price Indexes for all urban consumers as reported by the State of California, Department of Industrial Relations ("CPI"), as published for October of the prior year.

4d. Late Fee; Fees for Denied Payment. Lessee is responsible for timely payment of annual rent and all additional charges, without notice or demand and without deduction, diminution, abatement, counter claim or setoff of any amount for any reason whatsoever, to City.

In the event any payment is not received by City by noon on the fifteenth (15th) day after it is due, Lessee shall, without notice, pay late charges in the amount of standard City late/processing fee as may be periodically adjusted (currently \$36.00)

MASTER GROUND LEASE – PORTERVILLE MUNICIPAL AIRPORT

each month that the annual payment remains unpaid. If payment remitted by check or other negotiable instrument is presented for payment to the appropriate institution and denied for insufficient funds, such payment shall be subject to a City's standard processing/late fee.

5. Obligations of Lessee. Lessee acknowledges that the principal use of the Airport consists of the operation of a public airport and that all other operations and businesses which are now or thereafter permitted by City, including the use hereunder, must at all times be compatible with such principal use, as City shall, in its sole discretion, determine.

5a. Storage and Use of Premises. The Premises shall be used only for the construction, installation, maintenance and repair of an aircraft storage hangar (the "Hangar"), storage of the aircraft of record identified in Exhibit "B" attached hereto and incorporated herein (the "Aircraft"), and otherwise primarily for aeronautical uses. No residential, commercial or business activity of any kind whatsoever shall be conducted or allowed by Lessee in, from or around the Premises. Subleasing of Aircraft storage space, in and of itself, shall not constitute commercial activity for purposes of this paragraph. The Hangar shall not be removed from the Premises by Lessee except as otherwise provided in this Lease.

Lessee shall have and maintain a controlling ownership interest in the Hangar. Any aircraft parked or stored on the Premises for more than five (5) days, which need not be consecutive, in any twelve (12) month period shall be deemed Aircraft subject to this Lease. Lessee shall have and maintain a controlling ownership interest in at least one Aircraft, and Lessee, or a sub-lessee of Lessee, shall have and maintain a controlling ownership interest in each other Aircraft, as evidenced by FAA Aircraft Registration Certificates. "Controlling ownership interest", as used herein, shall mean legal ownership of more than fifty percent (50%); the right to otherwise control the leasing, sale, and management of the subject property, or, in the case of a leased Aircraft, the lessor of the Aircraft or the owner of a controlling ownership interest in the business entity that leases the Aircraft.

In the event additional or substitute Aircraft are to be stored on the Premises, Lessee shall give prior written notice to City which notice shall include identification of the subject Aircraft, a copy of the FAA Aircraft Registration Certificate for the Aircraft, and copies of the insurance certificates required pursuant to Section 12 of this Lease for the Aircraft. Exhibit "B" to this Lease shall then be amended to reflect such additions or substitutions.

5b. Maintenance of Premises. Lessee shall maintain the areas surrounding the Hangar consisting of five (5) feet in the front, rear, and sides of the Hangar in a neat and orderly condition. This includes trash disposal, landscaping, and weed removal. Lessee shall keep such area around the Hangar clean and clear of debris, oil, grease and/or toxic chemicals. Lessee agrees to maintain the Hangar in a clean and orderly condition, and in good and operable repair, at all times, and in accordance with California Department of Industrial Safety and Fire Codes which may apply to aircraft hangar storage and other applicable federal, state and local laws and ordinances. This includes

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exterior painting, wiring and structural repairs, as necessary. Lessee shall be responsible for clean-up and maintenance due to fuel or oil spills. Lessee shall take steps to ensure that the performance of any maintenance work conducted on the Premises shall not damage the Premises. Lessee shall become familiar with and shall at all times abide by all of City's rules and regulations related to use of the Hangar and the Premises and the use of any of City's other Airport facilities, whether promulgated before or after the execution of this Lease, and in particular Lessee shall abide by the following regulations (please initial next to each line):

_____A. There shall be no priming or painting in the Hangar except for touching up minor chips. Except for the foregoing, Lessee shall request in writing permission from City prior to conducting any painting activities on the Premises or at the Airport.

_____B. Paints, solvents, thinners, and other flammable liquids or materials shall be used only when the Hangar door is completely open to provide ventilation.

_____C. Combustible materials must be stored in NFPA-approved containers and closed when not in use.

_____D. Lessee shall not permit any accumulation of oily rags, paper, rubbish, or other debris, nor overload electrical circuits, which could increase the risk of fire.

_____E. No hazardous or flammable materials shall be stored within or about the Hangar and Premises unless stored within an Environmental Protection Agency or local Fire Marshall approved container/cabinet.

_____F. No boxes, crates, rubbish, paper or other litter that could cause or support combustion shall be permitted to accumulate within or about the Premises.

5c. Damage to Premises. Lessee shall control the conduct and demeanor of its invitees, agents, and sub-lessees, and their invitees and agents, in and around the Premises and shall take all steps necessary to remove persons whom City may for good and sufficient cause deem objectionable. Lessee shall be responsible for all damage to the Premises caused by the acts, omissions, negligence, or willful misconduct of Lessee, Lessee's invitees and sub-lessees, and their invitees, not to exclude repair of apron in front of the Hangar due to fuel spillage. In the event Lessee does not promptly repair any damage to the Premises or property for which Lessee is responsible, City reserves the right, in addition to any other rights or remedies available to City, to make such repairs, at Lessee's expense, the cost of which shall become due and payable within ten (10) days of billing from City.

5d. Licenses, Permits, Authorizations. Lessee shall, at its own cost and

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expense, obtain and maintain all licenses, permits, certificates, or other authorizations of any governmental authority having jurisdiction thereover, including but not limited to, the FAA, which may be necessary for the conduct in the Premises of its business operations and resolutions, codes, rules, orders, directions, ordinances, and regulations of any department, bureau or agency or any governmental authority having jurisdiction over the operations, occupancy, maintenance and use of the Premises for the purpose demised hereunder, except for those requiring major Alterations to the Premises as distinguished from those relating to furniture, fixtures or equipment of Lessee therein. Tenant shall indemnify and save City harmless from an against any claims, penalties, losses, damage or expense imposed by reason of Lessee's violation of any applicable law or the rules and regulations of governmental authorities having jurisdiction thereof.

5e. No Waste/Nuisance. Lessee shall not use or permit the use of the Premises in any manner that will a) tend to create or permit any waste or nuisance, b) tend to disturb other tenants or users of the Airport, c) invalidate or cause cancellation or be in conflict with fire or other hazard insurance policies covering the Airport, or d) increase the rate of fire insurance for the Airport or of property located therein, over that rate in effect on the Commencement Date hereof. Lessee, at its expense, shall comply with all rules, order, regulations, or requirements of the State and City Fire Code.

5f. Termination and Expiration of This Lease.

(1) Termination. Within ninety (90) days of the termination of this Lease, Lessee shall remove, at Lessee's sole expense, the Hangar, the Aircraft, and all of Lessee's personal property from the Premises, and surrender the Premises to City in good and clean condition and repair.

Lessee shall be liable for any and all damage to the Premises caused by Lessee's use including, but not limited to, damage to the apron immediately adjacent to the Premises due to fuel or oil spillage, or contamination from hazardous materials.

In the event Lessee does not remove Lessee's property, including the Hangar and/or the Aircraft, from the Premises within ninety (90) days of the termination of this Lease, City may elect with regard to all or any such property, in City's sole discretion and without further notice to Lessee, to do any of the following: (i) remove such property from the Premises and dispose of it, in which case Lessee shall reimburse City upon demand for all costs of removal and disposal; (ii) take full possession and ownership of such property, in which case Lessee shall not be responsible for removal or disposal cost, nor entitled to any proceeds of any sale or rental by the City of such property; or (iii) in the case of personal property (including the Aircraft, but not including the Hangar), to deem such property abandoned personal property and proceed with notice and foreclosure sale according to and in compliance with the terms of California Civil Code Section 1993, et seq.

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(2) Expiration of Renewal Period. If this Lease has not been terminated prior to the expiration of the fourth (4th) Renewal Term as provided in Section 1 herein, and upon the expiration of the fourth (4th) Renewal Term of this Lease, provided that the Renewal Conditions (as defined in Section 1 herein) are met or waived by City in writing and neither party has informed the other in writing of its intent not to renew at least sixty (60) days prior to such expiration, this Lease shall automatically renew for successive one (1) month; provided, however, that either party hereto shall have the right during any of the foregoing one-month Terms to terminate this Lease for any reason at any time upon thirty (30) days prior written notice to the other party, in which case the provisions of Section 5.f(1) herein shall apply.

(3) Termination in Accord with Porterville Charter. Notwithstanding the stated term of the Lease, the City may terminate this Lease at its pleasure and repossess the premises therein described prior to the expiration of any initial lease term or term of renewal, upon three (3) months' notice thereof and upon payment to the lessee the market value of any improvements made or put upon said premises by the lessee. The market value of such improvements shall be determined by a board of appraisers consisting of one appraiser appointed by the City Council, and a lessee appraiser appointed by Lessee. The parties will follow Charter Section 68 concerning the determination of the value of the improvements.

6. Compliance with Laws and Regulations. In utilizing the Premises during the term of this Lease, Lessee agrees to comply with the following:

6a. Porterville Municipal Code, Chapter 4 - Airport (Exhibit D)

6b. FAA Assurances – Airport Sponsors (Exhibit E)

6c. City of Porterville Airport Leasing Policy (Exhibit F)

6d. All applicable ordinances, rules and regulations, and policies established by any federal, state or local government agency exercising jurisdiction over the Premises, as the same may be amended from time to time.

6e. Any incidental non-aeronautical use of the Premises shall not interfere with the primary aeronautical uses of the Premises.

6f. All security measures that may be imposed from time to time by City or any other applicable governmental agency. If gate codes are used, Lessee shall not be authorized to distribute gate codes to any persons. If Lessee provides any gate code to unauthorized individuals, it shall be considered a material breach of this Lease.

6g. Lessee agrees that City is not responsible for the security of the Aircraft, or any property located on the Premises. It is expressly understood that no storage of airplanes, boats, cars, trucks, trailers or mobile homes is permitted outside of the Hangar or anywhere on City's property except designated parking areas for such vehicles or aircraft.

MASTER GROUND LEASE – PORTERVILLE MUNICIPAL AIRPORT

7. Safe Use of Premises. Lessee agrees to make no unlawful, offensive or noxious use of the Premises or the Airport. In addition, no explosives, firearms, volatile or flammable chemicals or other property which would materially increase the hazard of fires shall be stored at the Premises; provided, however, that up to 20 gallons of aircraft fuel may be stored within the Hangar in compliance with Section 6a(D) herein, on a temporary basis in connection with self-service maintenance activities. No aircraft shall be refueled while said aircraft is within the Hangar or otherwise on the Premises. Any refueling shall occur outside the Premises and fuels shall not be stored at the Premises, other than in the fuel tanks internal to the stored Aircraft. If any Aircraft requires a special grade/type of fuel not provided by City and/or the Fixed Based Operator (“FBO”), if any, all rules and regulations governing the private, non-commercial self-fueling of aircraft shall be followed.

8. Airport Use. In connection with the ownership and use of the Airport by City, Lessee agrees as follows:

- (a) City reserves the right to further develop or improve the landing area of the Airport as it sees fit, regardless of the desires or views of Lessee, and without interference or hindrance. If the foregoing development or improvement shall have a material adverse effect on Lessee’s use of the Premises, the parties hereto shall meet and confer prior to the commencement of such development or improvement.
- (b) City reserves the right, but shall not be obligated to Lessee, to maintain and keep in repair the landing area of the Airport and all publicly owned facilities of the Airport to standard established by City in City’s sole discretion, together with the right to direct and control all activities of Lessee in this regard.
- (c) This Lease shall be subordinate to the provisions and requirements of any existing or future agreement between City and agencies of the United States relative to the development, operation or maintenance of the Airport.
- (d) In the event any future structure or building is planned for the Premises or in the event of any planned modification or alteration of any present or future building or structure situated on the Premises, Lessee shall comply with the notification and review requirements covered in Part 77 of the Federal Aviation Regulations, as well as all applicable federal, state, and local laws, regulations and permitting requirements.
- (e) It is understood and agreed that nothing herein contained shall be construed to grant or authorize the granting of any exclusive right within the meaning of Section 308(a) of the Federal Aviation Act of 1958 (49 USC Section 1349).
- (f) There is hereby reserved for the City, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the Premises. The public right of flight

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shall include the right to cause within the said airspace any noise inherent in the operation of any aircraft used for navigation of flight through the said airspace or landing at, taking off from or operating on the Airport.

- (g) Lessee, by accepting this Lease, expressly grants for itself, its successors and assigns that it will not permit any natural growth or other obstruction on the land leased hereunder above a height as determined by the application of the requirements of Part 77 of the Federal Aviation Regulations. Lessee shall also not erect or permit the erection of any structure or building on the land leased hereunder above a height of thirty five (35) feet, as required by City Fire Code. In the event the aforesaid covenants are breached, City reserves the right to remove the offending structure or object, all of which shall be at the expense of Lessee.
- (h) Lessee shall not make use of the Premises in any manner which might interfere with the landing and taking off of aircraft from the Airport, or which might otherwise constitute a hazard. In the event the aforesaid covenant is breached, City reserves the right to enter upon the Premises and cause the abatement of such interference, at the expense of Lessee.
- (i) This Lease and all of the provisions hereof shall be subject to whatever right of the United States Government now has, or in the future may have or acquire, affecting the control, operation, regulation and taking over of said Airport, or the exclusive or nonexclusive use of the Airport, by the United States during the time of war or national emergency or otherwise.
- (j) Lessee shall conform to the Airport Rules and Regulations and FAA safety and security rules and regulations regarding the use of the Airport operations area including runways, taxiways, aircraft aprons by vehicles, employees, customers, visitors, etc. in order to prevent security breaches and avoid aircraft incursions and vehicle/pedestrian deviations; will complete and pass an airfield safe driving instruction program when offered or required by the Airport, and will be subject to penalties as prescribed by the Airport for violations of the Airport safety and security requirements.

9. Airport Security. Lessee is responsible for maintaining security in and around the Premises or any other area adjacent to or upon the Airport which Lessee has an exclusive right to use or which Lessee otherwise controls. Lessee is further responsible for maintaining security with respect to access to an entry upon Airport operations areas, or other areas of the Airport designated by City from time to time as security areas, by employees, subtenants, contractors, invitees or customers of Lessee or any other person who enters the Airport operations areas at Lessee's invitation, direction or authority, whether through or from the Premises or otherwise.

10. Assignment and Sublease. Neither this Lease nor any interest herein shall

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be assigned, either voluntarily or involuntarily, by Lessee, or by operation of law or otherwise, nor shall the Premises or the Hangar, or any part thereof, be sublet or sold by Lessee without the prior written consent of City. Consent to any such assignment, transfer, sale, or sublease shall not be unreasonably withheld by City provided (a) City receives FAA Certificates of Ownership for all Aircraft contemplated for storage on the Premises, together with copies of the insurance certificates for each Aircraft as required herein, and (b) in the case of an approved assignment and Hangar sale or transfer, the transferee of the Hangar shall execute a new Ground Lease under terms and conditions then being offered by City but with a term ending no later than the expiration date of the then-current Initial Term or Renewal Term, with the same automatic renewal periods as set forth herein, if any remain (and this Ground Lease shall terminate), or, in the case of a sublease, the sub-lessee executes a sublease containing an agreement to be bound by the provisions of this Lease. Any such assignment, transfer, sublease or sale without such prior written consent of City shall be void and City shall have the right to terminate this Lease upon such unapproved assignment, transfer, sublease or sale at its sole discretion.

City shall have the right to assign or transfer City's interest in this Lease or any rights or obligations in or to it. In the event of any such assignment or transfer, Lessee shall look solely to the assignee or transferee for performance of City's obligations under this Lease.

The parking or storing of any aircraft in which Lessee does not have a controlling ownership interest on the Premises for more than five (5) days, which need not be consecutive, in any twelve (12) month period shall require a sublease.

No sublease of this Lease shall be valid unless the sublease is reduced to writing, and executed by Lessee, City, and the sub-lessee. Copies of all subleases shall be kept on record at the Airport Director's Office.

11. Ownership of Improvements; City's Right to Purchase.

11a. During Lease Term. It is mutually agreed that the Hangar and any other improvements placed upon the Premises shall remain the property of Lessee throughout the term of this Lease. Lessee covenants and agrees not to make material alterations, additions or improvements to the Premises without a) the prior written approval of City, of which approval shall not be unreasonably withheld, b) acquisition by Lessee of the required building and use permits, and c) Lessee's compliance with all applicable law, regulations and building/development standards .

11b. Third Party Offer. If, during the term of this Lease, Lessee should receive a bona fide written offer from a third party to purchase the Hangar, which offer Lessee is inclined to accept, Lessee shall give written notice to City. City shall have the first right of refusal to purchase the Hangar on the same terms and conditions as set forth in such offer. City shall exercise its right to purchase by delivering written notice of intent to purchase to Lessee within thirty (30) days of receipt of Lessee's notice, and City shall complete the purchase within sixty (60) days of City's notice of intent to purchase. The

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closing of such purchase shall effect an automatic termination of this Lease, and Lessee shall have no further obligation to pay rent.

Notwithstanding the foregoing, this section shall not apply to any offer from, or the sale or transfer of the Hangar to, (i) any immediate family member of Lessee, if Lessee is an individual, (ii) any immediate family member of an individual who holds a controlling interest in Lessee, if Lessee is a business entity, or (iii) any business entity in which any such immediate family member holds a controlling interest. As used herein, "immediate family member" shall mean a child, grandchild, parent, or sibling.

12. Construction of Improvements. The following provisions of this Section 11 are applicable only in the event the Hangar has not yet been erected on the Premises as of the Commencement Date.

12a. Construction. Lessee shall apply for a building permit within six (6) months of the Commencement Date, and shall complete construction, at Lessee's sole cost and expense, of the Hangar, as approved by City, on the Premises within twelve (12) months of the Commencement Date. Lessee shall provide all information required by City for the permit process in a timely manner. If Lessee seeks to have utilities on the Premises, they shall be provided and paid for by Lessee. Evidence of completion shall be the issuance of a Certificate of Occupancy from City. Prior to occupancy, Lessee shall present the Airport Director with a copy of the validly issued Certificate of Occupancy. Lessee shall be responsible for obtaining, at Lessee's sole cost and expense, all permits of any kind required by law, including payment of utility and applicable development fees. City shall have the right to control the type of construction, architectural style, size and color of any improvements to the Premises. Prior to developing final working plans, Lessee shall submit preliminary plans to the Porterville City Building Department for review and comment. City shall review said plans and advise Lessee of any deficiencies. Lessee shall then make the necessary changes, if any, required for City's approval. After those conditions have been satisfied, City shall notify Lessee in writing that Lessee may proceed with construction.

12b. Surety for Performance and Payment. Before any major work of construction, alteration or repair is commenced on the Premises, Lessee shall furnish City adequate surety for performance and payment in a form acceptable to the City Risk Manager, in an amount not less than the cost of the improvements to be constructed, and which shall remain in effect until the entire cost of the work has been paid in full and the new improvements have been insured as provided in this Lease. City may, but shall not unreasonably, disapprove the surety. The surety shall be deemed approved unless notice of disapproval is given within thirty (30) days after receipt of the proposed surety.

13. Insurance.

13a. Insurance Coverages. Lessee shall obtain and maintain at all times during the term of this Lease, from one or more financially solvent insurance carriers authorized to conduct business in the State of California, general liability insurance,

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inclusive of aircraft liability and premises liability, with a single limit for bodily injury and property damage of \$_____ per occurrence with the exception of per aircraft passenger sub-limits of \$_____, insuring Lessee's liability against death and bodily injury to persons, including invitees and passengers, and damage to property.

13b. Certificate of Insurance. City shall be named as an additional insured under the applicable insurance policies as of the Commencement Date, and shall be furnished duly executed certificates of all required insurance, together with satisfactory evidence of the payment of the premiums therefore, prior to the Commencement Date, upon renewals of such policies, no less than thirty (30) days prior to the expiration of the term of such coverage. The insurance policies of Lessee shall further provide at least thirty (30) days advance written notice to City and Lessee of any material change, cancellation, non-renewal or changes adverse to the interest of City or Lessee. It is expressly understood by Lessee that the receipt of any required insurance certificates by City hereunder does not constitute agreement that the insurance requirements of this Lease have been fully met or that the insurance policies indicated on the certificate are in compliance with all requirements of this Lease. Further, the failure of City to obtain certificates or other evidence of insurance from Lessee shall not be deemed a waiver by City. Nonconforming insurance shall not relieve Lessee of its obligation to provide the insurance specified herein.

It is Lessee's responsibility to provide the certificates of insurance with additional insured endorsement on or before the expiration date of Lessee's existing insurance policy. A processing fee as may be set and periodically adjusted by the City (currently \$36.00) will be charged if the certificate of insurance is not received by City on or before the renewal date.

13c. Waiver of Subrogation. All policies shall expressly waive the underwriter's and insurance carrier's right of subrogation against City and/or its insurance carriers.

13d. Primary Insurance. Lessee's insurance policies shall respond on a primary basis, with any insurance carried by City to be construed as secondary or excess insurance.

13e. Lessee's Liability Not Limited. NOTWITHSTANDING THE PROVISIONS OF THIS SECTION 12, FOR PURPOSES OF THIS LEASE, LESSEE ACKNOWLEDGES THAT ITS POTENTIAL LIABILITY IS NOT LIMITED TO THE AMOUNT OF LIABILITY INSURANCE COVERAGE IT MAINTAINS OR TO THE LIMITS REQUIRED HEREIN.

14. Casualty. In the event that the Premises, or the means of access thereto, is damaged by fire or any other cause, the rent payable hereunder shall not abate. In the event of loss of or material damage to the Hangar, Lessee shall repair or replace the Hangar within twenty-one (21) days following written notice to Lessee or, provided that Lessee has in good faith commenced such repair or replacement within such 21-day period, in a reasonable time thereafter. In the event such repair or replacement has not

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been timely completed as provided in this Section 13, City shall have the rights of entry and repair or replacement granted to it pursuant to Section 17 herein.

15. Liabilities, Indemnities and Force Majure. Lessee shall defend, indemnify and hold harmless City (inclusive of its subsidiaries, affiliates, as now or hereafter constituted) and its officers, directors, agents, employees, and contractors, from and against any and all cost, liability, fine, penalty, damage or injury, including cost of suit and expenses of legal services, claimed or recovered by any person or entity, arising out of or relating to use of the Premises, or any activity, work, or other things done, permitted or suffered by Lessee in, on, or about the Premises by Lessee, its invitees, agents, or sub-lessees, or their invitees or agents, or any breach or default by Lessee in the performance of any obligation of Lessee set forth in this Lease ("Contract Damages"), except in the event that such damages arise from City's sole negligence or willful misconduct.

Further, Lessee shall indemnify City and pay any taxes or penalties imposed by any proper governing authority based upon Lessee's failure to comply with or violation of any local, state or federal rule resulting from the improper utilization of the Premises.

Any such sum shall be paid within ten (10) days of written demand by City.

Neither party shall be liable for its failure to perform this Lease or for any loss, injury, damage or delay of any nature whatsoever resulting from or caused by an act of God, fire, flood, accident, strike, labor dispute, riot, insurrection, war, law, regulation, or any other cause beyond such party's control; provided, however, that Lessee shall not be excused for any such reason from its obligation to pay rent in a timely manner as provided herein.

16. Risk of Loss. Lessee bears all risk of loss or damage to the Hangar and any property stored within the Hangar, whether caused by fire, water, earthquake, theft, terrorism, or any other risk. City shall not provide insurance for the Hangar or any property stored therein. Lessee acknowledges that insurance is available from independent insurance companies to protect Lessee in the event of damage or loss.

17. Environmental Responsibilities of Lessee.

17a. Environmental Removal and Disposal. Lessee shall be responsible for the proper removal and disposal of all Hazardous Materials and Toxic Substances, as defined herein, generated by Lessee as a result of Lessee's activities in, on and from the Premises or the Airport, whether during the term or following expiration or termination of this Lease. Lessee shall ensure that removal of such materials and substances from the Hangar and the Airport is accomplished in accordance with Airport, local, state and federal guidelines. Additionally, environmental contamination caused or permitted by Lessee, which impacts the Premises or the Airport as a result of Lessee's improper handling, disposal, release or leakage of any Hazardous Materials and Toxic Substances while utilizing the Premises or Airport shall be the sole responsibility of Lessee. For purposes of this Section 16, "Hazardous Materials and Toxic Substances"

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shall mean any hazardous or toxic substances, materials, wastes, pollutants or contaminants, as defined, listed or regulated now or in the future by any federal, state or local law, rule, regulation, ordinance, statute or order or by common law decision, including, without limitation, petroleum products or byproducts.

17b. Environmental Indemnification. Lessee shall indemnify, defend and hold harmless City (inclusive of its subsidiaries, affiliates, as now or hereafter constituted) and its officers, directors, agents, employees, and contractors, from and against any and all claims (including, without limitation, third party claims from bodily injury or real or personal property damage), actions, administrative proceedings (including information proceedings), judgments, damages, punitive damages, penalties, fines, taxes and assessments, liabilities (including sums paid in settlement of claims), interest, impairments, losses, fees and expenses (including attorney's fees and expenses incurred in enforcing this provision or collecting any sums due hereunder), consultant and expert fees, together with all other costs and expenses of any kind or nature, including any and all expenses of cleaning up or disposing of any such Hazardous Materials and Toxic Substances arising from or caused by Lessee's use of the Premises or the Airport or Lessee's failure to perform the covenants of this Section 16 ("Environmental Damages"). Lessee shall have no responsibility for any Environmental Damages which preceded the Commencement Date of this Lease. The obligations, covenants and agreements of Lessee contained in this Section 16 shall survive expiration or termination of this Lease for any reason.

18. Entry to Hangar; City Repairs. Lessee consents to City's entry onto the Premises and the Hangar, without notice to Lessee, in the case of an emergency which, in City's reasonable determination, poses an imminent health or safety threat to any person or property. Lessee further consents to City's entry onto the Premises and the Hangar if, within twenty-one (21) days following written notice to Lessee of any breach of Section 13 of this Lease relating to casualty, such breach has not been remedied by Lessee. In such event, City shall be entitled to repair, replace, or otherwise remedy any such breach, the cost for which shall be paid by Lessee within ten (10) days of written notice thereof. Under all other circumstances, including inspection to ensure compliance with the terms and provisions of this Lease, Lessee further consents to City's entry onto the Premises and the Hangar with twenty-four (24) hours advance notice by email, or, in the event email notification is unavailable, by mail or by telephone, as provided in Section 25 herein. The cost of such inspections shall be paid by City unless such inspection reveals the presence of hazardous materials or toxic substances are the result of Lessee's operations on the Premises.

19. Subordination. This Lease is subject and subordinate to the following:

19a. City reserves the right to develop and improve the Airport as it sees fit, regardless of the desires or views of Lessee, and without interference or hindrance by or on behalf of Lessee, provided Lessee is not deprived of the use or access to the Premises or any of Lessee's rights under this Lease.

19b. City reserves the right to take any action it considers necessary to protect the

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aerial approaches to the Airport against obstruction, together with the right to prevent Lessee from erecting or permitting to be erected any building or other structure on the Airport which would limit the usefulness of the Airport or constitute a hazard to aircraft.

19c. City reserves the right, but shall not be obligated to Lessee, to maintain and keep in repair the landing area of the Airport and all publicly owned facilities of the Airport, together with the right to direct and control all activities of Lessee in this regard.

19d. This Lease is and shall be subordinate to the provisions of existing and future agreements and assurances between City and the United States, the Federal Aviation Administration, or the State of California relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the obtaining or expenditure of federal funds, state funds, services, or property for the benefit of the Airport.

19e. During national emergency, City shall have the right to lease all or any part of the landing area or the Airport to the United States or the State of California for military use, and if any such lease is executed, the provisions of this Lease insofar as they may be inconsistent with the provisions of such lease to the government, shall be suspended, but such suspension shall not extend the term of this Lease. Abatement of rentals shall be reasonably determined by the City in proportion to the degree of interference with Lessee's use of the Premises.

19f. Except to the extent required for the performance of any obligations of Lessee hereunder, nothing contained in this Lease shall grant to Lessee any rights whatsoever in the airspace above the Premises other than those reasonably necessary to Lessee's enjoyment of the Premises and which are consistent with Federal Aviation Administration rules, regulations and orders currently or subsequently effective.

19g. This Lease is subject and subordinate to any and all mortgages which may now or hereafter encumber the City's fee simple interest in the Airport real property, and to all renewals, modifications and extensions thereof; provided that with respect to any future mortgage, the subordination described above shall be subject to the following: in the event that any proceedings are brought by the mortgagee (a) to foreclose the mortgage or any renewal, modification, consolidation, replacement or extension thereof, for any reason whatsoever, or (b) to succeed to the interest of City by foreclosure, deed in lieu thereof or otherwise, and provided no uncured event of default under this Lease shall have occurred and be continuing, Lessee's possession of the Premises and Lessee's rights and privileges under this Lease and any extension or extensions thereof shall not be diminished, interfered with or disturbed by the mortgagee. Lessee shall, within seven (7) days after required of City, execute any subordination documents which City or any mortgagee of the Premises may reasonably request, but no such document shall be required to effectuate said subordination. Any such subordination documents shall, as to any future mortgage, comply with the terms of this paragraph.

19h. Lessee understands and accepts City's delegation of the prohibition against exclusive rights in accordance with the obligation set forth in the Federal Aviation Act of 1958, Section 308(a), which states "there shall be no exclusive right for the use of any

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landing area or air navigation facility upon which federal funds have been expended” and as set forth in 49 United States Codes Section 40107(a)(4) and U.S.C. Section 40103(e). Lessee may not exercise any of its rights or privileges under the Lease in any manner which results in and subjects the public Airport users or tenants to unjust discrimination.

19i. Lessee for himself/herself/itself, and its or their personal representatives, administrators, successors in interest, and assignees, as part of the consideration hereof, does hereby covenant and agree that: (a) no person on the grounds of race, color or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of Airport facilities, in the construction of any improvements on, over, or under Airport land, or in the furnishing of services thereon; and (b) use the Premises shall be in compliance with all other requirements imposed by or pursuant to *Title 49 Code of Federal Regulations Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation* and as outlined in FAA AC 150/5100-15A *Civil Rights Requirements for the Airport Improvement Program* and as said regulations may be amended.

19j. Lessee acknowledges that the City is subject to Federal Grant Agreement obligations as set forth on Exhibit “F” attached hereto and made a part hereof, and Lessee shall act in compliance therewith.

20. Disclaimer of Liability: CITY HEREBY DISCLAIMS, AND LESSEE HEREBY RELEASES CITY FROM, ANY AND ALL LIABILITY WHETHER IN CONTRACT OR TORT (EXCEPT AS PROVIDED HEREIN) FOR ANY LOSS, DAMAGE OR INJURY OF ANY NATURE WHATSOEVER SUSTAINED BY LESSEE, OR ITS EMPLOYEES, AGENTS OR INVITEES, DURING THE TERM OF THIS LEASE, INCLUDING BUT NOT LIMITED TO LOSS, DAMAGE OR INJURY TO THE AIRCRAFT OR OTHER PROPERTY OF LESSEE THAT MAY BE LOCATED OR STORED ON OR IN THE PREMISES, UNLESS SUCH LOSS, DAMAGE OR INJURY IS CAUSED BY CITY’S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. THE PARTIES HEREBY AGREE THAT UNDER NO CIRCUMSTANCES SHALL CITY BE LIABLE FOR INDIRECT, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES, WHETHER IN CONTRACT OR TORT.

21. Default. Lessee shall be considered in breach and default of this Lease in the event (each, a “Default”) (a) Lessee defaults in its obligation to pay rent and such default continues for fifteen (15) days after written notice thereof from City; (b) Lessee defaults in the performance of any other obligation or violates any other term or provision herein and such default or violation continues for twenty-one (21) days, or is repeated, after written notice thereof from City; (c) Lessee is a corporation, limited liability company, or other business entity and ceases to lawfully exist under the laws of the State of California or the state of its organization; (d) a petition is filed by or against Lessee under any state or federal bankruptcy laws (including a petition for reorganization); or (e) Lessee assigns its property for the benefit of creditors.

In the event that Lessee is in Default of this Lease, then City may, at its option, terminate this Lease upon written notice to Lessee, in which event the provisions of

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Section 6(d)(1) herein shall apply.

22. Governing Law. This Lease shall be construed in accordance with the laws of the State of California. Venue shall be in the appropriate court in and for Porterville City.

23. Relationship of Parties. The relationship between City and Lessee shall always and only be that of lessor and lessee, or landlord and tenant. Lessee shall never at any time during the term of this Lease become the agent of City, and City shall not be responsible for the acts or omissions of Lessee, its employees or agents.

24. Remedies Cumulative. The rights and remedies with respect to any of the terms and conditions of this Lease shall be cumulative and not exclusive, and shall be in addition to all other rights and remedies available to either party in law or equity.

25. Notices. All notices to be given hereunder shall be in writing and shall be sent by certified mail postage prepaid, addressed as follows:

NOTICE TO CITY:

Email Address:

Address:

NOTICE TO LESSEE:

Email Address: _____

Telephone: _____

Name: _____

Address: _____

City/State/ZIP: _____

Any notices permitted or required to be given by the terms of this Lease shall be effective three (3) business days after mailing, or the next business day after emailing.

26. Integration. This Lease constitutes the entire agreement between the parties relating to the subject matter hereof, and supersedes all prior or contemporaneous agreements or understandings, whether oral or written, between the parties. Any change or modification hereof must be in writing signed by both parties.

27. Waiver. The waiver by either party of any covenant or condition of this Lease shall not thereafter preclude such party from demanding performance in accordance with the terms thereof. No failure of City to insist upon the strict performance of any term, covenant, agreement, provision, condition or limitation of this Lease or to exercise any right or remedy consequent upon a breach thereof, and no acceptance by City of full or partial rent during the continuance of any such breach or application of the security deposit in light of any breach, shall constitute a waiver of any such breach or of any such term, covenant, agreement, provision, condition, limitation, right or remedy. No term,

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covenant, agreement, provision, condition or limitation of this Lease to be kept, observed or performed by City or by Lessee, and no breach thereof, shall be waived, altered or modified except by a written instrument executed by City or by Lessee, as the case may be. No waiver of any breach shall affect or alter this Lease, but each and every term, covenant, agreement, provision, condition and limitation of this Lease shall continue in full force and effect with respect to any other then existing or subsequent breach thereof.

28. Successors Bound. This Lease shall be binding upon and shall inure to the benefit of the heirs, legal representatives, successors and assigns of the parties hereto.

29. Severability. If a provision hereof shall be finally declared void or illegal by any court or administrative agency having jurisdiction over the parties and subject matter of this Lease, the entire Lease shall not be void, but the remaining provisions shall continue in effect as nearly as possible in accordance with the original intent of the parties.

30. Time is of the Essence. Time is of the essence in the performance of all of Lessee's obligations under this Lease.

31. Taxes, Assessments and Fees. Lessee shall pay, without abatement, deduction or offset all real and personal property taxes, general and special assessments, and other charges of every description levied on or assessed against the Leased Premises, improvements located on the Leased Premises, person property locate on or in the land or improvements, the leasehold estate, or any subleasehold estate, to the full extent of installments falling due during the term, whether belonging to or chargeable against City or Lessee. Lessee shall make all such payments directly to the charging authority at least fifteen (15) days before delinquency and before any fine, interest or penalty shall become due or be imposed by operation of law for nonpayment. If, however, the law permits the payment of any or all of the above items in installments (whether or not interest accrues on the unpaid balance), Lessee may, at Lessee's election, utilize the permitted installment method, but shall pay each installment with any interest before delinquency. Lessee shall pay any charge or levy only upon the rent payable by the Lessee under the Lease to City, and any tax in lieu of property tax, but shall not be required to pay any franchise, state inheritance, succession, capital levy or transfer tax of the City, or any income, excess profits or revenue tax, or any other tax, assessments or charge attributable to City. In addition, City shall be solely responsible for any income taxes assessed against City arising out of its operation of the Airport or related to the rents received from Lessee.

If at any time during the term of the Lease any tax, however described, is levied or assessed against City as a substitute, in whole or in part, for any real property taxes, or in addition to such real property taxes, Lessee shall pay before delinquency the substitute of additional tax or excise. Such substitutes include, but are not limited to, any possessory interest tax imposed on Lessee by California Revenue and Taxation Code Sections 103 and 107.

Lessee recognizes and understands that this Lease may create a possessory interest subject to property taxes pursuant to Revenue and Taxation Code Section 107.6 and that, if a possessory interest is created, Lessee shall, in

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accordance with this Section 5, be responsible for payment of property taxes levied against such possessory interest. Any documentary transfer tax assessed upon creation of a leasehold interest in the Premises under this lease shall be paid by Lessee. Lessee hereby expressly acknowledges that City has given Lessee notice that Lessee's possessory interest in the demised premises may be taxed.

Lessee's initials

32. Financing Agreements. In order to obtain financing or refinancing for the construction, improvement, repair or sale of the Hangar, which may require encumbrance of the Hangar and/or Lessee's leasehold interest in the Premises, City shall cooperate with Lessee and any lender in the execution of an amendment to this Lease setting forth such lender's financing terms and conditions, and City shall not unreasonably withhold its consent to such financing terms and conditions.

33. City's Proprietary Capacity. Lessee acknowledges that City is entering into this Lease in its proprietary capacity and not in its regulatory or governmental capacity. Nothing in this Lease shall be construed as restraining, impairing, or restricting the City in its regulatory or governmental capacity, or granting any rights upon Lessee with respect to the use, occupancy, development, or operation of the Premises in a manner inconsistent with any laws or applicable requirements.

34. Approval of any Future Development. Nothing in this Lease is intended to commit the Lessee to completing a particular project or to commit City to granting any approval for such proposed use. The City's approval of this Lease does not constitute approval by the City of any proposed development on the Premises or of other activity on the Premises that would have a direct or reasonably foreseeable indirect environmental impact pursuant to the California Environmental Quality Act ("CEQA"). Nothing in this Lease, nor any action by Lessee with reference to this Lease or any related documents shall be deemed to constitute issuance or waiver of any required City approval regarding the Premises, or waiver or exercise of any legislative discretion of the City regarding any application, approval or other matter relating to Lessee's intended use of the Premises.

35. Net Lease. This lease shall be a triple net Lease and Base Rent shall be paid to City absolutely net of all costs and expenses, except as specifically provided to the contrary in this Lease. It is understood that City will receive the rent set forth in this Lease free and clear of any and all other impositions, taxes, liens, charges, or expenses of any nature whatsoever in connection with the ownership and operation of the Premises. In addition to the rent required by this Lease, and to the other amounts payable by Lessee pursuant to this Lease, Lessee shall pay to the parties respectively entitled thereto all other impositions, operating charges, maintenance charges, construction costs and any other charges, costs, and expenses which arise or may be contemplated under any provision of this Lease during the term hereof. All of such charges, costs and expenses shall constitute additional rent, and upon the failure of Lessee to pay any of such costs, charges or expenses, City

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shall have the same rights and remedies as otherwise provided in this Lease for the failure of Lessee to pay rent. It is the intention of the parties hereto that this Lease shall not be terminable for any reason by Lessee, and that Lessee shall in no event be entitled to any abatement or reduction in rent payable under this Lease, except as herein expressly provided. Any present or future law to the contrary shall not alter this Lease.

IN WITNESS WHEREOF, the parties have executed this Lease as of the day and year first above written. Executed in Porterville, California, on the date and year first above written.

LESSEE

LESSOR: CITY OF PORTERVILLE

By: _____
(Name of Lessee)

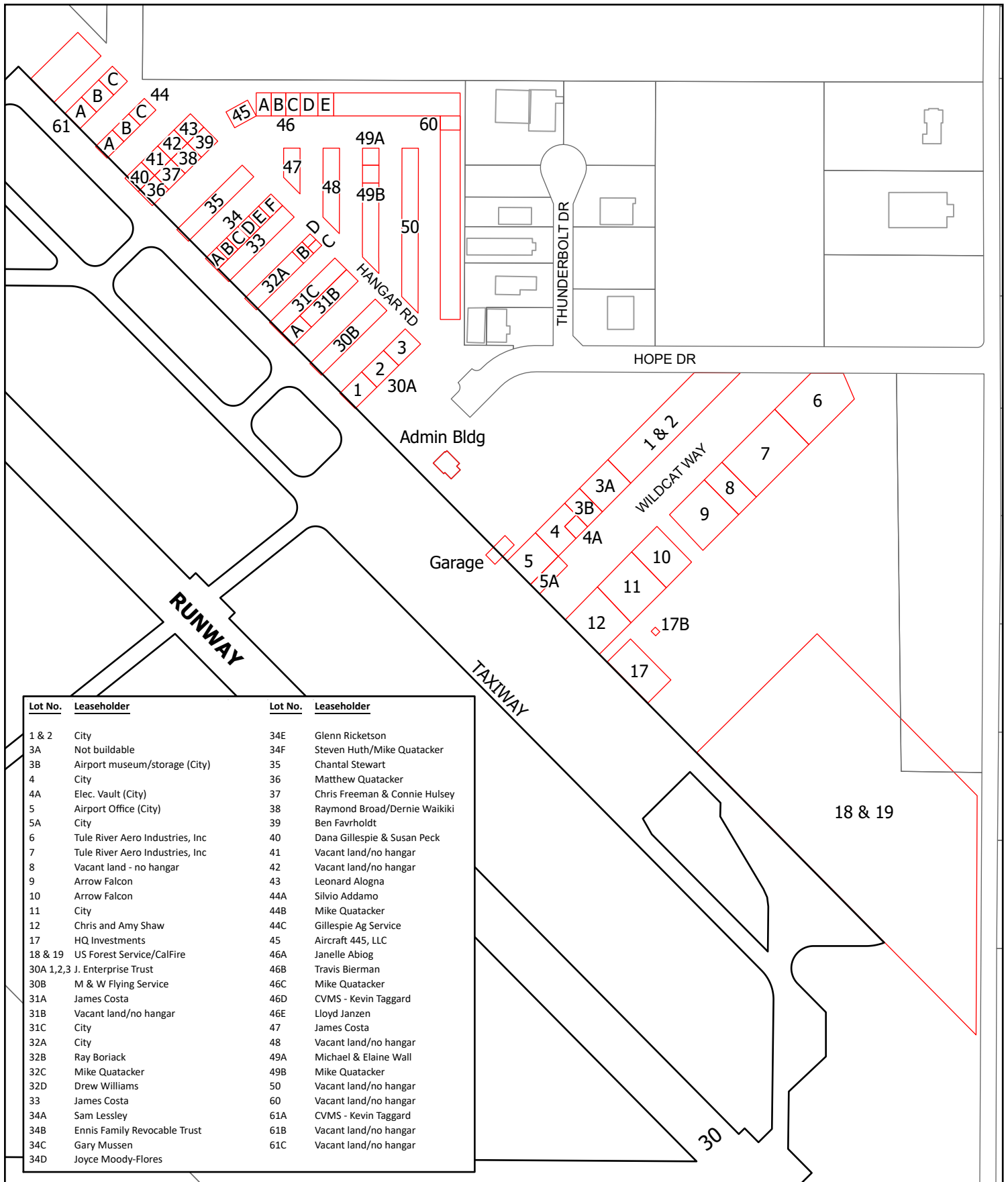
By: _____, Mayor

ATTEST

City Clerk

By: _____
Deputy

Exhibit A - Airport Lease Map



0 500 1,000 Feet



Exhibit B – Aircraft of Record Checklist

The purpose of this form is to document aircraft of record that are authorized to park in the Lessee's hangar, consistent with criteria outlined in Section 2 - Premises of the lease, and to provide the Lessee and staff a documentation checklist.

Tenant Info	Name:		
	Physical Address:		
	Mailing Address: (if different than billing)		
	Phone:	Home:	Cell:
	Email:		

Complete the below for all aircraft of record; make additional copies if necessary. If you do not have an aircraft when you are offered a lease, state "NONE" in N Number; you have 12 months to acquire a suitable aircraft of record. You must provide an insurance certificate even without an aircraft.

Aircraft Info	Aircraft of Record – Primary	Aircraft of Record - Alternate
Is this aircraft a project? (no airworthiness certificate), if so, note estimated completion date		
N Number		
Make		
Model		
FAA Registration, (or bill of sale and FAA registration application) List name(s) of owner Must submit with lease		
Proof of Ownership Interest (if FAA Reg not in your name, describe and submit, e.g. LLC, lease documents stating interest)		
Certificate of Insurance naming County additionally insured (annual requirement) Must submit with lease		
Airworthiness Certificate (FAA Form 8100-2, 8130-7, or older version) Must submit with lease, unless project		
Copy of annual inspection sign-off or affidavit of flyability (annual requirement- affidavit shall include perjury wording at bottom of this form) Must submit with lease		
Aircraft is homebased at:		
In County / State of:		

"I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct."

Signature: _____

Date: _____

Exhibit D - Porterville City Code - Airport

CHAPTER 4

AIRPORT

ARTICLE I. GENERAL PROVISIONS AND DEFINITIONS

SECTION:

4-1.00: General Provisions

4-1.05: Definitions

4-1.00: GENERAL PROVISIONS:

A. Short Title: This chapter may be referred to as the *PORTERVILLE MUNICIPAL AIRPORT RULES AND REGULATIONS*. It may be amended by a majority vote of the city council of the city of Porterville, California.

B. Necessity: This chapter is enacted to protect the health, safety and peace, and to promote the welfare and convenience of the general public using the Porterville municipal airport, or affected by activities related to the airport by providing for the orderly conduct of activities on, or related to, the airport.

C. Authority: The provisions of these rules and regulations are intended to augment the existing laws of the state of California by the authority of title IX of the aeronautics act, Public Utilities Code sections 2100 et seq., the federal aviation regulations and this chapter. The city of Porterville, as owner of the airport, is directed by federal and state law to provide for the safe and efficient operation of the facility as a public airport, and to provide for the health, safety, and welfare of the flying public.

D. Applicability: The provisions in these rules and regulations shall be applicable to any and all persons upon the airport, who lease or rent property directly from the city of Porterville, who have been granted any license or permit by the city of Porterville, and to any person(s) engaged in activities thereon. (Ord. 1652 § B, 4-20-2004)

4-1.05: DEFINITIONS:

For the purposes of this chapter, the following definitions and meanings shall apply unless otherwise specified:

AEROBATICS: Maneuvers intentionally performed by an aircraft involving an abrupt change in its attitude, an abnormal attitude, or an abnormal acceleration, or deceleration.

AIR CARRIER: Any person who undertakes directly, by lease, or other arrangement, to engage in air transportation of persons or things. They operate, in various categories, under authority or certification by the California public utilities commission. Categories include certificated route air carriers, trunk carriers, flag carriers, local service carriers, all-cargo carriers, helicopter carriers, commercial air operators, air taxi operators, and charter air carriers.

AIR OPERATIONS AREA: Any area used for landing, taking off, taxiing or surface maneuvering aircraft.

AIR TRAFFIC: Aircraft operating in the air or on an airport surface, exclusive of loading ramps or parking areas.

AIR TRAFFIC CLEARANCE: An authorization issued by air traffic control personnel for an aircraft to proceed under specified traffic conditions within controlled airspace.

AIRCRAFT: A device that is used, or intended to be used, for flight in the air. This includes airplanes, helicopters and gliders, and lighter than air devices such as blimps or balloons, but does not include hang gliders. (See Ultralights FARs part 103.)

AIRPORT: The Porterville municipal airport, its buildings and facilities, all lands owned by the city adjacent to the airport, including airspace above such land and the designated approaches thereto.

AIRPORT OPERATIONS MANAGER: That person or his designee (airport operations supervisor), designated by the city of Porterville, as the competent authority charged with the safe and efficient operation of the airport and the enforcement of the regulations herein.

AUTO ROTATION: A rotor craft flight condition in which the lifting rotor is driven entirely by the action of air when the rotor craft (helicopter) is in motion.

BALLOON: A lighter than air aircraft that is not engine driven.

BASED AIRCRAFT: Any aircraft which utilizes the airport as a base of operations and is assigned a permanent parking space, tie down, or hangar space on the airport or adjoining property, for the period of at least one month, by virtue of a lease agreement.

CEILING: The height above the earth's surface of the lowest layer of clouds or obscuring phenomena, that is reported as "broken", "overcast", or "obscuration", and is not classified "thin" or "partial".

CITY: The city of Porterville.

COMMERCIAL OPERATOR: Any person who, for compensation or hire, engages in the carriage of persons, property or mail in air commerce, or engages in other aerial activity such as flight instruction, aerial photography, firefighting, agricultural aviation activities, and/or traffic surveillance.

COMMERCIAL USE: Use of the Porterville municipal airport for revenue producing commercial activities.

COMMON USE AREA: All runways for landing and takeoff, all runway markers, guidance, signal, and beacon lights used to guide aircraft operations; all apparatus or equipment for disseminating weather and wind information, for signaling, for radio directional finding, or for radio or other electrical communication and any other structure, equipment or mechanism having similar purpose for guiding or controlling flight in the air or the landing and takeoff of aircraft, and together with such aprons, ramps, tie down area, taxiway and improvements.

COUNCIL: The city council of the city of Porterville, who, as governing body of the municipality which owns the airport, is final authority in all matters of policy and procedure in the operation of the airport.

FIXED BASE OPERATOR (FBO): Any person who rents, leases or owns facilities located in an area designated for FBOs at the Porterville municipal airport, who, by virtue of his specific type of aviation (or aviation related) activity, requires the occupancy of a site with contiguous aircraft apron and direct access to the aircraft operation area, and who engages in a business activity providing aviation sales or services, including, but not limited to, any of the following:

- A. Selling and/or servicing new and used aircraft and component parts.
- B. Aircraft maintenance and repairs.
- C. Sales and/or repair of avionics.
- D. Aviation training (including ground or flight instruction).
- E. Aerial photography.
- F. Air ambulance service.
- G. Aircraft agricultural operations (crop dusting, spraying, or the application of seed, fertilizers, pesticides, defoliants, etc.).
- H. Aircraft rental, charter, and leasing.
- I. Hangar rentals in support of FBOs.

FLIGHT VISIBILITY: The average forward horizontal distance from the cockpit of an aircraft in flight, at which prominent unlighted objects may be seen and identified by night.

GROUND VISIBILITY: Prevailing horizontal visibility near the earth's surface.

HELICOPTER: A rotor driven aircraft (rotorcraft) that, for its horizontal motion, depends primarily on its engine driven rotors.

IFR: Instrument flight rules covering meteorological conditions below the minimums for flight under visual (VFR) conditions.

MAINTENANCE: Inspection, overhaul, repair, preservation and the replacement of parts, but excludes preventive maintenance.

MAXIMUM GROSS LANDING WEIGHT: The maximum landing weight stipulated for a particular aircraft by the federal aviation administration (FAA).

MOTOR VEHICLE: As defined in section 415 of the California Vehicle Code.

NIGHT: The time between the end of evening civil twilight and the beginning of morning civil twilight as published in the American air almanac, converted to local time.

PERSON: An individual, firm, partnership, corporation, company, association, joint stock association, or governmental entity, and includes a trustee, receiver, assignee or similar representative of any of them.

RAMP: The area used for the parking and maneuvering, loading, and servicing of aircraft while they are on the ground.

TRAFFIC PATTERN: The traffic flow that is prescribed for aircraft landing at, or taking off from, the Porterville municipal airport.

TRANSIENT AIRCRAFT: All aircraft not permanently based at the airport (as opposed to based aircraft).

ULTRALIGHT: A vehicle to be used as an in-air manned operation for recreation or sport. If powered, weighs less than two hundred fifty four (254) pounds empty, having a maximum fuel capacity of five (5) U.S. gallons, not capable of more than fifty five (55) knots at full power at level flight and having a power off stall speed of twenty four (24) knots or less.

VFR: Visual flight rules covering meteorological conditions, above those requiring flight under IFR conditions.

WORD CONSTRUCTION: The following construction applies throughout this chapter:

- A. Words importing the singular include the plural.

B. Words importing the plural include the singular.

C. Words importing the masculine gender include the feminine. (Ord. 1652 § B, 4-20-2004)

ARTICLE II. AIRPORT OPERATION AREA REQUIREMENTS, GENERAL

SECTION:

4-2.05: Responsibilities

4-2.10: Hours Of Operation

4-2.15: Common Use Areas

4-2.20: Maintenance

4-2.25: Animals

4-2.30: Based Aircraft

4-2.35: Commercial Activity

4-2.40: Aircraft Storage And Parking

4-2.45: Unattended Aircraft

4-2.50: Restricted Areas

4-2.55: Dumping Refuse

4-2.60: Place Of Abode

4-2.05: RESPONSIBILITIES:

A. Management: It shall be the responsibility of the airport manager/airport operations supervisor of Porterville municipal airport to fairly and impartially administer the Porterville municipal airport rules and regulations. The airport manager/airport operations supervisor is responsible for the safe and efficient operation of the airport.

B. Users: It shall be the responsibility of every user of the Porterville municipal airport, pilot or other, to become familiar with the Porterville municipal airport rules and regulations and to obey those rules and regulations. The use of the airport or any of its facilities in any manner shall constitute an acceptance by the user of these rules and regulations and shall create an obligation on the part of the user to abide by and obey said rules and regulations. A copy will be maintained current to reflect any amendments and will be posted in the administration building. Additional copies will be provided by the Porterville municipal airport manager/airport operations supervisor to any user of the airport who requests a copy. (Ord. 1652 § B, 4-20-2004)

4-2.10: HOURS OF OPERATION:

The Porterville municipal airport shall be open for public use (24 hours), subject to any restrictions imposed by the airport manager/airport operations supervisor, the condition of the landing area, the presentation of special events, construction or repair activities, or similar causes. The airport is attended from eight o'clock (8:00) A.M. to five o'clock (5:00) P.M. daily in the winter and eight o'clock (8:00) A.M. to six o'clock (6:00) P.M. daily in the summer. Services may be obtained at other times by contacting the numbers posted on the door of the airport lobby. A call out fee will be charged per the airport fee schedule set by city council resolution. The fee schedule will be reviewed by city council on an annual basis. (Winter hours are October 1 through May 15; summer hours are May 16 through September 30, unless situations occur that require the airport manager to modify the hours.) (Ord. 1652 § B, 4-20-2004)

4-2.15: COMMON USE AREAS:

All runways, taxiway, and associated turnoffs, and aprons, together with associated lighting, marking and navigational fixtures shall be considered common use areas and shall be maintained as being available for use by all persons flying or operating aircraft on the airport. Certain areas of the main ramp, including parking areas and helipads shall also be designated as common use areas. No FBO or other person shall use any common use area for the parking or storing of aircraft, repair, servicing, or for any other purpose other than the flying and operation of aircraft, without the prior consent or authorization of the airport manager/airport operations supervisor. (Ord. 1652 § B, 4-20-2004)

4-2.20: MAINTENANCE:

Unless otherwise authorized by the airport manager/airport operations supervisor, no aircraft or vehicle maintenance (other than that required to remove damaged aircraft from the runway or taxiway, or replacing a flat tire) shall be performed on the Porterville municipal airport except in areas specifically designated by the airport manager/airport operations supervisor for that purpose. (Ord. 1652 § B, 4-20-2004)

4-2.25: ANIMALS:

A. No person shall wilfully and knowingly permit any animal owned, possessed or harbored by him to enter the airport unless the animal is leashed or restricted so as to be under control, or in a shipping container, or otherwise under physical restraint. Nor shall he permit such animal, except a "seeing eye" dog, to enter any airport building.

B. Owner shall be responsible for cleanup of animal defecation. (Ord. 1652 § B, 4-20-2004)

4-2.30: BASED AIRCRAFT:

Any person desiring to store or base his/her aircraft at the Porterville municipal airport shall register his aircraft at the airport office prior to beginning such storage or operations, and at any time that a change in ownership occurs. The use of the airport or any of its facilities in any manner shall create an obligation on the part of the user to obey all of the rules and regulations. (Ord. 1652 § B, 4-20-2004)

4-2.35: COMMERCIAL ACTIVITY:

No person shall utilize the Porterville municipal airport for any revenue producing commercial activities without first obtaining a business license from the city for such activities and paying the fees and charges established for such use. The airport manager/airport operations supervisor shall maintain available for examination upon request, a schedule of fees and charges for the use of the airport and its facilities. Any aircraft owner who fails to pay any fee duly charged for aircraft owned or controlled by him shall have such aircraft subject to impounding until the fees are paid, along with any impound fees, or until the aircraft is sold for charges. (Ord. 1652 § B, 4-20-2004)

4-2.40: AIRCRAFT STORAGE AND PARKING:

Aircraft shall only be stored or parked at places designated by the airport manager/airport operations supervisor and such storage or parking shall be at the sole risk of the owner or operator of the aircraft, and without any responsibility of the Porterville municipal airport, the city, or any of its officers, agents or employees, for any loss of, or damage to the aircraft while so stored or parked. The owner or operator of the aircraft shall be responsible for the tying down and securing of his aircraft. He shall likewise be responsible for any liability arising from or caused by his aircraft or his activities. Transient aircraft shall only be parked in the area designated by the airport manager/airport operations supervisor. (Ord. 1652 § B, 4-20-2004)

4-2.45: UNATTENDED AIRCRAFT:

No aircraft shall be left unattended on the airport unless properly secured or within a hangar. Owners of the aircraft left unattended shall be liable for damage to other aircraft or property resulting from the failure to adequately secure or tie down their aircraft. (Ord. 1652 § B, 4-20-2004)

4-2.50: RESTRICTED AREAS:

No person shall enter any restricted area which is posted or closed to the public except: a) persons duly authorized by the airport manager/airport operations supervisor; or b) law enforcement or firefighting personnel. (Ord. 1652 § B, 4-20-2004)

4-2.55: DUMPING REFUSE:

No person shall place, deposit, or dump any garbage, cans, bottles, papers, ashes, sewage, carcass of any dead animal, or any trash, rubbish, debris, or any other refuse in any location on the airport except in containers plainly marked for such purposes. (Ord. 1652 § B, 4-20-2004)

4-2.60: PLACE OF ABODE:

No person shall erect lodge shelters, structures, or house(s) on the airport nor shall any person reside at the airport without consent of the city council. (Ord. 1652 § B, 4-20-2004)

ARTICLE III. AIRCRAFT FLIGHT RULES, GENERAL

SECTION:**4-3.05: Starting Engines****4-3.10: Taxiing****4-3.15: Takeoffs And Landings****4-3.20: Traffic Pattern****4-3.25: Noise****4-3.05: STARTING ENGINES:**

No person shall start any aircraft engine on the Porterville Municipal Airport:

- A. Unless a competent operator is at the controls;
- B. Unless the aircraft is equipped with adequate brakes fully applied or the wheels are securely blocked with blocks or chocks that can be removed safely;
- C. When the aircraft is in such a position that the propeller slipstream or jet blast can cause damage to, or interfere with the operation of other aircraft, vehicles, mobile equipment, hangar shops or other buildings, or can cause injury to passengers, spectators or other personnel. (Ord. 1652 § B, 4-20-2004)

4-3.10: TAXIING:

- A. No person shall taxi any aircraft into, out of, or within any hangar or other building on or adjacent to the airport.
- B. Nor shall any person move any aircraft under its own power on the airport unless he is in full control of such aircraft, and has assured himself that there is no danger of collision with other aircraft, vehicles, equipment, buildings, or other obstacles.

- C. Aircraft shall be taxed at a safe speed.
- D. No aircraft shall use the runway for taxi back purpose, unless communicating intentions over Unicom.
- E. No aircraft shall be taxed without an adequate braking system, unless aircraft is accompanied by an attendant to help in stopping or slowing movement. (Ord. 1652 § B, 4-20-2004)

4-3.15: TAKEOFFS AND LANDINGS:

No aeronautical activity shall be conducted at the Porterville Municipal Airport except in conformance with current federal air regulations, state of California law and regulations, and this chapter. (Ord. 1652 § B, 4-20-2004)

4-3.20: TRAFFIC PATTERN:

It is recommended that every aircraft, before landing and after takeoff, shall be flown in accordance with the traffic pattern illustrated on the diagrams included in chapter 21, article 500 of this code. Aircraft traveling faster than one hundred twenty five (125) knots per hour, shall be flown using the outside pattern shown on said chapter 21. If a conflict is observed, the right of way rules of FAR 91.113 shall prevail. In all cases, the offending aircraft shall yield the right of way as appropriate and overfly the pattern to reenter the downwind leg of the pattern. (Ord. 1652 § B, 4-20-2004)

4-3.25: NOISE:

A. No person shall operate any aircraft in flight or on the ground so as to cause unnecessary noise as determined by the applicable federal or state or local laws and regulations.

B. No person shall unnecessarily create noise through loudspeaker systems, radios or other means, or to create disturbances of a nature which will disturb other airport tenants or users of the airport facility. (Ord. 1652 § B, 4-20-2004)

ARTICLE IV. VEHICLE OPERATIONS

SECTION:

4-4.05: General

4-4.10: Right Of Way

4-4.15: Motor Vehicle Speed Limits

4-4.20: Parking

4-4.25: Short Term Parking

4-4.30: Long Term Storage

4-4.35: Accident Reports

4-4.40: Motorbikes, Bicycles, Skateboards

4-4.05: GENERAL:

All persons who operate motor vehicles on airport premises shall do so in accordance with all applicable federal, state, and city rules and regulations. The airport operations area was designed for aircraft use and for safety. Vehicular traffic must be kept to a minimum. (Ord. 1652 § B, 4-20-2004)

4-4.10: RIGHT OF WAY:

Motor vehicle traffic shall yield the right of way to aircraft. Right of way shall also be given to emergency response equipment and aircraft fueling vehicles. When emergency conditions exist on the field area, motor vehicles not involved in the emergency shall remain a safe distance away from the emergency area and abide by all existing airport regulations. (Ord. 1652 § B, 4-20-2004)

4-4.15: MOTOR VEHICLE SPEED LIMITS:

No person shall operate any motor vehicle on the airport in excess of ten (10) miles per hour, except emergency vehicles responding to an emergency situation. (Ord. 1652 § B, 4-20-2004)

4-4.20: PARKING:

Vehicles shall not be parked on the airport other than in the manner and locations indicated by posted traffic signs. Vehicles parked other than as specified in this section may be removed by airport personnel, and in such event a towing charge will be levied prior to releasing the vehicle from impound. No liability for damages sustained by such vehicles during said movement will be assumed by the city of Porterville or any of its officers or employees. (Ord. 1652 § B, 4-20-2004)

4-4.25: SHORT TERM PARKING:

The parking lot located adjacent to the administration building is available for public parking for less than seventy two (72) hours. Parking inside the airport security fences, in a designated parking area, is permitted for a fee per the airport fee schedule set by city council resolution. This fee schedule will be reviewed by city council on an annual basis. (Ord. 1652 § B, 4-20-2004)

4-4.30: LONG TERM STORAGE:

The city does not authorize long term storage of vehicles, operable or not, except as provided below:

Persons desiring to store and not move a vehicle off the airport's common area for more than seventy two (72) consecutive hours must ask the permission of the airport manager/airport operations supervisor. A long term parking permit may be purchased. The permit fee shall be set by city council resolution. This fee schedule will be reviewed by city council on an annual basis. (Ord. 1652 § B, 4-20-2004)

4-4.35: ACCIDENT REPORTS:

All persons involved in a vehicle accident, occurring on the airport, shall make a full report to the city police department as soon after the accident as possible. This report shall include names and addresses of all persons involved. (Ord. 1652 § B, 4-20-2004)

4-4.40: MOTORBIKES, BICYCLES, SKATEBOARDS:

Skateboards are prohibited on the airport. Further, no person shall ride or park motorbikes, bicycles, or other equipment in the aircraft movement area in such a manner as to cause distraction or create an obstruction to aircraft, pedestrian traffic or authorized vehicles or in front of "No Vehicle Parking" signs. (Ord. 1652 § B, 4-20-2004)

ARTICLE V. FIRE HAZARDS

SECTION:

4-5.00: Compliance With Fire Code

4-5.05: Sources Of Ignition

4-5.10: Smoking

4-5.15: Housekeeping

4-5.20: Fire Department Access

4-5.25: Dispensing Flammable And Combustible Liquids

4-5.30: Combustible Storage Inside Of Hangars

4-5.35: Hazardous Material Disposal

4-5.40: Aircraft Maintenance

4-5.45: Cleaning Parts

4-5.50: Spills

4-5.55: Notification Of Fire Department In Event Of Spill

4-5.60: Engine Run

4-5.65: Portable Fire Extinguishers

4-5.70: Reporting Of Use

4-5.75: Operation, Maintenance And Use Of Aircraft Fueling Vehicles

4-5.80: Open Flames On Aircraft Fuel Servicing Ramps

4-5.85: Aircraft Fuel Servicing Locations

4-5.00: COMPLIANCE WITH FIRE CODE:

All activities at the Porterville municipal airport shall be in compliance with the latest edition of the uniform fire code (UFC) with state amendments as adopted by the city of Porterville. (Ord. 1652 § B, 4-20-2004)

4-5.05: SOURCES OF IGNITION:

Open flames, flame producing devices and other sources of ignition shall not be permitted except where allowed by the fire code. (Ord. 1652 § B, 4-20-2004)

4-5.10: SMOKING:

Smoking shall be prohibited in aircraft refueling vehicles, commercial aircraft hangars, and aircraft operation areas. No smoking signs shall be provided in accordance with the fire code. (Ord. 1652 § B, 4-20-2004)

4-5.15: HOUSEKEEPING:

The aircraft operation area (AOA) and related areas shall be kept free of combustible debris at all times. (Ord. 1652 § B, 4-20-2004)

4-5.20: FIRE DEPARTMENT ACCESS:

Fire lanes and access roads shall be provided and maintained and shall not be blocked. (Ord. 1652 § B, 4-20-2004)

4-5.25: DISPENSING FLAMMABLE AND COMBUSTIBLE LIQUIDS:

Dispensing, transferring and storage of flammable and combustible liquids shall be in accordance with UFC. (Ord. 1652 § B, 4-20-2004)

4-5.30: COMBUSTIBLE STORAGE INSIDE OF HANGARS:

Combustible materials stored in aircraft hangars shall be stored in approved locations and containers as allowed by the fire code. (Ord. 1652 § B, 4-20-2004)

4-5.35: HAZARDOUS MATERIAL DISPOSAL:

No person shall dispose of any hazardous materials in any manner other than as designated by the United States environmental protection agency, the department of environmental conservation, the laws and regulations of the state of California, the city of Porterville and/or otherwise designated by the airport manager/airport operations supervisor. (Ord. 1652 § B, 4-20-2004)

4-5.40: AIRCRAFT MAINTENANCE:

Aircraft maintenance shall only be done in accordance with the UFC. (Ord. 1652 § B, 4-20-2004)

4-5.45: CLEANING PARTS:

Class 1-A liquids shall not be used to clean aircraft, aircraft parts or aircraft engines. (Ord. 1652 § B, 4-20-2004)

4-5.50: SPILLS:

Spills shall be cleaned immediately. (Ord. 1652 § B, 4-20-2004)

4-5.55: NOTIFICATION OF FIRE DEPARTMENT IN EVENT OF SPILL:

The fire department shall be notified of any fuel spill that is considered a hazard to people or property or that meets one or more of the following criteria, any dimension of the spill is greater than ten feet (10'), or the spill area is greater than fifty (50) square feet. (Ord. 1652 § B, 4-20-2004)

4-5.60: ENGINE RUN:

Aircraft engines shall not be run in aircraft hangars except in approved engine test areas. (Ord. 1652 § B, 4-20-2004)

4-5.65: PORTABLE FIRE EXTINGUISHERS:

Portable fire extinguishers shall be provided as per the fire code. (Ord. 1652 § B, 4-20-2004)

4-5.70: REPORTING OF USE:

Use of any fire extinguisher equipment under any circumstances shall be reported to the airport manager/airport operations supervisor of the airport and the fire chief immediately after use. (Ord. 1652 § B, 4-20-2004)

4-5.75: OPERATION, MAINTENANCE AND USE OF AIRCRAFT FUELING VEHICLES:

Operation, maintenance and use of aircraft fueling vehicles shall be in compliance with the fire code. (Ord. 1652 § B, 4-20-2004)

4-5.80: OPEN FLAMES ON AIRCRAFT FUEL SERVICING RAMPS:

Open flames and open flame devices are prohibited within fifty feet (50') of any aircraft fuel servicing operation or fueling equipment. (Ord. 1652 § B, 4-20-2004)

4-5.85: AIRCRAFT FUEL SERVICING LOCATIONS:

Aircraft fuel transfer operations shall be prohibited indoors and comply with the fire code. (Ord. 1652 § B, 4-20-2004)

ARTICLE VI. AIRCRAFT HANGARS/TIE DOWN PERMITS

SECTION:**4-6.05: General****4-6.10: Aircraft Storage****4-6.15: Tenants/Lessee****4-6.20: Hangar/Tie Down Agreements****4-6.22: City Owned Hangars****4-6.25: Proof Of Ownership****4-6.30: Additional Use****4-6.35: Agreement/Permit Transference****4-6.40: Incidental Storage****4-6.41: Vehicle Storage****4-6.45: Outside Parking****4-6.50: Maintenance****4-6.51: Disassembled Aircraft****4-6.55: Engine Run**

4-6.60: Business Activities

4-6.65: Additional Occupancy

4-6.70: Hangar Inspection

4-6.75: Fire And Safety

4-6.76: Bequest Of Hangar/Tie Down/Lease

4-6.77: Use Of Hangar/Tie Down

4-6.80: Payment Terms And Conditions

4-6.85: Notice Of Infraction

4-6.05: GENERAL:

This article refers to the general occupancy of private aircraft storage hangars on the airport. Distinction is made between such small hangars and larger FBOs or aircraft maintenance facilities. This article applies exclusively to smaller, private aircraft storage hangars. The occupancy of larger maintenance or FBO hangars is addressed in article VII of this chapter. (Ord. 1652 § B, 4-20-2004)

4-6.10: AIRCRAFT STORAGE:

No person shall park or store any aircraft or associated equipment in any hangar on the airport except by authority of and in compliance with the provisions of this article. (Ord. 1652 § B, 4-20-2004)

4-6.15: TENANTS/LESSEE:

All tenants of hangars and/or holders of tie down permits shall be subject to the following terms and conditions:

A. Aircraft shall be stored only in hangars or tie down spaces assigned by the airport manager/airport operations supervisor. Occasionally it may be necessary for the airport manager/airport operations supervisor to relocate airplanes.

B. When more than one aircraft (owned by the same person) can be stored safely in a hangar the airport manager/airport operations supervisor will be notified in writing. (Ord. 1652 § B, 4-20-2004)

4-6.20: HANGAR/TIE DOWN AGREEMENTS:

All hangar agreements and tie down permits (except hangars and tie downs under control of concession lessees) shall be assigned by the airport manager/airport operations supervisor based upon present rent or fees. An agreement for permanent hangar storage or tie down permit must be in the name of an individual, flying club, corporation or entity. Tenants/permittee(s)/lessee(s) must be at least eighteen (18) years old to sign a permit agreement. (Ord. 1652 § B, 4-20-2004)

4-6.22: CITY OWNED HANGARS:

All city owned hangar tenants shall be responsible for hangar damage caused by their occupancy other than proven vandalism or acts of God. Such damage refers particularly to rough use or misuse of hangar doors by tenants or visitors. (Ord. 1652 § B, 4-20-2004)

4-6.25: PROOF OF OWNERSHIP:

The airport manager/airport operations supervisor shall require tenants/permittees to establish proof of ownership or vested interest for the aircraft. (Ord. 1652 § B, 4-20-2004)

4-6.30: ADDITIONAL USE:

Individual aircraft hangars are allowed on the airport for the primary purpose of aircraft storage and the normal maintenance, repair and service activities associated with said aircraft. Any additional uses within said hangars shall comply with all applicable city regulations. (Ord. 1652 § B, 4-20-2004)

4-6.35: AGREEMENT/PERMIT TRANSFERENCE:

Lessee shall not sublet the premises, or any part thereof or assign, transfer, mortgage, or otherwise convey this agreement without the prior written consent of the city. Any consent by the city to any sublease, assignment, transfer, mortgage, or conveyance shall not be deemed or construed as a consent to any other different or subsequent sublease, assignment, transfer, mortgage, or conveyance. (Ord. 1652 § B, 4-20-2004)

4-6.40: INCIDENTAL STORAGE:

Storage of personal items, in addition to aircraft storage, within the hangar shall conform to all local fire and safety codes and the provisions of these regulations. (Ord. 1652 § B, 4-20-2004)

4-6.41: VEHICLE STORAGE:

Vehicles belonging to the hangar or aircraft owner and guests may be stored in the hangar while the aircraft is away, or for other short durations of time. The storage of any motor vehicle within a hangar shall conform to applicable fire and safety codes. (Ord. 1652 § B, 4-20-2004)

4-6.45: OUTSIDE PARKING:

No vehicle shall be parked or left unattended in any aircraft operating area or in a manner which limits aircraft operation. Vehicles may be stopped in such areas for short periods of time so long as the owner is readily available to move the vehicles should the needs of aircraft traffic so dictate. (Ord. 1652 § B, 4-20-2004)

4-6.50: MAINTENANCE:

Maintenance in private hangars shall be limited to routine service and inspection of owner's personal aircraft. Said maintenance may include minor repair, required lubrication and engine oil change, and component replacement by aircraft owner or authorized mechanic. All other maintenance activities shall be done in accordance with applicable fire and safety codes. Other FAA maintenance tasks are approved only if the hangar meets current building, fire, and zoning regulations. (Ord. 1652 § B, 4-20-2004)

4-6.51: DISASSEMBLED AIRCRAFT:

Aircraft in any state of disrepair or assembly may be stored in the hangar while awaiting repairs. Long term storage of such aircraft shall be subject to the fire and safety provisions of this code. (Ord. 1652 § B, 4-20-2004)

4-6.55: ENGINE RUN:

No aircraft engine shall be run while inside any hangar. Aircraft shall be moved from the hangar to a safe position as provided in section 4-3.05 of this chapter for run up, or at least outside of the hangar for low power engine runs. (Ord. 1652 § B, 4-20-2004)

4-6.60: BUSINESS ACTIVITIES:

No person shall conduct any type of business activity or service from individual hangars, unless specifically authorized by city. (Ord. 1652 § B, 4-20-2004)

4-6.65: ADDITIONAL OCCUPANCY:

No residential occupancy or use shall be allowed in an aircraft storage hangar or elsewhere on the airport unless specifically authorized by city. (Ord. 1652 § B, 4-20-2004)

4-6.70: HANGAR INSPECTION:

City may inspect each hangar annually, and more often if deemed necessary to determine compliance. (Ord. 1652 § B, 4-20-2004)

4-6.75: FIRE AND SAFETY:

All occupants of aircraft hangars shall comply with this article, as well as all principles of fire safety. All persons shall exercise the utmost care to guard against any threat of fire or injury to persons and property on the airport. All occupancies shall comply with applicable provisions of city regulations. (Ord. 1652 § B, 4-20-2004)

4-6.76: BEQUEST OF HANGAR/TIE DOWN/LEASE:

Upon the death of a hangar tenant/tie down permittee/lessee, a hangar/tie down permit/lease may be transferred to an heir by inheritance of the aircraft. (Ord. 1652 § B, 4-20-2004)

4-6.77: USE OF HANGAR/TIE DOWN:

No tenant/permittee/lessee may sublease, subrent, his hangar/tie down permit/lease to another person for storage, charter, rental or otherwise without notifying the airport manager/airport operations supervisor and according to standard procedure set forth. The use of hangar/tie down by an aircraft other than the tenant/permittee/lessee must be approved by the airport manager/airport operations supervisor.

A tenant/lessee may sublet a portion of his hangar to a second owner whose aircraft will safely fit in the available space. In such an instance, the second occupant of the space is subject to the same rules and regulations as if they were a primary tenant/lessee. The subtenant/lessee is not the primary tenant/lessee under any circumstance and must comply with all applicable provisions of city regulations. (Ord. 1652 § B, 4-20-2004)

4-6.80: PAYMENT TERMS AND CONDITIONS:

A. Payment Schedule:

1. All city owned hangar agreements/tie down permits will be on a monthly basis with an option to renew.
2. All private hangar land leases will be billed as per the lease agreement.
3. Rental agreements/permits will be prorated to the nearest week upon initial occupancy, but not prorated upon termination of occupancy.

B. Delinquent Accounts: Rules and regulations prescribing penalties and procedures relating to delinquent accounts of the airport are as follows:

For the purpose of these rules and regulations every airport tenant, permit account, lease shall become due and payable on the first day of the calendar month during which the agreement, permit or instrument of tenancy became effective. It shall remain due and owing to the city together with all penalties thereon as herein prescribed, until paid in full, unless otherwise expressly provided by terms of such agreement, permit, or lease.

1. For the purpose of these rules and regulations, all such accounts shall be classified as delinquent when not paid in full by the tenth of the calendar month in which said accounts shall become due, unless otherwise expressly provided by the agreement.
2. Tenant, permit accounts, leases delinquent for thirty (30) days, or on the tenth day of the month succeeding the date the account initially became due, will be subject to the following procedure:
 - a. A penalty of ten percent (10%) of the sum will be added to the original amount due.
 - b. A due bill will be prepared clearly setting forth the sum and the basic amount. The bill will designate the amount of

the penalty, and will be sent to the delinquent party by registered mail accompanied by a letter of termination of tenancy/lease; said termination to be effective on the forty fifth day of delinquency, which will be fifty five (55) days succeeding the date the account first became due.

3. Upon termination of any agreement, by the foregoing procedure, the former tenant/permittee/lessee shall at once relinquish and vacate any and all premises of the airport and shall return any and all lands, building or properties if owned by the city to the control of the city, and the tenant/permittee/lessee shall have no further right, title, estate or interest in said airport.

4. The provisions of these rules and regulations, when carried to termination, shall in no way mitigate, modify or cancel any tenant/permittee/lessee indebtedness to the city and any delinquent account shall be subject to any and all methods of collection determined appropriate by the city.

5. Reinstatement of an agreement/permit/lease terminated by the foregoing procedure may be accomplished only by complete payment of any and all indebtedness, including penalties, and by instituting a successful request for such consideration by the airport manager. Reinstatement action described herein shall be subject to an administrative charge payable by said applicant in advance.

6. The provisions of these rules shall be deemed a part of each and every agreement or permit now in effect and heretofore issued to any tenant or permittee of any portion of the airport, or which may be hereafter issued to any party. (Ord. 1652 § B, 4-20-2004)

4-6.85: NOTICE OF INFRACTION:

The tenant will be given a notice of infraction if he violates the provisions of these rules or other applicable rules, ordinances, resolutions or regulations. Within thirty (30) days the tenant may exercise the appeal process in article XIII of this chapter unless superseded by a current and valid lease agreement. (Ord. 1652 § B, 4-20-2004)

ARTICLE VII. FIXED BASE OPERATORS

SECTION:

4-7.05: General

4-7.10: Classification

4-7.20: City Representation

4-7.25: Lease Transference

4-7.30: Incidental Storage

4-7.35: Vehicle Storage

4-7.40: Outside Parking

4-7.45: Engine Run

4-7.50: Additional Occupancy

4-7.55: Hangar Inspection

4-7.60: Fire And Safety

4-7.65: Bequest Of Lease

4-7.70: Payment Terms And Conditions

4-7.75: Notice Of Infraction

4-7.05: GENERAL:

This article applies to any person or entity who provides aviation support services to the flying public. (Ord. 1652 § B, 4-20-2004)

4-7.10: CLASSIFICATION:

Fixed base operator (FBO) means any person who rents, leases or owns facilities located in an area designated for FBOs at the Porterville municipal airport, who, by virtue of his specific type of aviation (or aviation related) activity, requires the occupancy of a site with contiguous aircraft apron and direct access to the aircraft operation area, and who engages in a business activity providing aviation sales or services, including, but not limited to, any of the following:

- A. Selling and/or servicing new and used aircraft and component parts.
- B. Aircraft maintenance and repairs.
- C. Sales and/or repair of avionics.
- D. Aviation training (including ground or flight instruction).

- E. Aerial photography.
- F. Air ambulance service.
- G. Aircraft agricultural operations (crop dusting, spraying, or the application of seed, fertilizers, pesticides, defoliants, etc.).
- H. Aircraft rental, charter, and leasing.
- I. Hangar rentals in support of FBOs. (Ord. 1652 § B, 4-20-2004)

4-7.20: CITY REPRESENTATION:

No employee or representative of any FBO or lessee shall be authorized or assumed to be authorized to act as an agent for or on behalf of the city in matters of airport operation or policy. (Ord. 1652 § B, 4-20-2004)

4-7.25: LEASE TRANSFERENCE:

Lessee shall not sublet the premises, or any part thereof or assign, transfer, mortgage, or otherwise convey this agreement without the prior written consent of the city. Any consent by the city to any sublease, assignment, transfer, mortgage, or conveyance shall not be deemed or constructed as a consent to any other different or subsequent sublease, assignment, transfer, mortgage, or conveyance. (Ord. 1652 § B, 4-20-2004)

4-7.30: INCIDENTAL STORAGE:

Storage of items, in addition to aircraft storage, within the hangar shall conform to all local fire and safety codes and the provisions of these regulations. (Ord. 1652 § B, 4-20-2004)

4-7.35: VEHICLE STORAGE:

Vehicles belonging to the hangar or aircraft owner and guests may be stored in the hangar for short durations of time. The storage of any motor vehicle within a hangar shall conform to applicable fire and safety codes. (Ord. 1652 § B, 4-20-2004)

4-7.40: OUTSIDE PARKING:

No vehicle shall be parked or left unattended in any aircraft operating area or in a manner which limits aircraft operation. Vehicles may be stopped in such areas for short periods of time so long as the owner is readily available to move the vehicles should the needs of aircraft traffic so dictate. (Ord. 1652 § B, 4-20-2004)

4-7.45: ENGINE RUN:

No aircraft engine shall be run while inside any hangar. Aircraft shall be moved from the hangar to a safe position as provided in section 4-3.05 of this chapter for run up, or at least outside of the hangar for low power engine runs. (Ord. 1652 § B, 4-20-2004)

4-7.50: ADDITIONAL OCCUPANCY:

No residential occupancy or use shall be allowed in an aircraft storage hangar or elsewhere on the airport unless specifically authorized by city. (Ord. 1652 § B, 4-20-2004)

4-7.55: HANGAR INSPECTION:

City may inspect each hangar annually, and more often if deemed necessary to determine compliance. (Ord. 1652 § B, 4-20-2004)

4-7.60: FIRE AND SAFETY:

All occupants of aircraft hangars shall comply with this article, as well as all principles of fire safety. All persons shall exercise the utmost care to guard against any threat of fire or injury to persons and property on the airport. All occupancies shall comply with applicable provisions of city regulations. (Ord. 1652 § B, 4-20-2004)

4-7.65: BEQUEST OF LEASE:

With the death of a lessee, a lease may be transferred to an heir by inheritance of the aircraft. (Ord. 1652 § B, 4-20-2004)

4-7.70: PAYMENT TERMS AND CONDITIONS:

A. Delinquent Accounts: Rules and regulations prescribing penalties and procedures relating to delinquent accounts of the airport are as follows:

For the purpose of these rules and regulations every airport lease shall become due and payable on the first day of the calendar month during which the agreement became effective. It shall remain due and owing to the city together with all penalties thereon as herein prescribed, until paid in full, unless otherwise expressly provided by terms of such lease.

1. For the purpose of these rules and regulations, all such accounts shall be classified as delinquent when not paid in full by the tenth of the calendar month in which said accounts shall become due, unless otherwise expressly provided by the agreement.

2. Leases delinquent for thirty (30) days, or on the tenth day of the month succeeding the date of the account initially became due, will be subject to the following procedure:

a. A penalty of ten percent (10%) of the sum will be added to the original amount due.

b. A due bill will be prepared clearly setting forth the sum and the basic amount. The bill will designate the amount of the penalty, and will be sent to the delinquent party by registered mail accompanied by a letter of termination of lease; said termination to be effective on the forty fifth day of delinquency, which will be fifty five (55) days succeeding the date the account first became due.

3. Upon termination of any agreement, by the foregoing procedure, the former lessee shall at once relinquish and vacate any and all premises of the airport and shall return any and all lands, building or properties if owned by the city to the control of the city, and the lessee shall have no further right, title, estate or interest in said airport. Personal property shall be removed upon termination of the lease. Hangar(s) will be removed within ninety (90) days during which the hangar owner will be responsible for the lease payment.

4. The provisions of these rules and regulations, when carried to termination, shall in no way mitigate, modify or cancel any lessee indebtedness to the city and any delinquent account shall be subject to any and all methods of collection determined appropriate by the city.

5. Reinstatement of a lease terminated by the foregoing procedure may be accomplished only by complete payment of any and all indebtedness, including penalties, and by instituting a successful request for such consideration by the airport manager. Reinstatement action described herein shall be subject to an administrative charge payable by said applicant in advance.

6. The provisions of these rules shall be deemed a part of each and every agreement or permit now in effect and heretofore issued to any lessee of any portion of the airport, or which may be hereafter issued to any party. (Ord. 1652 § B, 4-20-2004)

4-7.75: NOTICE OF INFRACTION:

The lessee will be given a notice of infraction if he violates the provisions of these rules or other applicable rules, ordinances, resolutions or regulations. Within thirty (30) days the lessee may exercise the appeal process in article XIII of this chapter. (Ord. 1652 § B, 4-20-2004)

ARTICLE VIII. EMERGENCY

SECTION:

4-8.05: General

4-8.10: Notification

4-8.15: Response Activation

4-8.25: Right Of Way

4-8.30: Emergency Vehicle Right Of Way

4-8.35: Speed Waiver

4-8.40: Authorized Personnel

4-8.45: Incident Command

4-8.50: Airport Personnel

4-8.55: Aircraft Accident

4-8.60: Automatic Closure

4-8.65: Removal Of Aircraft

4-8.70: Scene Preservation

4-8.75: Owner Responsibility

4-8.80: City Responsibility

4-8.85: City Indemnity

4-8.90: Aircraft Storage

4-8.95: Special Handling

4-8.96: Airport Closure

4-8.05: GENERAL:

This article provides for the authority and designated responsibilities of individuals and agencies in the event of an airport emergency. Such emergencies would include fires of any type, aircraft emergencies or accident, or incident of personal injury. (Ord. 1652 § B, 4-20-2004)

4-8.10: NOTIFICATION:

It shall be the responsibility of any person or airport tenant who observes or has knowledge of any type of airport emergency which has not, to their knowledge, been reported, to initiate a report as specified. Said report shall be accomplished by dialing 9-1-1 from any airport telephone or otherwise contacting the city police/fire department. The person shall then give the dispatcher all information which he has available. (Ord. 1652 § B, 4-20-2004)

4-8.15: RESPONSE ACTIVATION:

Upon receipt of notification of an airport emergency, the police/fire dispatcher shall activate the fire department and/or police department. (Ord. 1652 § B, 4-20-2004)

4-8.25: RIGHT OF WAY:

All persons not responding to an airport emergency shall yield the right of way to emergency service personnel. (Ord. 1652 § B, 4-20-2004)

4-8.30: EMERGENCY VEHICLE RIGHT OF WAY:

Emergency service vehicles displaying proper red lights and other required markings shall have the right of way on all taxiways. When responding to an aircraft incident, all aircraft and other vehicles shall yield to said equipment. (Ord. 1652 § B, 4-20-2004)

4-8.35: SPEED WAIVER:

The airport speed limit requirements are waived for all emergency vehicles and authorized personnel responding to an airport emergency. (Ord. 1652 § B, 4-20-2004)

4-8.40: AUTHORIZED PERSONNEL:

Upon the arrival of the fire department and/or police department to an airport emergency, all other persons, including aircraft owners, operators, and interested parties shall remain clear of the area until the designated incident commander has determined that the accident scene is stabilized and safe for entry by airport personnel. The airport manager/airport operations supervisor shall then designate only those essential persons authorized to enter the accident scene. (Ord. 1652 § B, 4-20-2004)

4-8.45: INCIDENT COMMAND:

Immediately upon arrival at any airport emergency, the affected area shall come under the full control of the fire department and the designated incident commander. The incident commander shall control all access to and from the site, as well as all rescue, stabilization, and suppression efforts. (Ord. 1652 § B, 4-20-2004)

4-8.50: AIRPORT PERSONNEL:

It shall be the duty of the airport manager/airport operations supervisor to coordinate or even curtail any and all airport operations which may be in conflict with or endangered by an emergency situation. (Ord. 1652 § B, 4-20-2004)

4-8.55: AIRCRAFT ACCIDENT:

Aircraft accident scenes, as defined by FAR, fall within the jurisdiction of the FAA and its associated investigating bodies. All persons on or near a crash scene shall preserve any and all aircraft pieces, parts, papers, and other pertinent data and document their positions and content as additional aid to the appropriate investigating authority. Only those persons authorized by the incident commander or the airport manager/airport operations supervisor shall be on the accident scene or within two thousand feet (2,000') thereof. (Ord. 1652 § B, 4-20-2004)

4-8.60: AUTOMATIC CLOSURE:

Any runway, taxiway, or other operating area of the airport which becomes the scene of an aircraft accident shall immediately be considered closed and unusable until determined otherwise by the airport manager/airport operations supervisor. The airport manager/airport operations supervisor shall provide for proper notification of closures and the coordination of air traffic so long as the closure remains in effect. (Ord. 1652 § B, 4-20-2004)

4-8.65: REMOVAL OF AIRCRAFT:

No aircraft or parts thereof shall be removed from an accident scene until such removal has been authorized by the appropriate FAA/NTSB representative. Airport management may assist in securing proper removal authority; however, it shall be the ultimate responsibility of the aircraft owner to acquire the proper authorizations for removal, as specified by federal regulation. (Ord. 1652 § B, 4-20-2004)

4-8.70: SCENE PRESERVATION:

In the event an accident scene must be preserved for a prolonged period of time, the airport manager shall provide for adequate protection as may be necessary for such preservation. The charges for any such protection shall be borne by the aircraft owner. (Ord. 1652 § B, 4-20-2004)

4-8.75: OWNER RESPONSIBILITY:

Any aircraft involved in an accident or incident on the airport shall bear the responsibility of the registered owner for its prompt and proper removal from the accident site. Said removal shall be accomplished only after proper authorization has been received as specified in section 4-8.65 of this article. The owner may engage local services at his option. (Ord. 1652 § B, 4-20-2004)

4-8.80: CITY RESPONSIBILITY:

In the case where an owner is unable to remove a disabled aircraft from an airport operating area, the airport manager/airport operations supervisor may at his discretion remove, or authorize the removal of said aircraft to the appropriate storage area. The charges for such removal shall be borne by the aircraft owner. (Ord. 1652 § B, 4-20-2004)

4-8.85: CITY INDEMNITY:

In the event that airport management removes said aircraft or parts thereof from an accident site in order to facilitate airport operations, to the fullest extent permitted by law, all tenants and persons shall indemnify, defend and hold harmless airport management, its agents and employees from and against all claims, damages, losses and expenses attributed to bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the loss of use resulting

therefrom, regardless of whether or not it is caused in part by a party indemnified hereunder, and including, but not limited to, attorney fees, arising out of, resulting from, or in any manner related to any work performed or services provided in the course of such a removal. Said removal shall be done only after the proper authorization has been obtained from the FAA, and only if it is determined to be necessary to assist airport operation, or to protect the safety of the general public and users of the airport. (Ord. 1652 § B, 4-20-2004)

4-8.90: AIRCRAFT STORAGE:

Any aircraft involved in an accident or incident which is rendered disabled or unairworthy shall be parked or stored in an area designated by the airport manager/airport operations supervisor. (Ord. 1652 § B, 4-20-2004)

4-8.95: SPECIAL HANDLING:

The registered owner of any aircraft which requires special handling, parking or storage as a result of an accident, shall be responsible for any and all charges incurred as a result of such storage. (Ord. 1652 § B, 4-20-2004)

4-8.96: AIRPORT CLOSURE:

The airport manager/airport operations supervisor is hereby directed and authorized to close the airport, or portions thereof, or suspend operations related to the landing, takeoff, or taxiing of aircraft during any period in which he/she determines that such operations, or their continuance, would be hazardous. Causes for such closure could include, but would not be limited to, runway maintenance or repairs, runway obstacles, fire, aircraft or other accident. Any such closure shall be effective only during such time as there is placed at each end of each runway so closed, a letter "X", the arms of which are at least sixty feet (60') long and twenty feet (20') wide, and so colored as to contrast with the background or other surface. The airport manager/airport operations supervisor shall immediately notify the Rancho Murrieta flight service station and issue a notice to airmen (NOTAM), advising of the closure. Phone 1-800-992-7433. (Ord. 1652 § B, 4-20-2004)

ARTICLE IX. FUELING AND SALES

SECTION:

4-9.05: Aircraft Fueling And Defueling

4-9.10: Fuel Sales

4-9.05: AIRCRAFT FUELING AND DEFUELING:

All fueling operations conducted at the Porterville airport shall be in compliance with city regulations and the uniform fire code.

A. No aircraft shall be fueled or defueled while the aircraft engine is running or while the aircraft is in a hangar or other enclosed space.

B. No smoking shall be permitted within fifty feet (50') of the aircraft or fuel truck while the aircraft is being fueled or defueled.

C. During fuel handling, no passenger shall be permitted in or on the aircraft.

D. All hoses, funnels and apparatus used in fueling or defueling activities shall be equipped properly with a grounding device to prevent possible static ignition of volatile liquids. Such grounding devices shall be used during all fueling and defueling activities.

E. During fueling handling activities, no person shall operate any radio transmitter or receiver, nor switch electrical appliances on or off in such aircraft, or in the immediate vicinity (50 feet) thereof.

F. Every person engaged in aircraft fuel handling shall exercise due care to prevent the overflow or spilling of fuel.

G. Any fuel spills in excess of forty four (44) gallons shall be reported to the airport manager/airport operations supervisor. All fuel spills shall be cleaned up immediately, following guidelines as set forth by the EPA.

H. During fuel handling, no person shall use any material or device which is likely to cause a static spark within fifty feet (50') of such aircraft or fuel truck.

I. Where there has been a fuel spill or leak, no person shall start the engine of any aircraft in close proximity until the spill or leak has been stopped and cleaned up. In the event of such spills or leaks, the fire department shall be notified.

J. All fueling equipment including, but not limited to, pumps and hoses shall be maintained in a safe and sound, nonleaking condition.

K. Prior to fuel transfer to storage tanks, the fuel dealer and dispensary shall conduct tests as to fuel type and signs of contamination. Furthermore, in accordance with environmental laws, the fuel dispensary or authorized agent shall conduct daily inventory reconciliation in order to assess fuel loss. A reconciliation log shall be maintained daily. Any fuel loss due to apparent leakage or any other reason shall be reported to the airport manager/airport operations supervisor. (Ord. 1652 § B, 4-20-2004)

4-9.10: FUEL SALES:

No person shall deliver aviation fuels or lubricants to, or dispense such fuel from, at, or upon the airport without written

approval from the city council. For the right, privilege and concession of making deliveries of all types of aviation fuels and lubricants, and other fuels, to any person or location at or upon the airport, or to a bulk storage plant of an oil company on the airport, there is levied against such individual or firm a gallonage charge, which will be established by resolution of the city council, for each gallon so delivered. No fuel shall be stored anywhere on the airport except in tanks as may be approved by the fire department. (Ord. 1652 § B, 4-20-2004)

ARTICLE X. INSURANCE

SECTION:

4-10.05: Liability

4-10.10: Routine Maintenance

4-10.15: City Liability

4-10.05: LIABILITY:

The privileges of using the airport and its facilities shall be conditioned upon the assumption of full responsibility and risk by the user thereof. To the fullest extent permitted by law the city, its agents, and/or employees shall not be liable for claims, damages, losses and expenses including, but not limited to, attorney fees arising out of, resulting from or in any manner related to loss, incident or mishap of any nature whatsoever, and/or from any cause whatsoever to individual, aircraft or property, which occurs at the airport. Such indemnification shall include loss or expense attributable to bodily injury, sickness, death or disease or any injury to or destruction of tangible property including the loss of use resulting therefrom regardless of whether or not it is caused in part by a party indemnified hereunder.

No person, firm or corporation shall maintain a local based aircraft at the airport unless such proprietor has filed with the airport manager/airport operations supervisor, and kept in current effect, a certificate of public liability insurance with the coverage set by the risk manager of the city of Porterville. This article shall apply to all airport users.

In order to protect the city, its agents, officers, and employees against all claims and liability for death, injury, loss, and damage as a result of use and operations on the airport, lessee shall name the city as additional insured on the aircraft insurance policy or policies. Such insurance for additional insured shall apply as primary insurance and any other insurance maintained by airport management shall be excess.

Provided coverage shall not be suspended, voided, canceled, reduced in coverage or otherwise materially changed except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been provided to airport management. (Ord. 1652 § B, 4-20-2004)

4-10.10: ROUTINE MAINTENANCE:

The city conducts routine maintenance and contracts for special events, construction and various airport improvement projects with certain equipment and machinery and because of these ongoing occurrences cannot fully protect aircraft or person using the airport facility from damage or injury to persons and/or property arising from dust, debris, vehicle equipment operation or the related condition of the facility. (Ord. 1652 § B, 4-20-2004)

4-10.15: CITY LIABILITY:

To the fullest extent permitted by law, the tenant and other persons on premises shall indemnify, defend and hold harmless the city, its agents and employees from and against all claims, demands, damages, debts, liabilities, obligations, costs, expenses, liens and actions or causes of actions of any kind whatsoever resulting from the activities including, but not limited to, foreign object damage, collision, equipment or vehicles, closure of gates, access, runway or ramp facilities or any other circumstances whatsoever. Tenant's indemnification to defend and hold harmless relative to city, its agents and employees, shall extend as well to attorney fees arising out of or resulting from any incident which occurs on the premises. (Ord. 1652 § B, 4-20-2004)

ARTICLE XI. ILLEGAL ACTIVITIES

SECTION:

4-11.05: Runway

4-11.10: Safety

4-11.15: Stunts

4-11.20: Business Permits

4-11.25: Disorderly Conduct

4-11.30: Intoxicating Liquors/Illicit Drug Use

4-11.35: Model And Radio Controlled Aircraft

4-11.05: RUNWAY:

No person shall land, take off, taxi, or otherwise operate any aircraft on, at, or from, the Porterville municipal airport when he/she knows such aircraft is not operating properly, or is equipped with any part or safety device which is defective or unsafe. Deviations from this restriction shall only be permitted by the issuance of a ferry permit by the FAA. Nor shall any aircraft be operated on or at the airport, or on any runway thereof, when the airport or runway has been closed to traffic by the airport manager/airport operations supervisor or other legal authority, and such closure has been indicated by the placement of an "X" at each end of the closed runway. (Ord. 1652 § B, 4-20-2004)

4-11.10: SAFETY:

No person shall operate any aircraft (or vehicle) on, at, or in the vicinity of the Porterville municipal airport in wilful or wanton disregard for the safety of persons or property, whether his own or that of others. (Ord. 1652 § B, 4-20-2004)

4-11.15: STUNTS:

No person shall engage in the performance of any aerobatics, stunt, maneuver not necessary to a normal takeoff, landing, normal turn or level flight of the aircraft over or within one mile of the exterior boundaries of the airport, except for FAA approved airshows. (Ord. 1652 § B, 4-20-2004)

4-11.20: BUSINESS PERMITS:

No person shall engage in the sale of any goods, wares, merchandise, or services at or upon the airport without first having complied with chapter 15, "Licenses And Business Regulations", of this code. (Ord. 1652 § B, 4-20-2004)

4-11.25: DISORDERLY CONDUCT:

No person shall commit any disorderly, obscene, indecent or unlawful act or commit any nuisance on the airport. (Ord. 1652 § B, 4-20-2004)

4-11.30: INTOXICATING LIQUORS/ILLICIT DRUG USE:

No person shall drink any intoxicating liquors upon any portion of the airport open to the public, except in a restaurant or other place designated and licensed for on-sale liquor dispensing, or in an area protected by the right to privacy.

No person shall become intoxicated or use habit forming and/or illicit drugs on any portion of the airport nor shall any person under the influence enter upon or loiter on or about the airport property. (Ord. 1652 § B, 4-20-2004)

4-11.35: MODEL AND RADIO CONTROLLED AIRCRAFT:

No model or radio controlled aircraft will be allowed on or above Porterville municipal airport property nor on any city property adjacent to the Porterville municipal airport nor any property within the city of Porterville that is under or near the pattern for aircraft or air vehicles at the Porterville municipal airport. (Ord. 1755, 6-2-2009)

ARTICLE XII. SPECIAL EVENTS

SECTION:

4-12.00: Permit Required

4-12.05: Application

4-12.10: Evaluation

4-12.15: Liability Exposure

4-12.20: Liability Insurance

4-12.25: Crowd Control/Operations

4-12.00: PERMIT REQUIRED:

No person or organization shall hold or cause to be held any community civic event utilizing airport facilities, involving the assembly of more than ten (10) aircraft and/or thirty (30) people, outside of normal prescribed airport operations, without first obtaining a community civic event permit from the city. (Ord. 1652 § B, 4-20-2004)

4-12.05: APPLICATION:

An applicant for a community civic event shall submit an application to the city council. Such application shall include the name and address of the sponsoring organization, those principal persons involved, the scope and extent of the proposed event, and the number of persons and/or aircraft anticipated to attend. (Ord. 1652 § B, 4-20-2004)

4-12.10: EVALUATION:

Applications for a community civic event shall be evaluated on the basis of relative merit, compatibility with airport operations, anticipated benefit to the airport, the public, and the city of Porterville, and the compatibility with allowed uses for city and airport property. (Ord. 1652 § B, 4-20-2004)

4-12.15: LIABILITY EXPOSURE:

No application for an airport special events permit shall be approved which unduly creates additional hazard or liability exposure to the public, the airport, or the city of Porterville. (Ord. 1652 § B, 4-20-2004)

4-12.20: LIABILITY INSURANCE:

Each applicant for an airport special events permit shall provide adequate liability insurance in a form and by an underwriter approved by the state of California, to those minimum limits as specified by the city. Said insurance shall include coverage

for liability and property damage, and insurance against liability for personal injury including accidental death, as well as liability for property damage which may arise in any way during the term of the permit. Such insurance shall remain in effect during that period of time of the event as specified in the special events permit. Each policy covering the special event on the airport shall name the city of Porterville as an additional primary insured without offset to the city's own liability insurance. (Ord. 1652 § B, 4-20-2004)

4-12.25: CROWD CONTROL/OPERATIONS:

A. Each applicant for an airport special events permit who proposes to involve more than thirty (30) persons outside of normal airport operations for said event shall submit a crowd control/operations plan to the airport manager/airport operations supervisor for review and approval. Such plan shall include, but not be limited to, provisions for the following as pertains to the proposed event:

1. Vehicle parking.
2. Transient (spectator) aircraft parking.
3. Participant aircraft parking.
4. Static display area.
5. Spectator area.
6. Crowd line.
7. Participant aircraft pattern and limitations.
8. Concession areas.
9. Public accommodations (restrooms, first aid, etc.).
10. Tactical communications.
11. Additional aircraft communications.
12. Ground handling of aircraft and vehicles.
13. Personnel training and coordination.
14. Public address and communication.

B. The airport manager/airport operations supervisor may waive, approve, or require additional information or provision for any of the elements above, based upon the scope of the proposed event. (Ord. 1652 § B, 4-20-2004)

ARTICLE XIII. APPEALS PROCESS

SECTION:

4-13.05: Violations Of Regulations

4-13.05: VIOLATIONS OF REGULATIONS:

Violations of the regulations contained herein and administered by the airport manager/airport operations supervisor may result in a notice of violation or an order to cease. Any notice or order so levied may be appealed.

A. The person receiving the notice of violation or order to cease may appeal, in writing, within ten (10) working days to the airport manager/airport operations supervisor.

B. Within ten (10) days after the receipt of the appeal by the airport manager/airport operations supervisor the time and place for a meeting will be set to be held within thirty (30) days. Further actions by the airport manager/airport operations supervisor will be stayed (where the violation is not a hazard) pending the meeting. The person requesting the appeal shall have the right of the presence of any supporting person he chooses at the meeting. The decision reached shall be binding, subject to appeal.

C. If the party does not agree with the decision from the meeting, he may appeal to the city council for final determination. (Ord. 1652 § B, 4-20-2004)

ARTICLE XIV. SEVERABILITY

SECTION:

4-14.05: Severability

4-14.05: SEVERABILITY:

Should any article, section, subsection, sentence, clause or phrase of this chapter be held invalid or unconstitutional for any

reasons, such decision shall not affect the remaining portions of this chapter. The city council hereby declares that it would have adopted this chapter and each article, section, subsection, sentence, clause or phrase, regardless of the fact that any one or more articles, sections, subsections, sentences, clauses, or phrases be declared invalid or unconstitutional. (Ord. 1652 § B, 4-20-2004)

ARTICLE XV. APPENDIX A, TRAFFIC PATTERN

SECTION:

4-15.05: Porterville Municipal Airport, Runway 30

4-15.10: Porterville Municipal Airport, Runway 12

4-15.05: PORTERVILLE MUNICIPAL AIRPORT. RUNWAY 30:

A. Enter pattern in level flight, abeam midpoint of runway, at pattern altitude. Light aircraft with pattern speed under one hundred twenty five (125) knots use inner pattern at altitude of one thousand feet (1,000') AGL (above ground level = 1,444 feet indicated altitude).

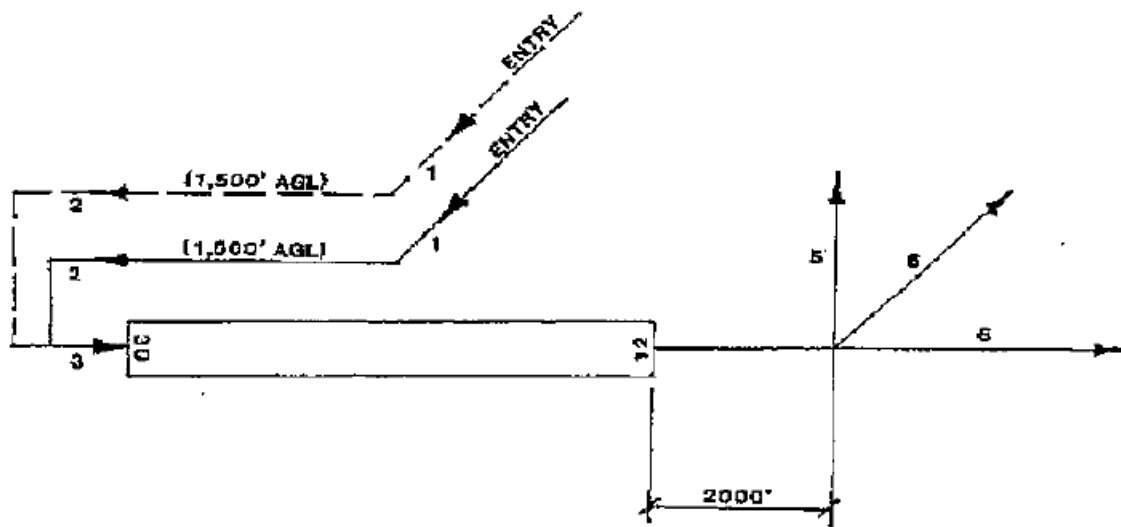
B. Maintain pattern altitude until abeam approach end of landing runway, on downwind leg.

C. Complete turn to final at least one-fourth ($\frac{1}{4}$) mile from end of runway.

D. Continue straight ahead until beyond departure end of runway.

E. If remaining in traffic pattern, commence turn to crosswind leg two thousand feet (2,000') beyond the departure end of the runway at the designated marker, at pattern altitude.

F. If departing traffic pattern, continue straight out, or exit with a forty five degree (45°) left turn beyond the departure end of the runway, after reaching pattern altitude.



(Ord. 1652 § B, 4-20-2004)

4-15.10: PORTERVILLE MUNICIPAL AIRPORT, RUNWAY 12:

A. Enter pattern in level flight, abeam midpoint of runway, at pattern altitude. Light aircraft with pattern speed under one hundred twenty five (125) knots, use inner pattern at altitude of one thousand feet (1,000') AGL (above ground level = 1,444 feet indicated altitude).

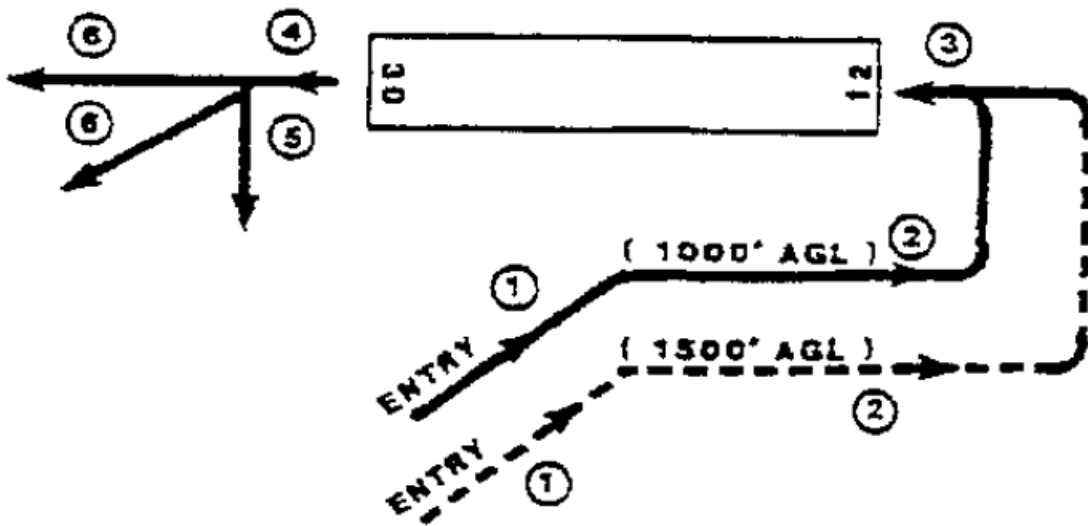
B. Maintain pattern altitude until abeam approach end of landing runway, on downwind leg.

C. Complete turn to final at least one-fourth ($\frac{1}{4}$) mile from end of runway.

D. Continue straight ahead until beyond departure end of runway.

E. If remaining in traffic pattern, commence turn to crosswind leg two thousand feet (2,000') beyond the departure end of the runway at the designated marker, at pattern altitude.

F. If departing traffic pattern, continue straight out, or exit with a forty five degree (45°) left turn beyond the departure end of the runway, after reaching pattern altitude.



(Ord. 1652 § B, 4-20-2004)

ARTICLE XVI. FORMS

SECTION:

4-16.05: Municipal Airport Forms

4-16.05: MUNICIPAL AIRPORT FORMS:

City Of Porterville

MUNICIPAL AIRPORT

General Information Form

Name/Company Name: _____

Address: _____

Phone Number: _____

Emergency Contact: _____

Phone Number: _____

Brief Description Of Airport Business: _____

Insurance Co.: _____

Description Of Aircraft: _____

Hangar Lease Lot Number: _____

PORTERVILLE MUNICIPAL AIRPORT

AIRCRAFT PARKING AND TIE-DOWN AGREEMENT

(MONTHLY BASIS)

NAME _____

ADDRESS _____

AIRCRAFT REGISTRATION NUMBER _____

OWNER OF AIRCRAFT IF OTHER THAN ABOVE _____

AIRCRAFT DESCRIPTION: COLOR _____ NO. OF ENGINES _____

MANUFACTURER _____ MODEL _____

YEAR _____ GROSS WEIGHT _____

INSURANCE POLICY _____

The Undersigned:

1. Understands this agreement extends the right to park and/or tie-down one aircraft in a designated space at the Porterville Municipal Airport and conveys no other right or interest.
2. Agrees to pay monthly parking and tie-down fees as specified in this agreement.
3. Understands that the monthly fees are \$_____ for single engine aircraft and \$_____ for twin engine aircraft at the time of the signing of this agreement and that the City Council of the City of Porterville may, at any time, adjust the fees at their discretion.
4. Understands that he/she will be billed each month in advance for parking/tie-down fees and that all fees unpaid after one month of the billing date will be charged interest at a rate of one percent (1%) per month on any unpaid balance.
5. Agrees to comply with all codes, ordinances and rules of operation applicable to Porterville Municipal Airport.
6. Agrees to indemnify, defend and save harmless the City, its agents, officers, and employees, and each of them, from any and all losses, costs, expenses, claims, liabilities, actions, or damages, including liability for injuries to person or persons, or damage to property of third persons, arising out of or in any way connected with the above described aircraft.
7. Agrees, in the event the City has to resort to legal action to enforce payment under this agreement, to pay all court costs including reasonable attorney fees, of such action.
8. Agrees that the fees due under this agreement shall be due on the _____ day of _____, _____ and the first of each calendar month thereafter.

AIRCRAFT OWNER/AGENT: _____

SIGNATURE _____

DATE _____

APPROVED FOR PORTERVILLE MUNICIPAL AIRPORT: _____

SIGNATURE _____ TITLE _____

DATE _____

NOTICE OF VIOLATION

CITY OF PORTERVILLE - MUNICIPAL AIRPORT

Name _____

Address _____

Phone () _____

VIOLATION

Your actions have been found to conflict with Article _____ of the Rules and Regulations for the Porterville Municipal Airport. You are hereby formally ordered to cease any and all actions conflicting with the established Rules and Regulations.

Airport users who feel they have a compelling, legitimate reason to dispute a violation notice or a notice to cease may follow the Appeals Procedure set forth in Article XIII of the Rules and Regulations for the Porterville Municipal Airport.

Noncompliance with an official NOTICE OF VIOLATION may result in termination of lease agreement or the loss of Airport privileges.

Signed Date

Designated City Officer Date

City of Porterville

REPORT OF AIRCRAFT ACCIDENT

1. DATE OF ACCIDENT _____ TIME _____ A.M. P.M.

(Month) (Date)

2. Location of Accident

3. Operator (Pilot)

(Name) (Telephone Number)

(Number and Street, Apartment No., etc.)

(City, State, Zip Code)

4. Owner (if different)

(Name) (Telephone Number)

(Number and Street, Apartment No., etc.)

(City, State, Zip Code)

5. Type of Aircraft

(Manufacturer) (Model) (Identification No.)

6. Total Number of Persons on Board Aircraft _____

7. (Name, Address, Extent of Injuries to Occupants and/or Persons on the ground. Use additional sheets if number exceeds space.)

	Crew	Passenger	Non-Occupant	Fatal	Serious	Minor	None

8. Damage to Property (Other than that of Owner, Operator or Passenger, or in their care, custody or control). Describe fully, and give best estimate of dollar cost. Use additional sheets if necessary.

9. Was a Report made to Any of the Following Agencies:

Federal Aviation Administration		Yes		No
National Transportation Safety Board		Yes		No
Law Enforcement Agency		Yes		No

If such a report was made, to whom and at what address:

10. Was there, at the time of the accident, an Aircraft Liability Policy?

		Yes		No
or Bond?		Yes		No

or any other form of Liability Protections covering the aircraft operation?

		Yes		No
--	--	-----	--	----

or have you registered with the Department of Aeronautics as a Self-Insurer?

		Yes		No
--	--	-----	--	----

11. If answer to 10 was Yes, furnish the following data on Insurer or Bonding firm which issued your Policy or Bond to cover liability for damages or injury to others:

Complete name and address of Company

Policy Number _____ Period of Coverage _____
(from) (to)

Policy issued to _____
(named individual or firm)

12. Report made by (print) _____
(Name)

(Number and Street)

(City, State, Zip Code)

(Telephone Number)

(Signature)

REMARKS or Additional Information:

Pilot Certificate Number

Ratings _____ Total Flying Time _____

Weather/Visibility Conditions at time of accident:

Official Capacity, or relationship to the Operator or Owner _____ _____ _____ _____ _____ _____

CITY OF PORTERVILLE

MUNICIPAL AIRPORT

After-Hours Tie-Down Fees

Name

Address

Phone Number ()

Description of Aircraft

Manufacturer _____

Model/Year _____

No. of Engines _____

Aircraft Number _____

Overnight Tie-Down Fees:

\$2/night (single engine)

\$2.50/night (twin engine)

I agree to comply with all codes, ordinances and rules of operation applicable to Porterville Municipal Airport.

I agree not to hold the City and its employees liable for any losses, costs, expenses, claims, liabilities, actions, or damages in any way connected with the above described aircraft.

(Ord. 1652 § B, 4-20-2004)



**FAA
Airports**

ASSURANCES

Airport Sponsors

A. General.

1. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
3. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this grant agreement.

B. Duration and Applicability.

1. **Airport development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.**

The terms, conditions and assurances of this grant agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

2. **Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.**

The preceding paragraph 1 also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.

3. Airport Planning Undertaken by a Sponsor.

Unless otherwise specified in this grant agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 25, 30, 32, 33, and 34 in Section C apply to planning projects. The terms, conditions, and assurances of this grant agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Airport Revenue so long as the airport is used as an airport.

C. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this grant that:

1. General Federal Requirements.

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance and use of Federal funds for this project including but not limited to the following:

Federal Legislation

- a. Title 49, U.S.C., subtitle VII, as amended.
- b. Davis-Bacon Act - 40 U.S.C. 276(a), et seq.¹
- c. Federal Fair Labor Standards Act - 29 U.S.C. 201, et seq.
- d. Hatch Act – 5 U.S.C. 1501, et seq.²
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C. 4601, et seq.^{1 2}
- f. National Historic Preservation Act of 1966 - Section 106 - 16 U.S.C. 470(f).¹
- g. Archeological and Historic Preservation Act of 1974 - 16 U.S.C. 469 through 469c.¹
- h. Native Americans Grave Repatriation Act - 25 U.S.C. Section 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended.
- j. Coastal Zone Management Act, P.L. 93-205, as amended.
- k. Flood Disaster Protection Act of 1973 - Section 102(a) - 42 U.S.C. 4012a.¹
- l. Title 49, U.S.C., Section 303, (formerly known as Section 4(f))
- m. Rehabilitation Act of 1973 - 29 U.S.C. 794.
- n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.), prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 - 42 U.S.C. 6101, et seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968 -42 U.S.C. 4151, et seq.¹
- s. Power plant and Industrial Fuel Use Act of 1978 - Section 403- 2 U.S.C. 8373.¹
- t. Contract Work Hours and Safety Standards Act - 40 U.S.C. 327, et seq.¹
- u. Copeland Anti-kickback Act - 18 U.S.C. 874.1
- v. National Environmental Policy Act of 1969 - 42 U.S.C. 4321, et seq.¹
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended.
- x. Single Audit Act of 1984 - 31 U.S.C. 7501, et seq.²
- y. Drug-Free Workplace Act of 1988 - 41 U.S.C. 702 through 706.

- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Pub. L. 110-252).

Executive Orders

- a. Executive Order 11246 - Equal Employment Opportunity¹
- b. Executive Order 11990 - Protection of Wetlands
- c. Executive Order 11998 – Flood Plain Management
- d. Executive Order 12372 - Intergovernmental Review of Federal Programs
- e. Executive Order 12699 - Seismic Safety of Federal and Federally Assisted New Building Construction¹
- f. Executive Order 12898 - Environmental Justice

Federal Regulations

- a. 2 CFR Part 180 - OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. [OMB Circular A-87 Cost Principles Applicable to Grants and Contracts with State and Local Governments, and OMB Circular A-133 - Audits of States, Local Governments, and Non-Profit Organizations].^{4, 5, 6}
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment
- d. 14 CFR Part 13 - Investigative and Enforcement Procedures14 CFR Part 16 - Rules of Practice For Federally Assisted Airport Enforcement Proceedings.
- e. 14 CFR Part 150 - Airport noise compatibility planning.
- f. 28 CFR Part 35- Discrimination on the Basis of Disability in State and Local Government Services.
- g. 28 CFR § 50.3 - U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964.
- h. 29 CFR Part 1 - Procedures for predetermination of wage rates.¹
- i. 29 CFR Part 3 - Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States.¹
- j. 29 CFR Part 5 - Labor standards provisions applicable to contracts covering federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act).¹
- k. 41 CFR Part 60 - Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and federally assisted contracting requirements).¹
- l. 49 CFR Part 18 - Uniform administrative requirements for grants and cooperative agreements to state and local governments.³
- m. 49 CFR Part 20 - New restrictions on lobbying.
- n. 49 CFR Part 21 – Nondiscrimination in federally-assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act of 1964.
- o. 49 CFR Part 23 - Participation by Disadvantage Business Enterprise in Airport Concessions.

- p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs.^{1 2}
- q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Programs.
- r. 49 CFR Part 27 – Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance.¹
- s. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities conducted by the Department of Transportation.
- t. 49 CFR Part 30 - Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors.
- u. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance)
- v. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).
- w. 49 CFR Part 41 - Seismic safety of Federal and federally assisted or regulated new building construction.

Specific Assurances

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this grant agreement.

Footnotes to Assurance C.1.

¹ These laws do not apply to airport planning sponsors.

² These laws do not apply to private sponsors.

³ 49 CFR Part 18 and 2 CFR Part 200 contain requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation and circular shall also be applicable to private sponsors receiving Federal assistance under Title 49, United States Code.

⁴ On December 26, 2013 at 78 FR 78590, the Office of Management and Budget (OMB) issued the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards in 2 CFR Part 200. 2 CFR Part 200 replaces and combines the former Uniform Administrative Requirements for Grants (OMB Circular A-102 and Circular A-110 or 2 CFR Part 215 or Circular) as well as the Cost Principles (Circulars A-21 or 2 CFR part 220; Circular A-87 or 2 CFR part 225; and A-122, 2 CFR part 230). Additionally it replaces Circular A-133 guidance on the Single Annual Audit. In accordance with 2 CFR section 200.110, the standards set forth in Part 200 which affect administration of Federal awards issued by Federal agencies become effective once implemented by Federal agencies or when any future amendment to this Part becomes final. Federal agencies, including the Department of Transportation, must implement the policies and procedures applicable to Federal awards by promulgating a regulation to be effective by December 26, 2014 unless different provisions are required by statute or approved by OMB.

⁵ Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.

⁶ Audit requirements established in 2 CFR part 200 subpart F are the guidelines for audits.

2. Responsibility and Authority of the Sponsor.

a. Public Agency Sponsor:

It has legal authority to apply for this grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. Private Sponsor:

It has legal authority to apply for this grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this grant agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. Sponsor Fund Availability.

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this grant agreement which it will own or control.

4. Good Title.

- a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.
- b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

5. Preserving Rights and Powers.

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this grant agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.

- b. It will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this grant agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this grant agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this grant agreement.
- c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.
- d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.
- e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.
- f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to insure that the airport will be operated and maintained in accordance Title 49, United States Code, the regulations and the terms, conditions and assurances in this grant agreement and shall insure that such arrangement also requires compliance therewith.
- g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

6. Consistency with Local Plans.

The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

7. Consideration of Local Interest.

It has given fair consideration to the interest of communities in or near where the project may be located.

8. Consultation with Users.

In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

9. Public Hearings.

In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

10. Metropolitan Planning Organization.

In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

11. Pavement Preventive Maintenance.

With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

12. Terminal Development Prerequisites.

For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under section 44706 of Title 49, United States Code, and all the security equipment required by rule or regulation, and

has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

13. Accounting System, Audit, and Record Keeping Requirements.

- a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this grant, the total cost of the project in connection with which this grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

14. Minimum Wage Rates.

It shall include, in all contracts in excess of \$2,000 for work on any projects funded under this grant agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor, in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a-276a-5), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

15. Veteran's Preference.

It shall include in all contracts for work on any project funded under this grant agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in Section 47112 of Title 49, United States Code. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

16. Conformity to Plans and Specifications.

It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this grant agreement, and, upon approval of the Secretary, shall be incorporated into this grant agreement. Any modification to the approved plans,

specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into this grant agreement.

17. Construction Inspection and Approval.

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

18. Planning Projects.

In carrying out planning projects:

- a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.
- b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.
- c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.
- d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.
- e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.
- f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.
- g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.
- h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

19. Operation and Maintenance.

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal,

state and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for-

- 1) Operating the airport's aeronautical facilities whenever required;
 - 2) Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
 - 3) Promptly notifying airmen of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.
- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

20. Hazard Removal and Mitigation.

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

21. Compatible Land Use.

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

22. Economic Nondiscrimination.

- a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.
- b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or

to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to-

- 1) furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and
 - 2) charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.
- c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.
 - d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.
 - e. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.
 - f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees [including, but not limited to maintenance, repair, and fueling] that it may choose to perform.
 - g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.
 - h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.
 - i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

23. Exclusive Rights.

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

- a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and
- b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

24. Fee and Rental Structure.

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for which a grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

25. Airport Revenues.

- a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:
 - 1) If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or

operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.

- 2) If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.
 - 3) Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at Section 47102 of title 49 United States Code), if the FAA determines the airport sponsor meets the requirements set forth in Sec. 813 of Public Law 112-95.
- b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.
 - c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of Section 47107 of Title 49, United States Code.

26. Reports and Inspections.

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;
- b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;
- c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this grant agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and

- d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
 - 1) all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
 - 2) all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

27. Use by Government Aircraft.

It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that –

- a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or
- b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.

28. Land for Federal Facilities.

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein, or rights in buildings of the sponsor as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

29. Airport Layout Plan.

- a. It will keep up to date at all times an airport layout plan of the airport showing
 - 1) boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;
 - 2) the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and

roads), including all proposed extensions and reductions of existing airport facilities;

- 3) the location of all existing and proposed nonaviation areas and of all existing improvements thereon; and
 - 4) all proposed and existing access points used to taxi aircraft across the airport's property boundary. Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.
- b. If a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary (1) eliminate such adverse effect in a manner approved by the Secretary; or (2) bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

30. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any activity conducted with, or benefiting from, funds received from this grant.

- a. Using the definitions of activity, facility and program as found and defined in §§ 21.23 (b) and 21.23 (e) of 49 CFR § 21, the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by, or pursuant to these assurances.
- b. Applicability
 - 1) Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
 - 2) Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.

- 3) Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

c. Duration.

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

- 1) So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
- 2) So long as the sponsor retains ownership or possession of the property.

d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this grant agreement and in all proposals for agreements, including airport concessions, regardless of funding source:

“The **(Name of Sponsor)**, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises and airport concession disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.”

e. Required Contract Provisions.

- 1) It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the DOT, and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.
- 2) It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
- 3) It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
- 4) It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin, creed, sex, age, or handicap as a

covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:

- a) For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
 - b) For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
- f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.
- g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

31. Disposal of Land.

- a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order, (1) reinvestment in an approved noise compatibility project, (2) reinvestment in an approved project that is eligible for grant funding under Section 47117(e) of title 49 United States Code, (3) reinvestment in an approved airport development project that is eligible for grant funding under Sections 47114, 47115, or 47117 of title 49 United States Code, (4) transferred to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport, and (5) paid to the Secretary for deposit in the Airport and Airway Trust Fund. If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.
- b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, (1) upon application to the Secretary, be reinvested or transferred to another

eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order: (1) reinvestment in an approved noise compatibility project, (2) reinvestment in an approved project that is eligible for grant funding under Section 47117(e) of title 49 United States Code, (3) reinvestment in an approved airport development project that is eligible for grant funding under Sections 47114, 47115, or 47117 of title 49 United States Code, (4) transferred to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport, and (5) paid to the Secretary for deposit in the Airport and Airway Trust Fund.

- c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.
- d. Disposition of such land under (a) (b) or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

32. Engineering and Design Services.

It will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services with respect to the project in the same manner as a contract for architectural and engineering services is negotiated under Title IX of the Federal Property and Administrative Services Act of 1949 or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

33. Foreign Market Restrictions.

It will not allow funds provided under this grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

34. Policies, Standards, and Specifications.

It will carry out the project in accordance with policies, standards, and specifications approved by the Secretary including but not limited to the advisory circulars listed in the Current FAA Advisory Circulars for AIP projects, dated _____ (the latest approved version as of this grant offer) and included in this grant, and in accordance

with applicable state policies, standards, and specifications approved by the Secretary.

35. Relocation and Real Property Acquisition.

- a. It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.
- b. It will provide a relocation assistance program offering the services described in Subpart C and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.
- c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

36. Access By Intercity Buses.

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

37. Disadvantaged Business Enterprises.

The sponsor shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its DBE and ACDBE programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1936 (31 U.S.C. 3801).

38. Hangar Construction.

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

39. Competitive Access.

- a. If the airport owner or operator of a medium or large hub airport (as defined in section 47102 of title 49, U.S.C.) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that-
 - 1) Describes the requests;
 - 2) Provides an explanation as to why the requests could not be accommodated; and
 - 3) Provides a time frame within which, if any, the airport will be able to accommodate the requests.
- b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.



AIRPORT LEASING POLICY

Porterville Municipal Airport

ADOPTED FEBRUARY 18, 2025

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City of Porterville Leasing Policy for the Porterville Municipal Airport

Adopted February 18, 2025

1. Introduction

a. Purpose

Airport Operated for Benefit of the Public. Through its Leases, and by other means, the City will ensure that the Airport is operated for the use and benefit of the public and is made available to all types, kinds and classes of aeronautical activities.

As an Airport Sponsor and recipient of Federal Aviation Administration (FAA) Airport Improvement Program (AIP) grants, the City of Porterville (hereinafter, "City") is obligated to operate the Porterville Municipal Airport (PTV) for the use and benefit of the public and to make it available to all types, kinds, and classes of aeronautical activities on fair and reasonable terms and conditions without unjust discrimination.

Further, the City leases property at the Airport for certain non-aeronautic uses to provide revenue support to the airport. Per 49 USC 47107(b) and 47133(a), revenues generated by a public airport are required to be expended for the capital or operating costs of – (A) the airport, (B) the local airport system, (C) other local facilities owned or operated by the airport owner or operator and directly and substantially related to the air transportation of passengers or property. Given these obligations, the City hereby establishes this policy to set forth a standardized system and process for leasing property at the Airport.

In furtherance of this objective, the City leases airport property based on the following principles:

- Promotion of aeronautic and aeronautic-compatible enterprise fund activities for the benefit of the Porterville community.
- Preservation of the City's investment in the Airport.
- Facilitation of orderly management of the Airport.
- Ensuring consistent quality of facilities at the Airport.

- Providing equitable and uniform treatment of all Lessees.
- Ensuring compliance with applicable laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application and acceptance of Federal Funds.
- Enabling conformity with the FAA approved Airport Layout Plan and Exhibit 'A', Airport Property Map.
- Making the Airport available for public use on reasonable terms without unjust discrimination.
- Maintaining a fee and rental structure with the goal of financial self-sufficiency for the Airport.

Persons seeking to provide a Commercial Aeronautical Activity at the Airport shall also be obligated to adhere to the requirements set forth in the Airport Minimum Standards, Airport Rules & Regulations, and current FAA Guidelines and Regulations.

In accordance with FAA Leasing Guidelines, Grant Assurances and general FAA policy statements, ownership of all lease site development and improvements shall revert to the Airport at no cost to the Airport at the conclusion of the lease. Lease length shall be established in order to allow tenants to recuperate their initial investment, long term leases beyond the life of the asset will not be entertained.

At the conclusion of the lease term, a new lease agreement may be entered into with the site occupants in accordance with the then-existing Airport Leasing Policy and then-existing Airport Layout Plan. The premises are considered to be owned by the Airport and the lease terms will reflect that condition accordingly. The rental rates charged and the lease term allowed will be based on airport ownership of the premises.

2. Definitions

For the purpose of this policy, the following definitions shall apply:

- **Aeronautical Activities** – Activities directly related to the operation, maintenance, and storage of aircraft, including flight training, aircraft maintenance, charter service, and Fixed Based Operator (FBO) services.
- **Airport** – The Porterville Municipal Airport (PTV), including all associated land, facilities, and infrastructure.
- **Airport Manager** – The individual designated by the City to oversee Airport operations and enforce Airport policies.
- **Airport Leasing Policy** – This document as established and amended from time to time by the City, to govern the safe, orderly, and efficient leasing of Airport property.
- **Airport Layout Plan (ALP)** – The FAA approved and Airport adopted drawing, as may be amended from time to time, which reflects an agreement between the FAA and Airport depicting the physical layout of the Airport. The ALP identifies the location and configuration of current and proposed runways, taxiways, buildings, roadways, utilities, nav aids, etc. The ALP also includes the proposed allocation of Airport land and/or improvements to specific uses and/or development. The ALP reflects the existing and proposed allocation of areas of the Airport to specific operations and support functional usage.
- **Airport Sponsor** – The City of Porterville under the FAA guidelines and requirements to operate a public use airport facility.
- **Applicant** – A person submitting an application to the City to lease airport property.
- **City** – The City of Porterville, owner and operator of the Airport, acting by or through the City of Porterville City Council, the City Manager, the Transportation Manager, the Airport Manager, or any duly authorized employee, agent, or instrumentality of the City of Porterville. Discretion, opinions and approvals of “City” under this section refer to the responsibilities and authorities delegated to the City Council and designated City staff members as may be assigned these tasks through adopted policy.
- **City Council** – The legislative body that governs the City of Porterville.

- **Commercial Aeronautical Activity** – An Aeronautical Activity for commercial purposes.
- **Commercial Aeronautical Operator** – Any entity providing aeronautical services to the public, such as flight training, aircraft rental, or aircraft maintenance.
- **FAA** – Federal Aviation Administration.
- **Fair Market Value (FMV)** – The rental value of Airport land or facilities as determined by a qualified independent appraisal, market analysis, or competitive lease rates at comparable airports.
- **Fixed Base Operator (FBO):** A commercial business granted the right to operate on the Airport and provide services such as fueling, aircraft storage, maintenance, and flight instruction.
- **General Aviation** – All phases of aviation other than military aviation and scheduled or non-scheduled commercial air carrier operations.
- **Ground Lease:** A long-term lease agreement for the use of Airport land on which the Lessee constructs improvements (e.g., hangars, commercial buildings).
- **Lease** – A contract between the City and any person wherein the City grants the use or occupancy of Airport property and certain leasehold interests for a specified period in exchange for a specified rent.
- **Lessee:** Any individual, entity, or business that enters into a lease agreement with the City for the use of Airport property.
- **Leasehold Improvements:** Any structures or modifications made by the Lessee on leased Airport land, such as buildings, hangars, or paved surfaces.
- **Non-Aeronautical Use:** Any use of Airport land or facilities that is not directly related to aviation, subject to FAA approval.
- **Rules and Regulations** – The policies, procedures, and regulations, established and amended from time to time by the City Council, to govern the safe, orderly, and efficient use of the Airport.

- **Sublease** – An agreement between a primary Lessee and a third party to lease a portion of the Lessee’s leased premises, subject to City approval. If approved, sublessees must enter a new lease agreement under current City terms.
- **Term** – The total period of time which the Lease may or might remain in effect. (For instance, a Lease for an initial period of 5 years, which may potentially be extended for an additional 5-year period, is a Lease for a term of 10 years).
- **Unimproved Land** – Airport land that has no existing buildings or significant infrastructure improvements.

3. Exclusive Rights

- a) Federal law forbids the granting of an exclusive right to provide aeronautical services at an airport on which federal funds have been expended. An exclusive right is a power, privilege or other right excluding or debarring another from enjoying or exercising a like power, privilege or right. The City will not grant any such special privilege or monopoly in the use of public Airport facilities.
- b) It is the policy of this City not to enter into or promote any understanding, commitment, or express agreement to exclude other reasonably qualified Lessees; the presence on the Airport of only one Lessee engaged in a particular aeronautical service(s) will not, in and of itself, indicate that an exclusive right has been granted. Accordingly, those who desire to enter into a Lease with the City to engage in an aeronautical activity should neither expect nor request the City to exclude others who desire to engage in the same or similar activities. The opportunity to engage in an aeronautical activity shall be made available to those meeting reasonable qualifications and standards relevant to such activity and as space may be available at the Airport for such an activity.

4. Requests for Leases

a) **Written Application Required.**

Any Person desiring to enter into a Lease with the City for permission to occupy Airport property shall make written application to the City for such permission.

b) Applicant Must Demonstrate Qualifications.

If an Applicant is seeking to engage in a Commercial Aeronautical Activity, he/she shall also provide all application information and materials required. Application materials shall consist of a fully executed Application Cover Sheet, all the information specified in this Leasing Policy, the Airport's Minimum Standards, if applicable, and all documentation deemed necessary by the City for a full and complete analysis of the Applicant's qualifications. The Cover Sheet shall include the benefit that will accrue to the aviation public, not-for-profit entities, and commercial activities, from the Applicant's proposed use of Airport property.

c) Space Limited to Demonstrated Need.

A single aeronautical activity, although meeting all reasonable standards and qualifications, shall be limited to a lease of such space as is needed for that activity. When an Applicant seeks to lease property from the City, he/she must provide evidence of demonstrated need for the Airport property in question. The City will only agree to lease the amount of land justifiably required for the specific use. Additional land for unsubstantiated future expansions is not allowed.

5. Application Documents

Each application for Lease of Airport Property shall be in writing and in sufficient detail to discern the complete qualifications of the Applicant and shall include a Cover Sheet briefly describing the proposal, the offered lease rate, and other key summary information, accompanied by a written application including the details listed below:

- a) The name, address, electronic mail address, and telephone number of the Applicant.
- b) The amount, size, and location of the land and/or facilities desired to be leased.
- c) Descriptions and cost estimates of any proposed capital improvements to be undertaken by the applicant, or proposed to be provided by another party. This specifically includes tenant improvements if the lease proposal is for an existing building.
- d) The types and amounts of insurance coverage to be maintained for the proposed use Airport property.

- e) A current financial statement prepared or certified by an independent certified public accountant and certified by the Chief Financial Officer of the Applicant. The City shall consider financial statements in evaluating the Applicant's financial ability to construct capital improvements, occupy Airport property, and enter into a Lease of Airport property.
- f) To the extent allowed by law (if any), proposed applications for Leases, and the financial terms thereof, shall initially be maintained as confidential, for discussion between staff and the Applicant, and for discussion among staff, the Applicant, and the City Council.
- g) Evidence, in a form acceptable to the City, of the Applicant's financial ability to complete construction of proposed capital improvement in one of the following forms:
 - i. A performance bond in the amount equal to the cost for constructing the proposed improvements.
 - ii. An irrevocable letter of credit guaranteeing funds to complete the project.
 - iii. An escrow agreement administered by a title and escrow company; or
 - iv. A trust administered by a commercial bank.

6. Action on Application

After an application has been completed and materials are submitted in accordance with Section 4, it will be reviewed by the City and a determination made regarding approval.

The City may deny any application if, in the City's opinion, any one or more of the following:

- a) The Applicant's proposed use of Airport property or construction of leasehold improvements will create a safety hazard on the Airport.
- b) The granting of the application will require the City to spend funds, supply labor or materials in connection with the proposed activity, or the activity is expected to result in a financial loss to the City.

- c) Inappropriate, inadequate, or insufficient space exists at the Airport to accommodate the proposed activity or business.
- d) The development or construction on the Airport necessary to accommodate the proposed business does not conform to land uses specified on the FAA-approved ALP.
- e) The development or use of the area requested by the Applicant will result in congestion of aircraft or buildings or will result in unduly interfering with other Airport operations.
- f) The Applicant does not meet the requirements of the Airport Leasing Policy.
- g) The Applicant has either intentionally or unintentionally misrepresented or omitted any pertinent information in the application or in supporting documents.
- h) The Applicant has a record of violating the Rules and Regulations of the Airport or of any other airport, FAA regulations, or any other federal, State, or local statutes, laws, rules, or regulations.
- i) The Applicant has defaulted in the performance of any lease or any other agreement with the City or other airport(s).
- j) The Applicant does not, in the opinion of the City, exhibit adequate financial responsibility to undertake the project based upon financial information provided.
- k) The Applicant cannot provide acceptable surety in the amount required by the City.
- l) The proposed activity or development is not in the best interest of the Airport or the public.

7. Standards for Leasing Airport Property

a. Lease Classification.

The City will address each airport lease and/or proposed airport lease for the purpose of definition and relevance to airport use according to the following classifications:

- **Non-commercial Hangar** – Primarily for private aircraft storage; The City will determine if smaller parcels or additional infrastructure provisions are necessary.
- **Non-commercial Multi-Tenant** – A proposed development of a number of private hangars under one project which affords multiple tenants the benefits of larger economy of scale to offset the burdens of project development costs.
- **Commercial Aviation (FBO)** – Any commercial service facility allowing single or multiple aviation service disciplines to be accommodated on one site.
- **Non-aviation Commercial/Industrial** – Any entity that provides benefit to the airport, the community, or the local economic base through services or employment provided, which remains compatible with the Airport existence. This category includes but is not limited to Hotels, Conference and Recreational uses.
- **Public Facility** – Government sponsored and publicly operated uses that provide benefits to the airport, aviation, and/or the local community are part of this category.
- **Non-profit Entities** – A number of uses qualify as non-profit organizations and valid services that benefit not only aviation, but also a variety of public causes and concerns. Rental agreements are therefore justified.
- **Unimproved Land** – The occasional need to enter into leases and use agreements for uses which utilize larger amounts of land but without specific definition or qualification. e.g., The farming contract maintains vast portions of airport property not otherwise utilized. Occasional airport/aircraft operations require large areas for specific short-term purposes.

b. Requests for Additional Space.

If the need for additional space becomes apparent for or in connection with a new or expanded activity, or one not authorized by the Lessee's existing Lease, the request for additional space may be treated as a new Lease request by the City. Otherwise, a simple amendment to the existing lease agreement may be appropriate.

c. Applicability of FAA Policy on the Non-Aeronautical Use of Airport Hangars.

In addition to the specific requirements set forth in this policy, the City airport is subject to the FAA Policy on the Non-Aeronautical Use of Airport Hangars, 81 FR 38906, as may be further amended. Pursuant to this policy, some areas of the airport may be designated for non-aviation use, with explicit FAA approval, but aeronautical facilities of the airport must be dedicated to use for aviation purposes. FAA policy generally requires tenants utilizing hangars for nonaeronautical purposes to pay a self-sustaining, fair market commercial (nonaeronautical) rental rate. FAA approval is also required to permit interim non-aeronautical use of hangars. While the City is able to lease hangars and other airport property designated for aeronautical use when there is no current demand for the aeronautical use of a hangar or property, the FAA policy additionally requires that the City either 1) lease the hangar for a period of 3 to 5 years and include a clause allowing the City to recover the hangar for aeronautical purposes with 30 days notice; 2) request preapproval of a month-to-month leasing plan if it wishes to allow the leasing of such hangars for interim non-aeronautical purposes; or 3) acquire advance written approval from the FAA on a case-by-case basis.

d. Lease Term.

The term is categorized according to the following considerations:

- i. Long-term development of unimproved land.
- ii. Occupancy of facilities owned by the Airport.
- iii. The designation of the facility or proposed property on the ALP.
- iv. The Lessee's proposed use of the property (See Section 7.c. above).
- v. The Lessee's proposed capital investment in facilities and peripheral benefits to the airport.

While subject to specific negotiations between the City and each Lessee, as well as the additional restrictions set forth in this policy, the standard lease terms would be as follows:

- i. Initial lease term is up to 5 years, with four (4) successive 5-year renewal options (totaling up to 25 years).

- ii. Renewal is contingent upon meeting inspection, compliance, and maintenance conditions, but the City may choose not to renew for airport needs or non-compliance.

In responding to a request to exercise an Option to Extend, the City will consider whether the Lessee is or has been in default of any terms and conditions of its Lease as well as the structural integrity, safety, and appearance of the leasehold improvements. Upon receipt of the request, the City will inspect the leasehold improvements for condition, appearance and viability for continued occupancy. The actual lease agreement shall be reviewed for compliance with its terms and conditions.

d. Lease Expiration.

In order to ensure compliance with this Policy and FAA Guidelines, it is not feasible to simply extend the term of existing leases, and thus, no time extensions will be allowed other than as explicitly set forth within the specific lease terms. Notwithstanding the foregoing, it is not the intent of the City to arbitrarily require the wholesale removal of existing tenants from their lease sites, so long as the occupancy remains viable and the basic provisions of this Policy and FAA Guidelines can be met.

- I. As current leases reach a time where extension of term is essential to accommodate additional operations or development plans, the provisions of this policy may be implemented. The occupancies may be allowed to remain, but only under a new lease agreement, drafted and executed under the policies and standards currently outlined in this document and as may be amended in the future. As policies change, rental rates and escalations are adjusted, and new legal provisions evolve, new lease agreements will contain these necessary modifications. The provisions of Section E (Reversion) below will apply.
- II. If a lease extension on an existing occupancy is requested, the terms for the new lease will remain relatively unchanged for that duration. Although the Lessee will be a new entity, no additional investment in the property is anticipated. No change in occupancy is intended. The ownership of site and building improvements as outlined in the lease will apply. With no Capital investment, the new term may be 5 years, so long as the lease remains in full compliance and the age and current condition of the leased premises and its improvements remain viable and useable. If significant investment and/or new

development is requested or anticipated, then terms under the new lease would be extended commensurate with the amount of investment considered.

- III. At the conclusion of the new lease, ownership of all site and building improvements revert to the Airport. Any subsequent occupancies are authorized under new lease agreements and shall be executed according to the adopted standard for new leases of City property. In accordance with FAA orders and guidelines, rental rates for leases on non-aeronautical sites will be based on the Fair Market Value as established for the premises. Rental rates for lease on the aeronautical sites will be based on fair and reasonable value as established for the site.

e. Reversion.

At the termination or conclusion of any lease agreement, the ownership of all site and building improvements shall revert to the Airport, except under the following conditions:

- I. The occupancy is allowed to remain under the provisions of a new, short-term lease.
- II. The preceding lease agreement specifically identifies the owner and states that he retains ownership and the right to remove the hangar from the airport.
- III. The Airport, upon thorough inspection of the building, determines that it is not suitable or viable to remain as an operable and maintainable building. In which case the Tenant is required under the terms of the outgoing lease to remove the building at Tenant's own cost and responsibility.

If the building improvements are allowed to remain, no further lease extensions are granted, and a new lease agreement is not entered into, the Lessee shall agree that all said improvements shall, become the property of the City. Under no circumstances shall the Tenant be entitled to any compensation for the value of its business, franchise, or improvements.

f. Leases for Private Aeronautical Uses.

The City is required to operate the Airport for the maximum use and benefit of the public, and must retain the ability to make reasonable provision for

essential support services for those who use the Airport; nevertheless, some private aeronautical uses may be beneficial to the City; for instance, a private flying club might be a desirable and compatible use. Proposed Leases for private aeronautical uses will be evaluated on a case-by-case basis, taking into account long-term plans for the development of the Airport, the benefits which may be derived from the proposed Lease, the potential costs of the proposed Lease to the City, the availability of suitable space, the potential for conflict or interference with the public uses of the Airport, and any other factors the City deems relevant.

g. Adherence to Airport Layout Plan (ALP) Required.

The ALP depicts the entire property of the Airport and identifies existing facilities and plans for future development. The ALP reflects the existing and proposed allocation of areas of the Airport to specific operations and land uses. No use, occupancy, construction, modification or improvement that is inconsistent with the Airport's FAA-approved ALP shall be viewed as desirable by the City. The conversion of any area of the Airport to a substantially different use than that shown in the approved ALP could adversely affect the safety, utility or efficiency of the Airport. Only upon a determination by the City that a particular construction, modification or improvement would serve the needs of the Airport public for facilities or services, and that a change in circumstances is evident such that the need for space for such facilities or services was not anticipated at the time the most recent ALP was submitted to the FAA for approval, will the City consider making application to the FAA for approval of a revision of the ALP pursuant to the request of an Applicant or Lessee. Nothing contained in this policy shall require the City to make such application.

h. Development of Vacant Airport Property.

Any application for permission to develop vacant airport properties shall include, in addition to all other required materials, a site plan depicting the nature and location of the proposed development. Before actual development, the site plan must be approved by the City.

i. Liens or Encumbrances to Airport Property.

The tenant is given the right by the City to mortgage its interest in the Lease, under one or more leasehold Mortgage(s) and assign its interest in this Lease, as collateral security for such Mortgage(s) to secure any bona fide loan upon the condition that all rights acquired under such leasehold

Mortgage(s) shall be subject to each and all of the covenants, conditions and restrictions set forth in the Lease.

j. Financing Airport Development.

The City is under no obligation to provide financing, or to make any improvements to Airport property to facilitate leasehold improvements proposed by an existing or prospective Lessee. If such a Lessee cannot demonstrate the financial means to implement and pay for such development that may be an indication that the proposed development would not be in the best interests of the City or the public using the Airport. Nevertheless, once an Applicant or Lessee has demonstrated the requisite financial responsibility, the City may choose to pursue any federal, state or City funds to contribute to the leasehold improvements, if in doing so there would be no diversion of funds away from capital improvements or the Airport capital budget program planned by the City.

k. General Rights and Privileges Granted.

Airport Leases are designed to accomplish one or more of three basic rights or privileges:

- The right for a Person to use the landing area and other public Airport facilities in common with others so authorized;
- The right to occupy Airport Property, and to use exclusively, certain designated premises; and/or
- The commercial privilege or the franchise right to offer goods and services to the public who use the Airport.

The City will not enter any Lease without receipt of adequate consideration for the rights granted therein.

l. Control Over Operations.

Any Lease granting the right to serve the public on the premises of the Airport shall be subject to terms and conditions reserving to the City sufficient control over operations to ensure that the Lessee will treat patrons fairly. The Lessee must agree to make available its services and facilities on fair and reasonable terms, and without unjust discrimination.

m. Control over Aeronautical Activity and Development.

The City will enter into no Lease that would require it to divest itself of the right to take any action it considers necessary to protect the aerial approaches of the Airport against obstruction, or the right to prevent any Lessee from erecting, or permitting to be erected, any building or other structures that might limit the usefulness of the Airport or constitute a hazard to aircraft. The City will enter into no Lease that would require it to divest itself of, or limit its right to develop or improve the Airport as it sees fit, regardless of the desires or views of any Lessee and without interference or hindrance from such a party.

n. Airport Minimum Standards.

The Airport Minimum Standards set forth the qualifications which must be met by a Lessee conducting certain aeronautical activities at the Airport. They establish a basis for practical negotiations between the City and potential Lessees offering such activities; however, prospective Lessees should be aware that the City, if presented with a choice between multiple potential Lessees for a single space or facility, will give preference to Lessees who can offer the City and the public the highest standard of quality and service which may well exceed the Airport Minimum Standards for a proposed activity. Existing and prospective Lessees shall understand that the City may increase its Airport Minimum Standards from time to time, in order to ensure a higher quality of service to the public. Only in the rare circumstance, where the aviation community at the Airport has encountered difficulty in attracting a competent service entity, shall the City consider waiving an Airport Minimum Standard to allow a period of initial development. In all other circumstances, it is the policy of the City not to enter into Leases with Lessees who cannot meet the applicable Airport Minimum Standards.

o. Waivers of Immunity.

The City will enter into no Leases that require it to waive any sovereign, governmental or other immunity to which it may be entitled, or that would require it to submit to the laws of any state other than those of the State of California.

p. Indemnification.

Every Lessee desiring to Lease Airport property shall agree to indemnify and hold the City, its officers, officials, agents, representatives and employees from and against any and all injuries, damage or harm, or any

nature whatsoever, which may result from its use or occupancy of Airport property.

8. Written Agreement

All Persons, prior to the commencement of construction of leasehold improvements or operation of an Aeronautical Activity as defined herein, shall enter into a Lease with the City setting forth the terms and conditions by which the Person shall occupy and use Airport property. Leases entered into by the City are designed to protect the public interest and may contain more restrictive clauses than private sector leases, are to be in a form approved by the City's legal counsel and shall, at a minimum; conform to local/regional standards of tenant responsibility and liability.

Each Lease shall include all provisions required by law and obligations placed upon the City by all federal and State agencies including, but not limited to, compliance with all federal, state and local laws and regulations pertaining to the use of the leased premises. Other Lease provisions contain standard language, developed through continuous review and revision of the document for conformance to FAA regulations, real estate law, changing economic conditions and other risks associated with land ownership. A sample of that document is available for review.

9. FAA Required Lease Provisions

In addition to the minimum terms and conditions listed in Section 9, each Lease shall contain provisions requiring the Lessee to furnish services on a reasonable basis to all users thereof, and charge reasonable and not unjustly discriminatory, prices for each unit or service, provided that the lessee may make reasonable and nondiscriminatory discounts, rebates or other similar types of price reductions to volume purchasers.

10. Rentals, Rates, Fees, and Charges

a. Financially Self-Sufficient.

The City has an obligation to make the Airport as self-sufficient as possible under the circumstances existing at the Airport at any given point in time. Toward this end, the City, through its Leases, and by other means available to it, shall endeavor to recover the cost of providing its facilities, through rentals, fees or other charges. All Leases shall provide for adequate consideration to be received by the City in compensation for the rights and privileges therein granted. It shall be the policy of the City to seek Lease

terms and conditions that, while fair and nondiscriminatory, provide the most advantageous returns to the City.

b. No Unjustifiably Discriminatory Rates.

Each Lessee shall be subject to rates, fees, rentals and other charges (e.g., fuel flowage fees, hangar rentals, percentages of gross volume of business, etc.) as may be currently applicable to, or being received from others making the same or similar uses of the Airport, utilizing the same or similar facilities. Nevertheless, in respect to a contractual commitment from any Lessee, the City may charge different rates to similar users of the Airport if such rates are nondiscriminatory in purpose. Differences in values of properties involved, and the extent of use made of common use facilities may be factors to be considered. Seldom will each Airport user have properties of the same value nor will their use and impact upon common facilities be the same. If one Lessee is in what is considered a prime location, and another is in a less advantageous area, there could logically be a differential in the fees and charges, to reflect this advantage of location. This factor might also influence the rental value of the property. If one Lessee rents office and/or hangar space and another builds its own facilities, this would provide justification for different rental and fee structures; these two Lessees would not be considered essentially similar as to rates and charges even though they offer the same services to the public.

c. Rental Rate.

The City pursues its objectives towards financial self-sufficiency through establishing fair and equitable rental rates to the greatest extent possible.

Competition may determine applicable rates and charges. In situations where leases are awarded as the result of competition, said Leases shall be subject to the financial terms and conditions proposed therein. Leases obtained through this process may offer returns that are higher than those being received from existing leases at a given point in time.

The alternative in a rental process is to define a rental rate based on the current market value of the subject property and then negotiating within an adopted range of pricing, based on the relative merits and local benefits identified for the particular lease agreement.

d. Periodic Adjustment of Rates.

Providing for adjustments to rental rates and Airport user fees facilitates parity of rates and charges between new and long-standing Lessees and enables the Airport to remain as self-sustaining as possible under the circumstances existing at any given point in time.

Each lease shall be adjusted annually in accordance with the City's adopted escalation policy. On the first anniversary of the lease's commencement date, and each anniversary thereafter, the Base Rent shall be increased by the current City Adjustment Factor. This will determine the new "Base Rent" for the new year. The City "Adjustment Factor" shall be a percentage calculated as follows: Beginning January 1, 2025, and every year thereafter, the annual rent increase shall be determined by calculating the annual average of the San Francisco and Los Angeles California Consumer Price Indexes for all urban consumers as reported by the State of California, Department of Industrial Relations ("CPI"), as published for October of the prior year.

All leases with a term of five years or more shall contain provisions subjecting the rental rates to a periodic adjustment of rent based on a determination of Fair Market Value of comparable properties within the airport area, prior to and as a condition to any specified extension (Renewal). The periodic adjustment shall not increase the rental rate more than 8% on an annual basis or 20% over five years. Periodic adjustments will be based on current FAA guidance for evaluating land value at airports.

e. "Pioneer" Periods Disfavored.

In the case of a new general aviation Lessee, offering services not previously available to the public at this Airport, the City may choose to offer reduced rental rates or other inducements to obtain a Lessee, recognizing that it may well be a non-profit venture during its pioneering period. In such circumstances, the "incentive rate" shall be offered only during a specific "pioneer" period, and shall be defined to end on a specified date. Future Lessees coming on the Airport following the pioneer period will be expected to pay the comparable standard rates and charges based on then-current values, rates and charges, and the City shall not be obligated to offer subsequent Lessees a pioneer period. Nor shall it generally be appropriate to offer an established Lessee the benefit of an additional period of reduced rates or other financial inducements, beyond the Lessee's initial pioneer period.

f. Diligent Bookkeeping Required.

Income from a Lessee's Airport operations must be fully accounted for, and adequate records must be kept to evidence amounts due to the City for the various rentals, fees and charges applicable to the Lessee's operations at the Airport. The City shall be entitled to have access to such records upon request.

11. Construction of Leasehold Improvements

Through its leasing activities, the City seeks to promote consistent, attractive, and compatible high quality development and facilities at the Airport. In addition, it desires to encourage private sector investment in Airport facilities, develop and maintain aesthetic excellence, and high standards of environmental protection. Finally, it desires to create standards of development that maintain the character of the Airport and ensure all construction meets and exceeds all applicable safety standards and requirements.

Each Lease issued by the City shall include the specific development requirements for the construction of leasehold improvements on the Airport; however, following are general provisions and policies applicable to each Airport Lease:

- A. No leasehold improvements shall be designed, planned, constructed, reconstructed, or remodeled without the prior written approval of the City.
- B. Any structure or facility to be constructed or placed upon the Airport shall be constructed in a manner to conform to all safety and environmental regulations of the State of California and the City, and shall be in compliance with the City's current site development requirements, building codes, zoning regulations, and fire regulations as well as FAA design standards.
- C. Responsibility for obtaining appropriate approvals from government authorities and complying with their various regulations, policies and standards shall be that of the Lessee. Potential tenants should be advised that any work done at the Airport may require compliance with not only state but also federal prevailing wage requirements.
- D. Lessees shall obtain at their sole expense all permits required for their construction program and shall pay all taxes, permits, inspection fees, and licenses required for the construction and operation of their facilities and businesses.
- E. The design of any leasehold improvement is to be carried out under the direction of a registered architect or engineer. All design drawings are to be

prepared by a registered architect or engineer. Construction drawings are to be certified by their respective professional disciplines – architectural, structural, mechanical, electrical, and civil engineers.

- F. The City may provide infrastructure for the proposed leasehold improvements. Absent the availability of City funding of such improvements, each Lessee may be responsible for and incur the expenses for connection to all leasehold improvements and facility requirements including public roadways, aprons, taxiways, electrical power, communications, water, sewer and natural gas.

At the City's option, an agreement may be made whereby qualified infrastructure improvements to serve a specific lease site may be financed by the prospective tenant and then reimbursed by the City through a credit in monthly rents due to the City.

Infrastructure constructed to serve a specific lease site that also benefits neighboring lease sites, may be additionally financed by a Reimbursement Agreement, created and administered by the City and executed with the neighboring lease sites when they develop.

The final details of each reimbursement shall be determined through negotiation between the City and the prospective tenant at the time the lease agreement is developed. Lessees shall obtain the prior written approval from the City to modify, improve, add to or delete facilities from their leased area. If any structure is erected, placed, or altered upon in any other manner than in accordance with plans and specifications approved by the City, restriction is applicable to landscaping plans as well as architectural plans.

- G. Lessees shall suppress, at their own expense, and to the satisfaction of the FAA, all electromagnetic interference with radio guidance, safety devices or with any electric or electronic equipment or installations on or associated with the Airport.
- H. The City assumes no responsibility with regard to the ability of the Lessee to complete construction or otherwise meet the Terms and Conditions of its Lease nor does it assume any responsibility for an error, fault or omission in the plans and specifications that have been approved. The City reserves the right to serve notice that action must be taken to remedy any improper situations.

- I. Noise, dust, odors, storm water detention, water quality, and smoke generation are of particular concern in the design and operation of any facility on the Airport. Therefore, the design and construction of all facilities shall comply with all federal, state, and local environmental regulations applicable to the Airport.
- J. The City or its representative(s) shall have the right at reasonable times to visit sites and enter buildings that are completed or in the process of being built, changed, repaired, moved or demolished.

HANGER RENTAL AGREEMENT

This HANGAR RENTAL AGREEMENT ("Agreement") is entered into as of this ____ day of _____, 20____, by and between the City of Porterville ("City"), and _____ ("Tenant").

RECITALS

WHEREAS, the City owns and operates the Porterville Municipal Airport (the "Airport"); and

WHEREAS, the Tenant desires to rent a hangar at the Airport for the purpose of aircraft storage; and

WHEREAS, Tenant understands Airport is a federally funded and obligated airport and must comply with all FAA regulations; and

WHEREAS, Tenant has read and understands the rules and regulations that apply to the Airport; and

WHEREAS, the City is willing to lease the hangar to the Lessee subject to the terms and conditions set forth herein.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

1. NAME OF TENANT

Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Alt Phone: _____

Email: _____

2. NOTICE

The parties agree that this agreement and the rights, duties, and obligations of the parties hereunder shall be governed by and subject to the California Self-Service Storage Facility Act, Business and Professions Code Section 21700, Et Seq. The Tenant's property will be subject to a claim of lien and may thereafter be sold to satisfy the lien if the rent or other

charges due remain unpaid for fourteen (14) consecutive days, as provided for by the California Self-Service Storage Facility Act.

3. PURPOSE AND TERM

City hereby leases to Tenant, and Tenant hereby leases from City, hangar space _____ (the "Hangar"), situated at the Airport, for storage of Tenant's aircraft and associated aeronautical equipment and supplies, as identified in Exhibit "A" attached hereto. This hangar is identified as a _____ hangar. (As specified in Exhibit "A", this hangar space may consist of a boxed hangar, an open hangar, or a nested hangar.

This Agreement shall commence ("Commencement Date") on _____ and shall constitute a fixed term agreement for 60 Months (not less than six months or more than five years), terminating on _____, or month-to-month tenancy if this space is initialed _____. A month-to-month tenancy may be terminated by either party with thirty (30) days written notice.

The Hangar shall be used only for the storage of the aircraft of record identified in Exhibit "B" attached hereto and incorporated herein (the "Aircraft"), minor maintenance/repair of the Aircraft, and otherwise primarily for aeronautical uses as may be set forth in the last paragraph of this Section 3. No commercial or business activity of any kind whatsoever shall be conducted or allowed by Tenant in, from, or around the Hangar.

Any aircraft parked or stored on the Hangar for more than five (5) days, which need not be consecutive, in any twelve (12) month period shall be deemed Aircraft subject to this Agreement. Tenant shall have and maintain a Controlling Ownership Interest in at least one Aircraft, and Tenant or City-approved sub-lessee of Tenant shall have and maintain a Controlling Ownership Interest in any other Aircraft, as evidenced by FAA Aircraft Registration Certificates. "Controlling Ownership Interest", as used herein, shall mean legal ownership of more than fifty percent (50%); the right to otherwise control the leasing, sale, and management of the subject property; or, in the case of a leased Aircraft, the lessor or lessee of the Aircraft or the owner of a controlling ownership interest in the business entity that is the lessor or lessee of the Aircraft.

In the event additional or substitute Aircraft are to be stored in the Hangar, Tenant shall give prior written notice to City which notice shall include identification of the subject Aircraft, a copy of the FAA Aircraft Registration Certificate for the Aircraft, and copies of the insurance certificates required pursuant to Section 11 of this Agreement for the Aircraft. Exhibit "B" to this Agreement shall then be amended to reflect such additions or substitutions.

PRIOR TO OCCUPYING THE HANGAR, TENANT SHALL PROVIDE CITY COPIES OF CURRENT AIRCRAFT REGISTRATION and/or PROOF OF OWNERSHIP, DOCUMENTATION OF AIRWORTHINESS, CURRENT CERTIFICATE OF

INSURANCE, DECLARATION OF AIRCRAFT HOMEBASE, AND ANY OTHER AIRCRAFT DOCUMENTATION REQUESTED.

Tenant understands and agrees that should Tenant cease to use the Hangar for storage of all Aircraft set forth in Exhibit "B", this Agreement shall terminate regardless of any other provision herein. If at any time while Tenant is in possession of the Hangar, the Aircraft is/are not flyable, Tenant shall have a twelve (12) month grace period to document that the Aircraft is legally flyable for the class of aircraft as defined by the FAA.

If Tenant is working on an aircraft project or kit, Tenant must show progress on the project, and there is a two (2) year deadline for completion of the project; Tenant may request in writing a one (1) year extension.

Unless additional uses are listed below and each initialed by the City Airport Manager, the Hangar may not be used for any purpose other than for storage of the Aircraft, and minor maintenance/repair of the Aircraft.

4. BASE RENT AND CHARGES

On the Commencement Date, Tenant shall pay rent, in advance, on the first day of each month, at the City of Porterville finance office. Base rent shall be in the amount of _____ (\$ _____) per month ("Base Rent"), calculated at _____ (\$ _____) x _____ (_____) square feet as further set forth in Exhibit "C" attached hereto. The Base Rent amount is subject to an annual cost of living adjustment as explained in Section 4.b. below. Lessee acknowledges that the hangar is to be used exclusively for aircraft storage and related aeronautical activities.

- a. LATE FEE; FEES FOR DENIED PAYMENT.** Tenant is responsible for timely payment of monthly rent and all additional charges, without notice or demand and without deduction, diminution, abatement, counter claim or setoff of any amount for any reason whatsoever, to City.

In the event any payment is not received by City by noon on the fifteenth (15th) day after it is due, Tenant shall, without notice, pay late charges in the amount of Twenty-Five Dollars (\$25.00) each month that the payment remains unpaid. If payment remitted by check or other negotiable instrument is presented for payment to the appropriate institution and denied for insufficient funds, such payment shall be subject to a reprocessing fee in the amount of Twenty-Five Dollars (\$25.00).

- b. **Annual Base Rent Increase.** On the first anniversary of the Commencement Date, and each anniversary thereafter, the Base Rent shall be increased by the current City Adjustment Factor. This will determine the new "Base Rent" for the new year. The City "Adjustment Factor" shall be a percentage calculated as follows: Beginning January 1, 2025, and every three (3) year period thereafter, the annual rent increase shall be determined by calculating the average annual California Consumer Price Index for all areas and all consumers as reported by the State of California, Department of Industrial Relations ("CPI"), for the preceding three (3) years, with the resulting adjusted CPI applied for that year and the two (2) years that follow. However, the Adjustment Factor shall not be less than one percent (1%) nor more than six percent (6%). The rental amount rate schedule for this Agreement through December 31 of the year preceding the next Adjustment Factor calculation date is set forth in Exhibit "C" attached hereto and incorporated herein.

5. RIGHT OF FLIGHT

There is hereby reserved to City, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the Airport. This public right of flight shall include the right to cause within the said airspace any noise inherent in the operation of any aircraft used for navigation or flight through the said airspace or landing at, taking off from, or operating on the Airport.

6. UTILITIES

There are three options regarding payment for utilities. The paragraph below with an "x" applies to the Hangar covered by this Agreement.

- a. ____ City will pay the electricity charges associated with the Hangar and Tenant will receive a prorated monthly surcharge for the Hangar. The surcharge is calculated based on an average electricity charge paid by City over a twelve (12) month period. The current monthly electricity surcharge for the Hangar is \$ _____. This surcharge will be adjusted each July 1st to reflect the electricity charges paid by City for hangars in the previous 12-month period. City shall have the right to adjust (increase or decrease) the surcharge to be paid hereunder upon giving Tenant no less than thirty (30) days' prior written notice of such electricity charge adjustment.
- b. ____ The Hangar has an individual electric meter. Tenant is responsible for setting up an account and promptly paying all charges for electricity directly to the utility provider.
- c. ____ The Hangar does not have utility service.

7. TERMINATION AND EXPIRATION

Upon termination or expiration of this Agreement, the Hangar will be inspected and Tenant shall be liable for any and all damage to the Hangar caused by Tenant's use, including, but not limited to, damage to the apron immediately adjacent to the Hangar premises due to fuel or oil spillage, or contamination from hazardous materials.

In the event Tenant does not remove Tenant's property, including the Aircraft, from the Hangar within fourteen (14) days of the termination or expiration of this Lease, the Tenant's property will be subject to a claim of lien and may be sold to satisfy any lien if the rent or other charges due remain unpaid, as authorized by the California Self-Service Storage Facility Act.

8. COMPLIANCE WITH LAWS AND REGULATIONS

In utilizing the Hangar during the term of this Agreement, Tenant agrees to comply with the following:

- a. Porterville Airport Lease Policy
- b. Porterville City Code, Chapter 4 – Airports
- c. FAA Assurances – Airport Sponsors
- d. All applicable ordinances, rules and regulations established by any federal, state or local government agency exercising jurisdiction over the Hangar, as the same may be amended from time to time.
- e. Any incidental non-aeronautical use of the Hangar shall not interfere with the primary aeronautical uses of the Hangar.
- f. All security measures that may be imposed from time to time by City or any other applicable governmental agency. If gate codes are used, Tenant shall not be authorized to distribute gate codes to any persons. If Tenant provides any gate code to unauthorized individuals, it shall be considered a material breach of this Rental Agreement.
- g. Tenant agrees that City is not responsible for the security of the Aircraft or any property located on the Hangar. It is expressly understood that no storage of airplanes, boats, cars, trucks, trailers or mobile homes is permitted outside of the Hangar or anywhere on City's property except designated parking areas for such vehicles or aircraft.

9. SAFE USE OF HANGER; DAMAGE TO PREMISES

Tenant agrees to make no unlawful, offensive or noxious use of the Hangar. In addition, no explosives, firearms, volatile or flammable chemicals or other property which would materially increase the hazard of fires shall be stored at the Hangar; provided, however, that up to 20 gallons of aircraft fuel may be stored within the Hangar on a temporary basis

in connection with self-service maintenance activities. No aircraft shall be refueled while said aircraft is within the Hangar or otherwise on the Hangar premises. Any refueling shall occur outside and away from the Hangar and fuels shall not be stored at the Hangar, other than as provided above and in the fuel tanks internal to the stored Aircraft. If any Aircraft requires a special grade/type of fuel not provided by City and/or the Fixed Based Operator ("FBO"), if any, all rules and regulations governing the private, non-commercial self-fueling of aircraft shall be followed.

Lessee shall control the conduct and demeanor of its invitees, agents, and sub-lessees, and their invitees and agents, in and around the Premises and shall take all steps necessary to remove persons whom City may for good and sufficient cause deem objectionable. Lessee shall be responsible for all damage to the Premises caused by the acts, omissions, negligence, or willful misconduct of Lessee, Lessee's invitees and sub-lessees, and their invitees, not to exclude repair of apron in front of the Hangar due to fuel spillage. In the event Lessee does not promptly repair any damage to the Premises or property for which Lessee is responsible, City reserves the right, in addition to any other rights or remedies available to City, to make such repairs, at Lessee's expense, the cost of which shall become due and payable within ten (10) days of billing from City.

10. AS-IS; MAINTENANCE OF HANGAR; COMPLIANCE WITH RULES; CONDITION ON RETURN

Tenant takes the Hangar as-is and shall return it to City in the same or better condition and without abandoned personal property remaining in the Hangar. Tenant agrees to maintain the Hangar in a clean and orderly condition at all times, and in accordance with California Department of Industrial Safety and Fire Codes which may apply to aircraft hangar storage and other applicable federal, state and local laws and ordinances. Tenant shall be responsible for clean-up and maintenance due to fuel or oil spills. Tenant shall become familiar with and shall at all times abide by all of City's rules and regulations relating to use of the Hangar and the use of any of City's other facilities, whether promulgated before or after the execution of this Agreement, and in particular Tenant shall abide by the following regulations (please initial next to each line):

- a. ____ Taxiing in and out of Hangar is strictly prohibited;
- b. ____ Aircraft must be out of Hangar for fueling;
- c. ____ All power tools used by Tenant shall be grounded;
- d. ____ There shall be no priming or painting in Hangars except for touching up minor chips;

- e. ____ Paints, solvents, thinners, and other flammable liquids or materials will be used only when the Hangar door is completely open to provide ventilation;
- f. ____ Combustible materials must be stored in National Fire Protection Association-approved containers and closed
- g. ____ There shall be no open flames or welding in the Hangar at any time;
- h. ____ There shall be no smoking in the Hangar at any time;
- i. ____ The Hangar shall be organized so that an Aircraft of record can be moved into the Hangar at all times; and
- j. ____ Tenant shall not permit any accumulation of oily rags, paper, rubbish, or other debris, nor overload electrical circuits, that could increase the risk for fire.

11. ALTERATIONS

Tenant shall not alter any existing fixtures or improvements or alter the Hangar walls, floor, ceiling or electrical system in any manner; nor shall Tenant hang anything from ceiling, walls, beams, doors, or fixtures in Hangar; nor shall Tenant add fixtures or improvements or in any other way modify the Hangar without the express and prior written approval of the City. Any and all such work approved by City shall be conducted at Tenant's sole cost and expense. All fixtures, improvements, and additions made in or upon the Hangar, whether by City or by Tenant, shall become City's property and shall remain in or upon the Hangar at the expiration or termination of this Agreement, however terminated, without any compensation being paid by City to Tenant.

12. INSURANCE

- a. **INSURANCE COVERAGES.** Tenant shall obtain and maintain at all times during the term of this Lease, from one or more financially solvent insurance carriers authorized to conduct business in the State of California, general liability insurance, inclusive of aircraft liability and premises liability, with a single limit for bodily injury and property damage of **\$1,000,000.00** per occurrence with the exception of per aircraft passenger sub-limits of **\$100,000.00**, insuring Tenant's liability against death and bodily injury to persons, including invitees and passengers, and damage to property.
- b. **CERTIFICATE OF INSURANCE.** With regard to the applicable insurance referenced herein, City shall be furnished duly executed certificates of all required insurance, together with satisfactory evidence of the payment of the premiums therefore, prior to the Commencement Date and, upon renewals of such policies,

no less than thirty (30) days prior to the expiration of the term of such coverage. In addition, except with respect to motor vehicle insurance (referenced below), City shall be named as an additional insured. The insurance policies of Tenant upon which City is required to be named an additional insured shall further provide at least thirty (30) days advance written notice to City and Tenant of any material change, cancellation, non-renewal or changes adverse to the interest of City or Tenant. It is expressly understood by Tenant that the receipt of any required insurance certificates by City hereunder does not constitute agreement that the insurance requirements of this Agreement have been fully met or that the insurance policies indicated on the certificate are in compliance with all requirements of this Agreement. Further, the failure of City to obtain certificates or other evidence of insurance from Tenant shall not be deemed a waiver by City. Nonconforming insurance shall not relieve Tenant of its obligation to provide the insurance specified herein.

It is Tenant's responsibility to provide the certificates of insurance with additional insured endorsement on or before the expiration date of Tenant's existing insurance policy. A processing fee of Twenty-Five Dollars (\$25.00) will be charged if the certificate of insurance is not received by City on or before the renewal date.

- c. **MOTOR VEHICLE LIABILITY.** Automobile insurance of not less than \$100,000.00 bodily injury limits per person, \$300,000.00 bodily injury limits per occurrence, and \$50,000.00 for damage to the property of other people, is required in the event motor vehicles are used by Tenant on City premises.
- d. **WAIVER OF SUBROGATION.** All policies shall expressly waive the underwriter's and insurance carrier's right of subrogation against City and/or its insurance carriers.
- e. **PRIMARY INSURANCE.** Tenant's insurance policies shall respond on a primary basis, with any insurance carried by City to be construed as secondary or excess insurance.
- f. **TENANT'S LIABILITY NOT LIMITED.** NOTWITHSTANDING THE PROVISIONS OF THE PRECEDING SECTIONS, FOR PURPOSES OF THIS AGREEMENT, TENANT ACKNOWLEDGES THAT ITS POTENTIAL LIABILITY IS NOT LIMITED TO THE AMOUNT OF LIABILITY INSURANCE COVERAGE IT MAINTAINS OR TO THE LIMITS REQUIRED HEREIN.

13. ASSIGNMENT

Tenant shall not assign this Agreement, or sublet or otherwise permit occupancy or use of the Hangar, without prior written consent from City. Use of the Hangar by an aircraft not properly listed as an Aircraft of record, as identified in Section 2, shall be considered default, subjecting Tenant to the termination process as set forth in Section 19.

14. LIABILITIES, INDEMNITIES, AND FORCE MAJURE

Tenant shall defend, indemnify and hold harmless City (inclusive of its subsidiaries, affiliates, as now or hereafter constituted) and its officers, directors, agents, employees, and contractors, from and against any and all cost, liability, fine, penalty, damage or injury, including cost of suit and expenses of legal services, claimed or recovered by any person or entity, arising out of or relating to use of the Hangar, or any activity, work, or other things done, permitted or suffered by Tenant in, on, or about the Hangar by Tenant, its invitees, agents, or sub-Tenants, or their invitees or agents, or any breach or default by Tenant in the performance of any obligation of Tenant set forth in this Agreement ("Contract Damages"), except in the event that such damages arise from City's sole negligence or willful misconduct.

Further, Tenant shall indemnify City and pay any taxes or penalties imposed by any proper governing authority based upon Tenant's failure to comply or violation of any local, state or federal rule resulting from the improper utilization of the Hangar. Any such sum shall be paid within ten (10) days of written demand by City.

Neither party shall be liable for its failure to perform this Agreement or for any loss, injury, damage or delay of any nature whatsoever resulting from or caused by an act of God, wildfire, flood, strike, labor dispute, riot, insurrection, war, law, regulation, or any other cause beyond such party's control.

15. RISK OF LOSS

Tenant bears all risk of loss or damage to any property stored within the Hangar, whether caused by fire, water, earthquake, theft, terrorism, or any other risk. City shall not provide insurance for the Hangar or any property stored therein. Tenant acknowledges that insurance is available from independent insurance companies to protect Tenant in the event of damage or loss.

16. ENVIROMENTAL RESPONSIBILITIES OF TENANT

- a. **ENVIRONMENTAL REMOVAL AND DISPOSAL.** Tenant shall be responsible for the proper removal and disposal of all Hazardous Materials and Toxic Substances, as defined herein, generated by Tenant as a result of Tenant's

activities in, on and from the Hangar or the Airport, whether during the term or following expiration or termination of this Agreement. Tenant shall ensure that removal of such materials and substances from the Hangar and the Airport is accomplished in accordance with Airport, local, state and federal guidelines. Additionally, environmental contamination caused or permitted by Tenant, which impacts the Hangar or the Airport as a result of Tenant's improper handling, disposal, release or leakage of any Hazardous Materials and Toxic Substances while utilizing the Hangar or Airport shall be the sole responsibility of Tenant. For purposes of this section, "Hazardous Materials and Toxic Substances" shall mean any hazardous or toxic substances, materials, wastes, pollutants or contaminants, as defined, listed or regulated now or in the future by any federal, state or local law, rule, regulation, ordinance, statute or order or by common law decision, including, without limitation, petroleum products or byproducts.

- b. **ENVIRONMENTAL INDEMNIFICATION.** Tenant shall indemnify, defend and hold harmless City (inclusive of its subsidiaries, affiliates, as now or hereafter constituted) and its officers, directors, agents, employees, and contractors, from and against any and all claims (including, without limitation, third party claims from bodily injury or real or personal property damage), actions, administrative proceedings (including information proceedings), judgments, damages, punitive damages, penalties, fines, taxes and assessments, liabilities (including sums paid in settlement of claims), interest, impairments, losses, fees and expenses (including attorney's fees and expenses incurred in enforcing this provision or collecting any sums due hereunder), consultant and expert fees, together with all other costs and expenses of any kind or nature, including any and all expenses of cleaning up or disposing of any such Hazardous Materials and Toxic Substances arising from or caused by Tenant's use of the Hangar or the Airport or Tenant's failure to perform the covenants of this section ("Environmental Damages"). Tenant shall have no responsibility for any Environmental Damages which preceded the Commencement Date of this Agreement. The obligations, covenants and agreements of Tenant contained in this

17. ENTRY TO HANGAR; CITY REPAIRS

Tenant consents to City's entry into the Hangar, without notice to Tenant, in the case of an emergency which, in City's reasonable determination, poses an imminent health or safety threat to any person or property. Under all circumstances, including inspection to ensure compliance with the terms and provisions of this Agreement, Tenant further consents to City's entry into the Hangar with twenty four (24) hours advance notice by email, or, in the event email notification is unavailable, by mail or by telephone (provided that City actually speaks to Tenant or its authorized representative), as provided in Section 24 herein. City shall further endeavor to schedule such entry into the Hangar for a time when Tenant is available to be present.

18. SUBORDINATION

This Lease is subject and subordinate to the following:

- a. City reserves the right to develop and improve the Airport as it sees fit, regardless of the desires or views of Tenant, and without interference or hindrance by or on behalf of Tenant, provided Tenant is not deprived of the use or access to the Hangar or any of Tenant's rights under this Lease. Notwithstanding the preceding term, City has the absolute right, at its complete discretion, to terminate this Agreement with thirty (30) days' notice if the City determines that such termination is necessary to carryout development plans.
- b. City reserves the right to take any action it considers necessary to protect the aerial approaches to the Airport against obstruction, together with the right to prevent Tenant from erecting or permitting to be erected any building or other structure on the Airport which would limit the usefulness of the Airport or constitute a hazard to aircraft.
- c. City reserves the right, but shall not be obligated to Tenant, to maintain and keep in repair the landing area of the Airport and all publicly owned facilities of the Airport, together with the right to direct and control all activities of Tenant in this regard.
- d. This Agreement is and shall be subordinate to the provisions of existing and future agreements and assurances between City and the United States, the Federal Aviation Administration, or the State of California relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the obtaining or expenditure of federal funds, state funds, services, or property for the benefit of the Airport.
- e. During national emergency, City shall have the right to lease all or any part of the landing area or the Airport to the United States or the State of California for military use, and if any such lease is executed, the provisions of this Agreement insofar as they may be inconsistent with the provisions of such lease to the government, shall be suspended, but such suspension shall not extend the term of this Agreement. Abatement of rentals shall be reasonably determined by the City in proportion to the degree of interference with Tenant's use of the Hangar.
- f. Except to the extent required for the performance of any obligations of Tenant hereunder, nothing contained in this Agreement shall grant to Tenant any rights whatsoever in the airspace above the Hangar other than those reasonably necessary to Tenant's enjoyment of the Hangar and which are consistent with Federal Aviation Administration rules, regulations and orders currently or subsequently effective.

- g. Tenant understands and accepts City's delegation of the prohibition against exclusive rights in accordance with the obligation set forth in the Federal Aviation Act of 1958, Section 308(a), which states "there shall be no exclusive right for the use of any landing area or air navigation facility upon which federal funds have been expended" and as set forth in 49 United States Codes Section 40107(a)(4) and U.S.C. Section 40103(e). Tenant may not exercise any of its rights or privileges under this Agreement in any manner which results in and subjects the public Airport users or tenants to unjust discrimination.
- h. Tenant for himself/herself/itself, and it's or their personal representatives, administrators, successors in interest, and assignees, as part of the consideration hereof, does hereby covenant and agree that: (a) no person on the grounds of race, color or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of Airport facilities, in the construction of any improvements on, over, or under Airport land, or in the furnishing of services thereon; and (b) use the Hangar shall be in compliance with all other requirements imposed by or pursuant to Title 49 Code of Federal Regulations Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation and as outlined in FAA AC 150/5100-15A Civil Rights Requirements for the Airport Improvement Program and as said regulations may be amended.
- i. Tenant acknowledges that City is subject to Federal Grant Agreement obligations, attached hereto and made a part hereof, and Tenant shall act in compliance therewith.

19. DISCLAIMER OF LIABILITY

CITY HEREBY DISCLAIMS, AND TENANT HEREBY RELEASES CITY FROM, ANY AND ALL LIABILITY WHETHER IN CONTRACT OR TORT (EXCEPT AS PROVIDED HEREIN) FOR ANY LOSS, DAMAGE OR INJURY OF ANY NATURE WHATSOEVER SUSTAINED BY TENANT, OR ITS EMPLOYEES, AGENTS OR INVITEES, DURING THE TERM OF THIS LEASE, INCLUDING BUT NOT LIMITED TO LOSS, DAMAGE OR INJURY TO THE AIRCRAFT OR OTHER PROPERTY OF TENANT THAT MAY BE LOCATED OR STORED ON OR IN THE HANGAR , UNLESS SUCH LOSS, DAMAGE OR INJURY IS CAUSED BY CITY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. THE PARTIES HEREBY AGREE THAT UNDER NO CIRCUMSTANCES SHALL CITY BE LIABLE FOR INDIRECT, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES, WHETHER IN CONTRACT OR TORT.

20. DEFAULT

Tenant shall be considered in breach and default of this Agreement in the event and of the following occur (each is separately a “Default”)

- a. Tenant defaults in its obligation to pay rent and such default continues for fifteen (15) days after written notice from the City;
- b. Tenant defaults in the performance of any other obligation or violates any other term or provision herein and such default or violation continues for twenty-one (21) days or is repeated, after written notice thereof from City;
- c. Tenant is a corporation, limited liability company, or other business entity and ceases to lawfully exist under the laws of the State of California or the state of its organization; or
- d. A petition is filed by or against Tenant under any state or federal bankruptcy laws (including petition for reorganization)

In the event that Tenant is in Default of this Agreement, then City may, at its option, terminate this Agreement upon written notice to Tenant, in which event the provisions of Section 6 (pertaining to termination and expiration) herein shall apply.

21. GOVERNING LAW

This Agreement shall be construed in accordance with the laws of the State of California. This lease is entered into and is for property located in Tulare County. Venue shall be in the appropriate court in and for Tulare County.

22. RELATIONSHIP TO PARTIES

The relationship between City and Tenant shall always and only be that of landlord and tenant. Tenant shall never at any time during the term of this Agreement become the agent of City, and City shall not be responsible for the acts or omissions of Tenant, its employees or agents.

23. REMEDIES CUMULATIVE

The rights and remedies with respect to any of the terms and conditions of this Agreement shall be cumulative and not exclusive, and shall be in addition to all other rights and remedies available to either party in law or equity.

24. NOTICES

Except as provided in Section 16 (pertaining to entry into the hangar), all notices to be given hereunder shall be in writing and shall be sent by certified mail postage prepaid, addressed as follows:

NOTICE TO CITY:

City of Porterville
Transportation Department
Airport Division
291 N. Main St.
Porterville, CA 93257

NOTICE TO TENANT:

Name: _____
Address: _____

Phone: _____
Email: _____

Tenant is specifically required to provide below the name and address of another person to whom Preliminary Lien Notices and subsequent notices pursuant to the California Self-Storage Facility Act may be sent:

Name: _____ Phone: _____

Mailing Address: _____

Email: _____

Any notices permitted or required to be given by the terms of this Agreement shall be effective three (3) business days after mailing, or the next business day after emailing.

25. INTEGRATION

This Agreement constitutes the entire agreement between the parties relating to the subject matter hereof, and supersedes all prior or contemporaneous agreements or understandings, whether oral or written, between the parties. Any change or modification hereof must be in writing signed by both parties.

26. WAIVER

The waiver by either party of any covenant or condition of this Agreement shall not thereafter preclude such party from demanding performance in accordance with the terms thereof. No failure of City to insist upon the strict performance of any term, covenant, agreement, provision, condition or limitation of this Agreement or to exercise any right or remedy consequent upon a breach thereof, and no acceptance by City of full or partial rent during the continuance of any such breach or application of the security deposit in light of

any breach, shall constitute a waiver of any such breach or of any such term, covenant, agreement, provision, condition, limitation, right or remedy. No term, covenant, agreement, provision, condition or limitation of this Lease to be kept, observed or performed by City or by Tenant, and no breach thereof, shall be waived, altered or modified except by a written instrument executed by City or by Tenant, as the case may be. No waiver of any breach shall affect or alter this Agreement, but each and every term, covenant, agreement, provision, condition and limitation of this Agreement shall continue in full force and effect with respect to any other then existing or subsequent breach thereof.

27. SUCCESSORS

This Agreement shall be binding upon and shall inure to the benefit of the heirs, legal representatives, successors and assigns of the parties hereto.

28. SEVERABILITY

If a provision hereof shall be finally declared void or illegal by any court or administrative agency having jurisdiction over the parties and subject matter of this Agreement, the entire Agreement shall not be void, but the remaining provisions shall continue in effect as nearly as possible in accordance with the original intent of the parties.

29. TIME IS OF THE ESSENCE

Time is of the essence in the performance of all of Tenant's obligations under this Agreement.

30. TAXES, ASSESSMENTS AND FEES

1. Tenant shall pay, without abatement, deduction or offset all real and personal property taxes related to its possessory interest, including general and special assessments, and other charges of every description levied on or assessed against the Leased Premises, improvements located on the Leased Premises, personal property located on or in the land or improvements, the leasehold estate, or any subleasehold estate, to the full extent of installments falling due during the term, whether belonging to or chargeable against City or Tenant. Tenant shall make all such payments directly to the charging authority at least fifteen (15) days before delinquency and before any fine, interest or penalty shall become due or be imposed by operation of law for nonpayment. If, however, the law permits the payment of any or all of the above items in installments (whether or not interest accrues on the unpaid balance), Tenant may, at Tenant's election, utilize the permitted installment method, but shall pay each installment with any interest before delinquency. Tenant shall pay any charge or levy only upon the rent payable by the Tenant under the Lease to City, and any tax in lieu of property tax, but shall not be required to pay

any franchise, state inheritance, succession, capital levy or transfer tax of the City, or any income, excess profits or revenue tax, or any other tax, assessments or charge attributable to City. In addition, City shall be solely responsible for any income taxes assessed against City arising out of its operation of the Airport or related to the rents received from Tenant.

2. If at any time during the term of the Lease any tax, however described, is levied or assessed against City as a substitute, in whole or in part, for any real property taxes, or in addition to such real property taxes, Tenant shall pay before delinquency the substitute of additional tax or excise. Such substitutes include, but are not limited to, any possessory interest tax imposed on Tenant by California Revenue and Taxation Code Sections 103 and 107.

3. Lessee recognizes and understands that this Lease may create a possessory interest subject to property taxes pursuant to Revenue and Taxation Code Section 107.6 and that, if a possessory interest is created, Lessee shall, in accordance with this Section 5, be responsible for payment of property taxes levied against such possessory interest. Any documentary transfer tax assessed upon creation of a leasehold interest in the Premises under this lease shall be paid by Lessee. Lessee hereby expressly acknowledges that City has given Lessee notice that Lessee's possessory interest in the demised premises may be taxed.

Lessee's initials

31. CITY'S PROPRIETARY CAPACITY

Tenant acknowledges that City is entering into this Lease in its proprietary capacity and not in its regulatory or governmental capacity. Nothing in this Lease shall be construed as restraining, impairing, or restricting the City in its regulatory or governmental capacity, or granting any rights upon Tenant with respect to the use, occupancy, development, or operation of the Premises in a manner inconsistent with any laws or applicable requirements.

32. APPROVAL OF ANY FUTURE DEVELOPMENT

Nothing in this Lease is intended to commit the Tenant to completing a particular project or to commit City to granting any approval for such proposed use. The City's approval of this Lease does not constitute approval by the City of any proposed development on the Premises or of other activity on the Premises that would have a direct or reasonably foreseeable indirect environmental impact pursuant to the California Environmental Quality Act ("CEQA"). Nothing in this Lease, nor any action by Tenant with reference to this Lease or any related

documents shall be deemed to constitute issuance or waiver of any required City approval regarding the Premises, or waiver or exercise of any legislative discretion of the City regarding any application, approval or other matter relating to Tenant's intended use of the Premises.

33. NET LEASE

This lease shall be a triple net Lease and Base Rent shall be paid to City absolutely net of all costs and expenses, except as specifically provided to the contrary in this Lease. It is understood that City will receive the rent set forth in this Lease free and clear of any and all other impositions, taxes, liens, charges, or expenses of any nature whatsoever in connection with the ownership and operation of the Premises. In addition to the rent required by this Lease, and to the other amounts payable by Tenant pursuant to this Lease, Tenant shall pay to the parties respectively entitled thereto all other impositions, operating charges, maintenance charges, construction costs and any other charges, costs, and expenses which arise or may be contemplated under any provision of this Lease during the term hereof. All of such charges, costs and expenses shall constitute additional rent, and upon the failure of Tenant to pay any of such costs, charges or expenses, City shall have the same rights and remedies as otherwise provided in this Lease for the failure of Tenant to pay rent. It is the intention of the parties hereto that this Lease shall not be terminable for any reason by Lessee, and that Tenant shall in no event be entitled to any abatement or reduction in rent payable under this Lease, except as herein expressly provided. Any present or future law to the contrary shall not alter this Lease.

34. TENANT

By signing this document, I agree to abide by the terms and conditions of this Agreement, and rules and regulations of the City of Porterville; and certify under penalty of perjury that I have a "Controlling Ownership Interest" in at least one of the Aircraft listed on Exhibit "B" (Aircraft of Record Registration and Documentation Checklist).

SIGNATURE PAGE FOLLOWS ON NEXT PAGE

Executed in Porterville, California, on the date and year first above written.

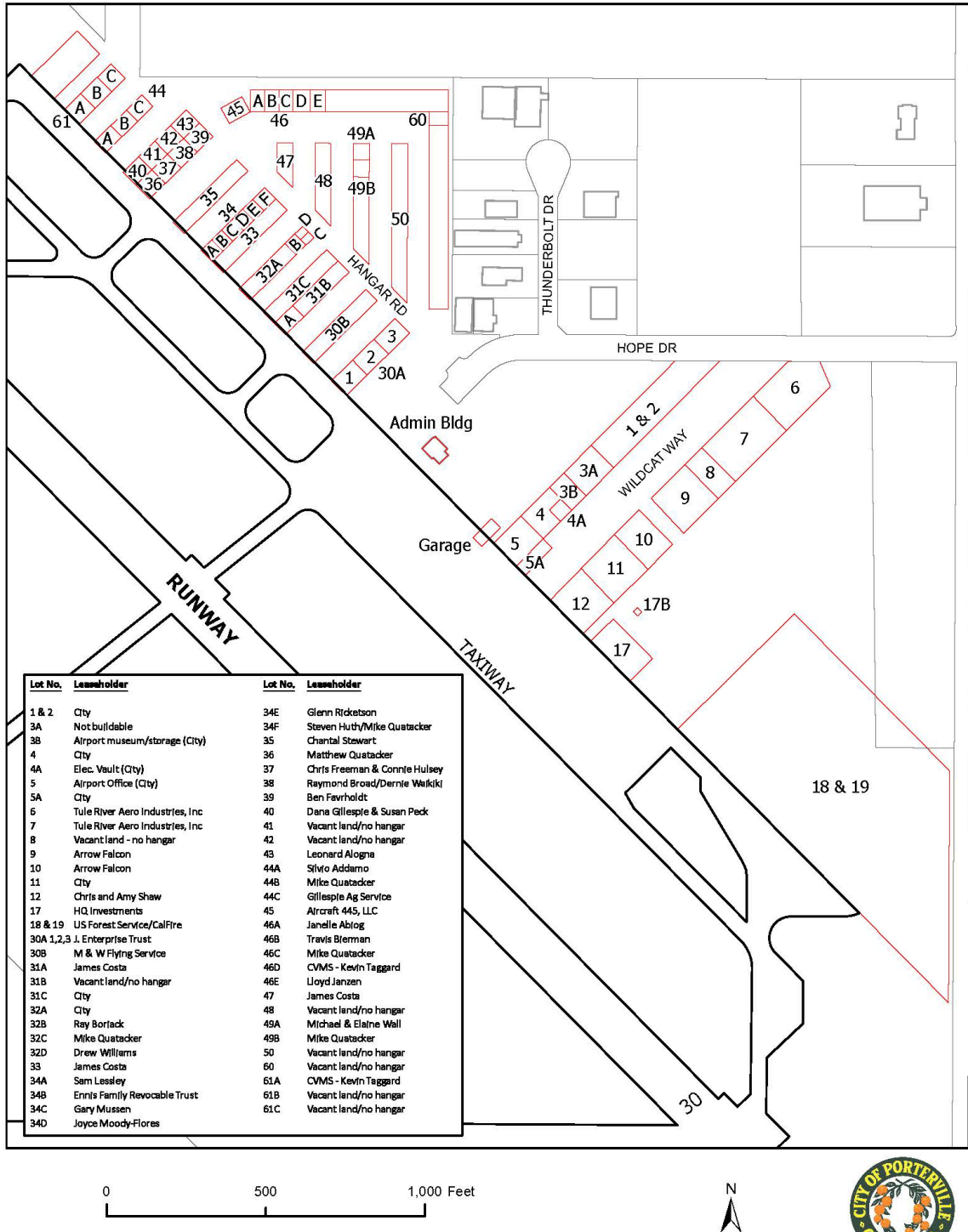
LESSEE

LESSOR: CITY OF PORTERVILLE

By: _____
(Name of Lessee)

By: _____
Richard Tree
Transportation Director
City of Porterville

Exhibit A - Airport Lease Map



Lot No.	Leaseholder	Lot No.	Leaseholder
1 & 2	City	34E	Glenn Rickerson
3A	Not buildable	34F	Steven Huth/Mike Quatacker
3B	Airport museum/storage (City)	35	Chantal Stewart
4	City	36	Matthew Quatacker
4A	Elec. Vault (City)	37	Chris Freeman & Connie Hulsey
5	Airport Office (City)	38	Raymond Broad/Demie Weikiki
5A	City	39	Ben Fehrholdt
6	Tule River Aero Industries, Inc	40	Dana Gillespie & Susan Peck
7	Tule River Aero Industries, Inc	41	Vacant land/no hangar
8	Vacant land - no hangar	42	Vacant land/no hangar
9	Arrow Falcon	43	Leonard Alogna
10	Arrow Falcon	44A	Silvio Addamo
11	City	44B	Mike Quatacker
12	Chris and Amy Shaw	44C	Gillespie Ag Service
17	HQ Investments	45	Aircraft 445, LLC
18 & 19	US Forest Service/CalFire	46A	Janelle Ablog
30A 1,2,3	J. Enterprise Trust	46B	Travis Bierman
30B	M & W Flying Service	46C	Mike Quatacker
31A	James Costa	46D	CVMS - Kevin Taggard
31B	Vacant land/no hangar	46E	Lloyd Janzen
31C	City	47	James Costa
32A	City	48	Vacant land/no hangar
32B	Ray Borlack	49A	Michael & Elaine Wall
32C	Mike Quatacker	49B	Mike Quatacker
32D	Drew Williams	50	Vacant land/no hangar
33	James Costa	60	Vacant land/no hangar
34A	Sam Lessley	61A	CVMS - Kevin Taggard
34B	Ennis Family Revocable Trust	61B	Vacant land/no hangar
34C	Gary Mussen	61C	Vacant land/no hangar
34D	Joyce Moody-Flores		

Date Printed: 5/6/2019 by the Community Development Department

Exhibit B – Aircraft of Record Checklist

The purpose of this form is to document aircraft of record that are authorized to park in the Lessee's hangar, consistent with criteria outlined in Section 2 - Premises of the lease, and to provide the Lessee and staff a documentation checklist.

Tenant Info	Name:		
	Physical Address:		
	Mailing Address: (if different than billing)		
	Phone:	Home:	Cell:
	Email:		

Complete the below for all aircraft of record; make additional copies if necessary. If you do not have an aircraft when you are offered a lease, state "NONE" in N Number; you have 12 months to acquire a suitable aircraft of record. You must provide an insurance certificate even without an aircraft.

Aircraft Info	Aircraft of Record – Primary	Aircraft of Record - Alternate
Is this aircraft a project? (no airworthiness certificate), if so, note estimated completion date		
N Number		
Make		
Model		
FAA Registration, (or bill of sale and FAA registration application) List name(s) of owner Must submit with lease		
Proof of Ownership Interest (if FAA Reg not in your name, describe and submit, e.g., LLC, lease documents stating interest)		
Certificate of Insurance naming City additionally insured (annual requirement) Must submit with lease		
Airworthiness Certificate (FAA Form 8100-2, 8130-7, or older version) Must submit with lease, unless project		
Copy of annual inspection sign-off or affidavit of flyability (annual requirement- affidavit shall include perjury wording at bottom of this form) Must submit with lease		
Aircraft is homebased at:		
In County / State of:		

"I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct."

Signature: _____

Date: _____



AIRPORT LEASING POLICY

Porterville Municipal Airport

ADOPTED FEBRUARY 18, 2025

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City of Porterville Leasing Policy for the Porterville Municipal Airport

Adopted February 18, 2025

1. Introduction

a. Purpose

Airport Operated for Benefit of the Public. Through its Leases, and by other means, the City will ensure that the Airport is operated for the use and benefit of the public and is made available to all types, kinds and classes of aeronautical activities.

As an Airport Sponsor and recipient of Federal Aviation Administration (FAA) Airport Improvement Program (AIP) grants, the City of Porterville (hereinafter, "City") is obligated to operate the Porterville Municipal Airport (PTV) for the use and benefit of the public and to make it available to all types, kinds, and classes of aeronautical activities on fair and reasonable terms and conditions without unjust discrimination.

Further, the City leases property at the Airport for certain non-aeronautic uses to provide revenue support to the airport. Per 49 USC 47107(b) and 47133(a), revenues generated by a public airport are required to be expended for the capital or operating costs of – (A) the airport, (B) the local airport system, (C) other local facilities owned or operated by the airport owner or operator and directly and substantially related to the air transportation of passengers or property. Given these obligations, the City hereby establishes this policy to set forth a standardized system and process for leasing property at the Airport.

In furtherance of this objective, the City leases airport property based on the following principles:

- Promotion of aeronautic and aeronautic-compatible enterprise fund activities for the benefit of the Porterville community.
- Preservation of the City's investment in the Airport.
- Facilitation of orderly management of the Airport.
- Ensuring consistent quality of facilities at the Airport.

- Providing equitable and uniform treatment of all Lessees.
- Ensuring compliance with applicable laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application and acceptance of Federal Funds.
- Enabling conformity with the FAA approved Airport Layout Plan and Exhibit 'A', Airport Property Map.
- Making the Airport available for public use on reasonable terms without unjust discrimination.
- Maintaining a fee and rental structure with the goal of financial self-sufficiency for the Airport.

Persons seeking to provide a Commercial Aeronautical Activity at the Airport shall also be obligated to adhere to the requirements set forth in the Airport Minimum Standards, Airport Rules & Regulations, and current FAA Guidelines and Regulations.

In accordance with FAA Leasing Guidelines, Grant Assurances and general FAA policy statements, ownership of all lease site development and improvements shall revert to the Airport at no cost to the Airport at the conclusion of the lease. Lease length shall be established in order to allow tenants to recuperate their initial investment, long term leases beyond the life of the asset will not be entertained.

At the conclusion of the lease term, a new lease agreement may be entered into with the site occupants in accordance with the then-existing Airport Leasing Policy and then-existing Airport Layout Plan. The premises are considered to be owned by the Airport and the lease terms will reflect that condition accordingly. The rental rates charged and the lease term allowed will be based on airport ownership of the premises.

2. Definitions

For the purpose of this policy, the following definitions shall apply:

- **Aeronautical Activities** – Activities directly related to the operation, maintenance, and storage of aircraft, including flight training, aircraft maintenance, charter service, and Fixed Based Operator (FBO) services.
- **Airport** – The Porterville Municipal Airport (PTV), including all associated land, facilities, and infrastructure.
- **Airport Manager** – The individual designated by the City to oversee Airport operations and enforce Airport policies.
- **Airport Leasing Policy** – This document as established and amended from time to time by the City, to govern the safe, orderly, and efficient leasing of Airport property.
- **Airport Layout Plan (ALP)** – The FAA approved and Airport adopted drawing, as may be amended from time to time, which reflects an agreement between the FAA and Airport depicting the physical layout of the Airport. The ALP identifies the location and configuration of current and proposed runways, taxiways, buildings, roadways, utilities, nav aids, etc. The ALP also includes the proposed allocation of Airport land and/or improvements to specific uses and/or development. The ALP reflects the existing and proposed allocation of areas of the Airport to specific operations and support functional usage.
- **Airport Sponsor** – The City of Porterville under the FAA guidelines and requirements to operate a public use airport facility.
- **Applicant** – A person submitting an application to the City to lease airport property.
- **City** – The City of Porterville, owner and operator of the Airport, acting by or through the City of Porterville City Council, the City Manager, the Transportation Manager, the Airport Manager, or any duly authorized employee, agent, or instrumentality of the City of Porterville. Discretion, opinions and approvals of “City” under this section refer to the responsibilities and authorities delegated to the City Council and designated City staff members as may be assigned these tasks through adopted policy.
- **City Council** – The legislative body that governs the City of Porterville.

- **Commercial Aeronautical Activity** – An Aeronautical Activity for commercial purposes.
- **Commercial Aeronautical Operator** – Any entity providing aeronautical services to the public, such as flight training, aircraft rental, or aircraft maintenance.
- **FAA** – Federal Aviation Administration.
- **Fair Market Value (FMV)** – The rental value of Airport land or facilities as determined by a qualified independent appraisal, market analysis, or competitive lease rates at comparable airports.
- **Fixed Base Operator (FBO)**: A commercial business granted the right to operate on the Airport and provide services such as fueling, aircraft storage, maintenance, and flight instruction.
- **General Aviation** – All phases of aviation other than military aviation and scheduled or non-scheduled commercial air carrier operations.
- **Ground Lease**: A long-term lease agreement for the use of Airport land on which the Lessee constructs improvements (e.g., hangars, commercial buildings).
- **Lease** – A contract between the City and any person wherein the City grants the use or occupancy of Airport property and certain leasehold interests for a specified period in exchange for a specified rent.
- **Lessee**: Any individual, entity, or business that enters into a lease agreement with the City for the use of Airport property.
- **Leasehold Improvements**: Any structures or modifications made by the Lessee on leased Airport land, such as buildings, hangars, or paved surfaces.
- **Non-Aeronautical Use**: Any use of Airport land or facilities that is not directly related to aviation, subject to FAA approval.
- **Rules and Regulations** – The policies, procedures, and regulations, established and amended from time to time by the City Council, to govern the safe, orderly, and efficient use of the Airport.

- **Sublease** – An agreement between a primary Lessee and a third party to lease a portion of the Lessee’s leased premises, subject to City approval. If approved, sublessees must enter a new lease agreement under current City terms.
- **Term** – The total period of time which the Lease may or might remain in effect. (For instance, a Lease for an initial period of 5 years, which may potentially be extended for an additional 5-year period, is a Lease for a term of 10 years).
- **Unimproved Land** – Airport land that has no existing buildings or significant infrastructure improvements.

3. Exclusive Rights

- a) Federal law forbids the granting of an exclusive right to provide aeronautical services at an airport on which federal funds have been expended. An exclusive right is a power, privilege or other right excluding or debarring another from enjoying or exercising a like power, privilege or right. The City will not grant any such special privilege or monopoly in the use of public Airport facilities.
- b) It is the policy of this City not to enter into or promote any understanding, commitment, or express agreement to exclude other reasonably qualified Lessees; the presence on the Airport of only one Lessee engaged in a particular aeronautical service(s) will not, in and of itself, indicate that an exclusive right has been granted. Accordingly, those who desire to enter into a Lease with the City to engage in an aeronautical activity should neither expect nor request the City to exclude others who desire to engage in the same or similar activities. The opportunity to engage in an aeronautical activity shall be made available to those meeting reasonable qualifications and standards relevant to such activity and as space may be available at the Airport for such an activity.

4. Requests for Leases

a) **Written Application Required.**

Any Person desiring to enter into a Lease with the City for permission to occupy Airport property shall make written application to the City for such permission.

b) Applicant Must Demonstrate Qualifications.

If an Applicant is seeking to engage in a Commercial Aeronautical Activity, he/she shall also provide all application information and materials required. Application materials shall consist of a fully executed Application Cover Sheet, all the information specified in this Leasing Policy, the Airport's Minimum Standards, if applicable, and all documentation deemed necessary by the City for a full and complete analysis of the Applicant's qualifications. The Cover Sheet shall include the benefit that will accrue to the aviation public, not-for-profit entities, and commercial activities, from the Applicant's proposed use of Airport property.

c) Space Limited to Demonstrated Need.

A single aeronautical activity, although meeting all reasonable standards and qualifications, shall be limited to a lease of such space as is needed for that activity. When an Applicant seeks to lease property from the City, he/she must provide evidence of demonstrated need for the Airport property in question. The City will only agree to lease the amount of land justifiably required for the specific use. Additional land for unsubstantiated future expansions is not allowed.

5. Application Documents

Each application for Lease of Airport Property shall be in writing and in sufficient detail to discern the complete qualifications of the Applicant and shall include a Cover Sheet briefly describing the proposal, the offered lease rate, and other key summary information, accompanied by a written application including the details listed below:

- a) The name, address, electronic mail address, and telephone number of the Applicant.
- b) The amount, size, and location of the land and/or facilities desired to be leased.
- c) Descriptions and cost estimates of any proposed capital improvements to be undertaken by the applicant, or proposed to be provided by another party. This specifically includes tenant improvements if the lease proposal is for an existing building.
- d) The types and amounts of insurance coverage to be maintained for the proposed use Airport property.

- e) A current financial statement prepared or certified by an independent certified public accountant and certified by the Chief Financial Officer of the Applicant. The City shall consider financial statements in evaluating the Applicant's financial ability to construct capital improvements, occupy Airport property, and enter into a Lease of Airport property.
- f) To the extent allowed by law (if any), proposed applications for Leases, and the financial terms thereof, shall initially be maintained as confidential, for discussion between staff and the Applicant, and for discussion among staff, the Applicant, and the City Council.
- g) Evidence, in a form acceptable to the City, of the Applicant's financial ability to complete construction of proposed capital improvement in one of the following forms:
 - i. A performance bond in the amount equal to the cost for constructing the proposed improvements.
 - ii. An irrevocable letter of credit guaranteeing funds to complete the project.
 - iii. An escrow agreement administered by a title and escrow company; or
 - iv. A trust administered by a commercial bank.

6. Action on Application

After an application has been completed and materials are submitted in accordance with Section 4, it will be reviewed by the City and a determination made regarding approval.

The City may deny any application if, in the City's opinion, any one or more of the following:

- a) The Applicant's proposed use of Airport property or construction of leasehold improvements will create a safety hazard on the Airport.
- b) The granting of the application will require the City to spend funds, supply labor or materials in connection with the proposed activity, or the activity is expected to result in a financial loss to the City.

- c) Inappropriate, inadequate, or insufficient space exists at the Airport to accommodate the proposed activity or business.
- d) The development or construction on the Airport necessary to accommodate the proposed business does not conform to land uses specified on the FAA-approved ALP.
- e) The development or use of the area requested by the Applicant will result in congestion of aircraft or buildings or will result in unduly interfering with other Airport operations.
- f) The Applicant does not meet the requirements of the Airport Leasing Policy.
- g) The Applicant has either intentionally or unintentionally misrepresented or omitted any pertinent information in the application or in supporting documents.
- h) The Applicant has a record of violating the Rules and Regulations of the Airport or of any other airport, FAA regulations, or any other federal, State, or local statutes, laws, rules, or regulations.
- i) The Applicant has defaulted in the performance of any lease or any other agreement with the City or other airport(s).
- j) The Applicant does not, in the opinion of the City, exhibit adequate financial responsibility to undertake the project based upon financial information provided.
- k) The Applicant cannot provide acceptable surety in the amount required by the City.
- l) The proposed activity or development is not in the best interest of the Airport or the public.

7. Standards for Leasing Airport Property

a. Lease Classification.

The City will address each airport lease and/or proposed airport lease for the purpose of definition and relevance to airport use according to the following classifications:

- **Non-commercial Hangar** – Primarily for private aircraft storage; The City will determine if smaller parcels or additional infrastructure provisions are necessary.
- **Non-commercial Multi-Tenant** – A proposed development of a number of private hangars under one project which affords multiple tenants the benefits of larger economy of scale to offset the burdens of project development costs.
- **Commercial Aviation (FBO)** – Any commercial service facility allowing single or multiple aviation service disciplines to be accommodated on one site.
- **Non-aviation Commercial/Industrial** – Any entity that provides benefit to the airport, the community, or the local economic base through services or employment provided, which remains compatible with the Airport existence. This category includes but is not limited to Hotels, Conference and Recreational uses.
- **Public Facility** – Government sponsored and publicly operated uses that provide benefits to the airport, aviation, and/or the local community are part of this category.
- **Non-profit Entities** – A number of uses qualify as non-profit organizations and valid services that benefit not only aviation, but also a variety of public causes and concerns. Rental agreements are therefore justified.
- **Unimproved Land** – The occasional need to enter into leases and use agreements for uses which utilize larger amounts of land but without specific definition or qualification. e.g., The farming contract maintains vast portions of airport property not otherwise utilized. Occasional airport/aircraft operations require large areas for specific short-term purposes.

b. Requests for Additional Space.

If the need for additional space becomes apparent for or in connection with a new or expanded activity, or one not authorized by the Lessee's existing Lease, the request for additional space may be treated as a new Lease request by the City. Otherwise, a simple amendment to the existing lease agreement may be appropriate.

c. Applicability of FAA Policy on the Non-Aeronautical Use of Airport Hangars.

In addition to the specific requirements set forth in this policy, the City airport is subject to the FAA Policy on the Non-Aeronautical Use of Airport Hangars, 81 FR 38906, as may be further amended. Pursuant to this policy, some areas of the airport may be designated for non-aviation use, with explicit FAA approval, but aeronautical facilities of the airport must be dedicated to use for aviation purposes. FAA policy generally requires tenants utilizing hangars for nonaeronautical purposes to pay a self-sustaining, fair market commercial (nonaeronautical) rental rate. FAA approval is also required to permit interim non-aeronautical use of hangars. While the City is able to lease hangars and other airport property designated for aeronautical use when there is no current demand for the aeronautical use of a hangar or property, the FAA policy additionally requires that the City either 1) lease the hangar for a period of 3 to 5 years and include a clause allowing the City to recover the hangar for aeronautical purposes with 30 days notice; 2) request preapproval of a month-to-month leasing plan if it wishes to allow the leasing of such hangars for interim non-aeronautical purposes; or 3) acquire advance written approval from the FAA on a case-by-case basis.

d. Lease Term.

The term is categorized according to the following considerations:

- i. Long-term development of unimproved land.
- ii. Occupancy of facilities owned by the Airport.
- iii. The designation of the facility or proposed property on the ALP.
- iv. The Lessee's proposed use of the property (See Section 7.c. above).
- v. The Lessee's proposed capital investment in facilities and peripheral benefits to the airport.

While subject to specific negotiations between the City and each Lessee, as well as the additional restrictions set forth in this policy, the standard lease terms would be as follows:

- i. Initial lease term is up to 5 years, with four (4) successive 5-year renewal options (totaling up to 25 years).

- ii. Renewal is contingent upon meeting inspection, compliance, and maintenance conditions, but the City may choose not to renew for airport needs or non-compliance.

In responding to a request to exercise an Option to Extend, the City will consider whether the Lessee is or has been in default of any terms and conditions of its Lease as well as the structural integrity, safety, and appearance of the leasehold improvements. Upon receipt of the request, the City will inspect the leasehold improvements for condition, appearance and viability for continued occupancy. The actual lease agreement shall be reviewed for compliance with its terms and conditions.

d. Lease Expiration.

In order to ensure compliance with this Policy and FAA Guidelines, it is not feasible to simply extend the term of existing leases, and thus, no time extensions will be allowed other than as explicitly set forth within the specific lease terms. Notwithstanding the foregoing, it is not the intent of the City to arbitrarily require the wholesale removal of existing tenants from their lease sites, so long as the occupancy remains viable and the basic provisions of this Policy and FAA Guidelines can be met.

- I. As current leases reach a time where extension of term is essential to accommodate additional operations or development plans, the provisions of this policy may be implemented. The occupancies may be allowed to remain, but only under a new lease agreement, drafted and executed under the policies and standards currently outlined in this document and as may be amended in the future. As policies change, rental rates and escalations are adjusted, and new legal provisions evolve, new lease agreements will contain these necessary modifications. The provisions of Section E (Reversion) below will apply.
- II. If a lease extension on an existing occupancy is requested, the terms for the new lease will remain relatively unchanged for that duration. Although the Lessee will be a new entity, no additional investment in the property is anticipated. No change in occupancy is intended. The ownership of site and building improvements as outlined in the lease will apply. With no Capital investment, the new term may be 5 years, so long as the lease remains in full compliance and the age and current condition of the leased premises and its improvements remain viable and useable. If significant investment and/or new

development is requested or anticipated, then terms under the new lease would be extended commensurate with the amount of investment considered.

- III. At the conclusion of the new lease, ownership of all site and building improvements revert to the Airport. Any subsequent occupancies are authorized under new lease agreements and shall be executed according to the adopted standard for new leases of City property. In accordance with FAA orders and guidelines, rental rates for leases on non-aeronautical sites will be based on the Fair Market Value as established for the premises. Rental rates for lease on the aeronautical sites will be based on fair and reasonable value as established for the site.

e. Reversion.

At the termination or conclusion of any lease agreement, the ownership of all site and building improvements shall revert to the Airport, except under the following conditions:

- I. The occupancy is allowed to remain under the provisions of a new, short-term lease.
- II. The preceding lease agreement specifically identifies the owner and states that he retains ownership and the right to remove the hangar from the airport.
- III. The Airport, upon thorough inspection of the building, determines that it is not suitable or viable to remain as an operable and maintainable building. In which case the Tenant is required under the terms of the outgoing lease to remove the building at Tenant's own cost and responsibility.

If the building improvements are allowed to remain, no further lease extensions are granted, and a new lease agreement is not entered into, the Lessee shall agree that all said improvements shall, become the property of the City. Under no circumstances shall the Tenant be entitled to any compensation for the value of its business, franchise, or improvements.

f. Leases for Private Aeronautical Uses.

The City is required to operate the Airport for the maximum use and benefit of the public, and must retain the ability to make reasonable provision for

essential support services for those who use the Airport; nevertheless, some private aeronautical uses may be beneficial to the City; for instance, a private flying club might be a desirable and compatible use. Proposed Leases for private aeronautical uses will be evaluated on a case-by-case basis, taking into account long-term plans for the development of the Airport, the benefits which may be derived from the proposed Lease, the potential costs of the proposed Lease to the City, the availability of suitable space, the potential for conflict or interference with the public uses of the Airport, and any other factors the City deems relevant.

g. Adherence to Airport Layout Plan (ALP) Required.

The ALP depicts the entire property of the Airport and identifies existing facilities and plans for future development. The ALP reflects the existing and proposed allocation of areas of the Airport to specific operations and land uses. No use, occupancy, construction, modification or improvement that is inconsistent with the Airport's FAA-approved ALP shall be viewed as desirable by the City. The conversion of any area of the Airport to a substantially different use than that shown in the approved ALP could adversely affect the safety, utility or efficiency of the Airport. Only upon a determination by the City that a particular construction, modification or improvement would serve the needs of the Airport public for facilities or services, and that a change in circumstances is evident such that the need for space for such facilities or services was not anticipated at the time the most recent ALP was submitted to the FAA for approval, will the City consider making application to the FAA for approval of a revision of the ALP pursuant to the request of an Applicant or Lessee. Nothing contained in this policy shall require the City to make such application.

h. Development of Vacant Airport Property.

Any application for permission to develop vacant airport properties shall include, in addition to all other required materials, a site plan depicting the nature and location of the proposed development. Before actual development, the site plan must be approved by the City.

i. Liens or Encumbrances to Airport Property.

The tenant is given the right by the City to mortgage its interest in the Lease, under one or more leasehold Mortgage(s) and assign its interest in this Lease, as collateral security for such Mortgage(s) to secure any bona fide loan upon the condition that all rights acquired under such leasehold

Mortgage(s) shall be subject to each and all of the covenants, conditions and restrictions set forth in the Lease.

j. Financing Airport Development.

The City is under no obligation to provide financing, or to make any improvements to Airport property to facilitate leasehold improvements proposed by an existing or prospective Lessee. If such a Lessee cannot demonstrate the financial means to implement and pay for such development that may be an indication that the proposed development would not be in the best interests of the City or the public using the Airport. Nevertheless, once an Applicant or Lessee has demonstrated the requisite financial responsibility, the City may choose to pursue any federal, state or City funds to contribute to the leasehold improvements, if in doing so there would be no diversion of funds away from capital improvements or the Airport capital budget program planned by the City.

k. General Rights and Privileges Granted.

Airport Leases are designed to accomplish one or more of three basic rights or privileges:

- The right for a Person to use the landing area and other public Airport facilities in common with others so authorized;
- The right to occupy Airport Property, and to use exclusively, certain designated premises; and/or
- The commercial privilege or the franchise right to offer goods and services to the public who use the Airport.

The City will not enter any Lease without receipt of adequate consideration for the rights granted therein.

l. Control Over Operations.

Any Lease granting the right to serve the public on the premises of the Airport shall be subject to terms and conditions reserving to the City sufficient control over operations to ensure that the Lessee will treat patrons fairly. The Lessee must agree to make available its services and facilities on fair and reasonable terms, and without unjust discrimination.

m. Control over Aeronautical Activity and Development.

The City will enter into no Lease that would require it to divest itself of the right to take any action it considers necessary to protect the aerial approaches of the Airport against obstruction, or the right to prevent any Lessee from erecting, or permitting to be erected, any building or other structures that might limit the usefulness of the Airport or constitute a hazard to aircraft. The City will enter into no Lease that would require it to divest itself of, or limit its right to develop or improve the Airport as it sees fit, regardless of the desires or views of any Lessee and without interference or hindrance from such a party.

n. Airport Minimum Standards.

The Airport Minimum Standards set forth the qualifications which must be met by a Lessee conducting certain aeronautical activities at the Airport. They establish a basis for practical negotiations between the City and potential Lessees offering such activities; however, prospective Lessees should be aware that the City, if presented with a choice between multiple potential Lessees for a single space or facility, will give preference to Lessees who can offer the City and the public the highest standard of quality and service which may well exceed the Airport Minimum Standards for a proposed activity. Existing and prospective Lessees shall understand that the City may increase its Airport Minimum Standards from time to time, in order to ensure a higher quality of service to the public. Only in the rare circumstance, where the aviation community at the Airport has encountered difficulty in attracting a competent service entity, shall the City consider waiving an Airport Minimum Standard to allow a period of initial development. In all other circumstances, it is the policy of the City not to enter into Leases with Lessees who cannot meet the applicable Airport Minimum Standards.

o. Waivers of Immunity.

The City will enter into no Leases that require it to waive any sovereign, governmental or other immunity to which it may be entitled, or that would require it to submit to the laws of any state other than those of the State of California.

p. Indemnification.

Every Lessee desiring to Lease Airport property shall agree to indemnify and hold the City, its officers, officials, agents, representatives and employees from and against any and all injuries, damage or harm, or any

nature whatsoever, which may result from its use or occupancy of Airport property.

8. Written Agreement

All Persons, prior to the commencement of construction of leasehold improvements or operation of an Aeronautical Activity as defined herein, shall enter into a Lease with the City setting forth the terms and conditions by which the Person shall occupy and use Airport property. Leases entered into by the City are designed to protect the public interest and may contain more restrictive clauses than private sector leases, are to be in a form approved by the City's legal counsel and shall, at a minimum; conform to local/regional standards of tenant responsibility and liability.

Each Lease shall include all provisions required by law and obligations placed upon the City by all federal and State agencies including, but not limited to, compliance with all federal, state and local laws and regulations pertaining to the use of the leased premises. Other Lease provisions contain standard language, developed through continuous review and revision of the document for conformance to FAA regulations, real estate law, changing economic conditions and other risks associated with land ownership. A sample of that document is available for review.

9. FAA Required Lease Provisions

In addition to the minimum terms and conditions listed in Section 9, each Lease shall contain provisions requiring the Lessee to furnish services on a reasonable basis to all users thereof, and charge reasonable and not unjustly discriminatory, prices for each unit or service, provided that the lessee may make reasonable and nondiscriminatory discounts, rebates or other similar types of price reductions to volume purchasers.

10. Rentals, Rates, Fees, and Charges

a. Financially Self-Sufficient.

The City has an obligation to make the Airport as self- sufficient as possible under the circumstances existing at the Airport at any given point in time. Toward this end, the City, through its Leases, and by other means available to it, shall endeavor to recover the cost of providing its facilities, through rentals, fees or other charges. All Leases shall provide for adequate consideration to be received by the City in compensation for the rights and privileges therein granted. It shall be the policy of the City to seek Lease

terms and conditions that, while fair and nondiscriminatory, provide the most advantageous returns to the City.

b. No Unjustifiably Discriminatory Rates.

Each Lessee shall be subject to rates, fees, rentals and other charges (e.g., fuel flowage fees, hangar rentals, percentages of gross volume of business, etc.) as may be currently applicable to, or being received from others making the same or similar uses of the Airport, utilizing the same or similar facilities. Nevertheless, in respect to a contractual commitment from any Lessee, the City may charge different rates to similar users of the Airport if such rates are nondiscriminatory in purpose. Differences in values of properties involved, and the extent of use made of common use facilities may be factors to be considered. Seldom will each Airport user have properties of the same value nor will their use and impact upon common facilities be the same. If one Lessee is in what is considered a prime location, and another is in a less advantageous area, there could logically be a differential in the fees and charges, to reflect this advantage of location. This factor might also influence the rental value of the property. If one Lessee rents office and/or hangar space and another builds its own facilities, this would provide justification for different rental and fee structures; these two Lessees would not be considered essentially similar as to rates and charges even though they offer the same services to the public.

c. Rental Rate.

The City pursues its objectives towards financial self-sufficiency through establishing fair and equitable rental rates to the greatest extent possible.

Competition may determine applicable rates and charges. In situations where leases are awarded as the result of competition, said Leases shall be subject to the financial terms and conditions proposed therein. Leases obtained through this process may offer returns that are higher than those being received from existing leases at a given point in time.

The alternative in a rental process is to define a rental rate based on the current market value of the subject property and then negotiating within an adopted range of pricing, based on the relative merits and local benefits identified for the particular lease agreement.

d. Periodic Adjustment of Rates.

Providing for adjustments to rental rates and Airport user fees facilitates parity of rates and charges between new and long-standing Lessees and enables the Airport to remain as self-sustaining as possible under the circumstances existing at any given point in time.

Each lease shall be adjusted annually in accordance with the City's adopted escalation policy. On the first anniversary of the lease's commencement date, and each anniversary thereafter, the Base Rent shall be increased by the current City Adjustment Factor. This will determine the new "Base Rent" for the new year. The City "Adjustment Factor" shall be a percentage calculated as follows: Beginning January 1, 2025, and every year thereafter, the annual rent increase shall be determined by calculating the annual average of the San Francisco and Los Angeles California Consumer Price Indexes for all urban consumers as reported by the State of California, Department of Industrial Relations ("CPI"), as published for October of the prior year.

All leases with a term of five years or more shall contain provisions subjecting the rental rates to a periodic adjustment of rent based on a determination of Fair Market Value of comparable properties within the airport area, prior to and as a condition to any specified extension (Renewal). The periodic adjustment shall not increase the rental rate more than 8% on an annual basis or 20% over five years. Periodic adjustments will be based on current FAA guidance for evaluating land value at airports.

e. "Pioneer" Periods Disfavored.

In the case of a new general aviation Lessee, offering services not previously available to the public at this Airport, the City may choose to offer reduced rental rates or other inducements to obtain a Lessee, recognizing that it may well be a non-profit venture during its pioneering period. In such circumstances, the "incentive rate" shall be offered only during a specific "pioneer" period, and shall be defined to end on a specified date. Future Lessees coming on the Airport following the pioneer period will be expected to pay the comparable standard rates and charges based on then-current values, rates and charges, and the City shall not be obligated to offer subsequent Lessees a pioneer period. Nor shall it generally be appropriate to offer an established Lessee the benefit of an additional period of reduced rates or other financial inducements, beyond the Lessee's initial pioneer period.

f. Diligent Bookkeeping Required.

Income from a Lessee's Airport operations must be fully accounted for, and adequate records must be kept to evidence amounts due to the City for the various rentals, fees and charges applicable to the Lessee's operations at the Airport. The City shall be entitled to have access to such records upon request.

11. Construction of Leasehold Improvements

Through its leasing activities, the City seeks to promote consistent, attractive, and compatible high quality development and facilities at the Airport. In addition, it desires to encourage private sector investment in Airport facilities, develop and maintain aesthetic excellence, and high standards of environmental protection. Finally, it desires to create standards of development that maintain the character of the Airport and ensure all construction meets and exceeds all applicable safety standards and requirements.

Each Lease issued by the City shall include the specific development requirements for the construction of leasehold improvements on the Airport; however, following are general provisions and policies applicable to each Airport Lease:

- A. No leasehold improvements shall be designed, planned, constructed, reconstructed, or remodeled without the prior written approval of the City.
- B. Any structure or facility to be constructed or placed upon the Airport shall be constructed in a manner to conform to all safety and environmental regulations of the State of California and the City, and shall be in compliance with the City's current site development requirements, building codes, zoning regulations, and fire regulations as well as FAA design standards.
- C. Responsibility for obtaining appropriate approvals from government authorities and complying with their various regulations, policies and standards shall be that of the Lessee. Potential tenants should be advised that any work done at the Airport may require compliance with not only state but also federal prevailing wage requirements.
- D. Lessees shall obtain at their sole expense all permits required for their construction program and shall pay all taxes, permits, inspection fees, and licenses required for the construction and operation of their facilities and businesses.
- E. The design of any leasehold improvement is to be carried out under the direction of a registered architect or engineer. All design drawings are to be

prepared by a registered architect or engineer. Construction drawings are to be certified by their respective professional disciplines – architectural, structural, mechanical, electrical, and civil engineers.

- F. The City may provide infrastructure for the proposed leasehold improvements. Absent the availability of City funding of such improvements, each Lessee may be responsible for and incur the expenses for connection to all leasehold improvements and facility requirements including public roadways, aprons, taxiways, electrical power, communications, water, sewer and natural gas.

At the City's option, an agreement may be made whereby qualified infrastructure improvements to serve a specific lease site may be financed by the prospective tenant and then reimbursed by the City through a credit in monthly rents due to the City.

Infrastructure constructed to serve a specific lease site that also benefits neighboring lease sites, may be additionally financed by a Reimbursement Agreement, created and administered by the City and executed with the neighboring lease sites when they develop.

The final details of each reimbursement shall be determined through negotiation between the City and the prospective tenant at the time the lease agreement is developed. Lessees shall obtain the prior written approval from the City to modify, improve, add to or delete facilities from their leased area. If any structure is erected, placed, or altered upon in any other manner than in accordance with plans and specifications approved by the City, restriction is applicable to landscaping plans as well as architectural plans.

- G. Lessees shall suppress, at their own expense, and to the satisfaction of the FAA, all electromagnetic interference with radio guidance, safety devices or with any electric or electronic equipment or installations on or associated with the Airport.
- H. The City assumes no responsibility with regard to the ability of the Lessee to complete construction or otherwise meet the Terms and Conditions of its Lease nor does it assume any responsibility for an error, fault or omission in the plans and specifications that have been approved. The City reserves the right to serve notice that action must be taken to remedy any improper situations.

- I. Noise, dust, odors, storm water detention, water quality, and smoke generation are of particular concern in the design and operation of any facility on the Airport. Therefore, the design and construction of all facilities shall comply with all federal, state, and local environmental regulations applicable to the Airport.
- J. The City or its representative(s) shall have the right at reasonable times to visit sites and enter buildings that are completed or in the process of being built, changed, repaired, moved or demolished.



CITY COUNCIL AGENDA – FEBRUARY 18, 2025

SUBJECT: Authorization to Award Contract - Community Center and Park Project

SOURCE: Engineering and Project Management

COMMENT: On January 16, 2025, staff received three bids for the Community Center and Park Project. 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 will also develop 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 for the project was \$18,247,577.70. The lowest bid presented by AMG & Associates, Inc. of Santa Clarita is \$16,875,000, which is \$1,372,577.70 lower than the Engineer's Estimate (-7.52). An additional \$843,750 is necessary for construction contingency (5%) and \$2,268,695 is required for construction management, surveying, quality control, and inspection services; equating to a total construction cost of \$19,987,445.

Funding for this project is provided from a Proposition 68 Grant in the amount of \$6,432,000 for construction, American Rescue Plan Act Funds (ARPA) in the amount of \$4,266,673, Measure R - Alternative Transportation Funds in the amount of \$900,000 and Measure I funds in the amount of \$7,242,150. An additional appropriation of Measure I funds in the amount of \$1,146,622 is necessary to fully fund the project; the needed appropriation of Measure I funds is available in this fiscal year's budget as two projects utilizing Measure I funding are delayed until next fiscal year.

The bids are as follows:

Contractor	Bid Amount
AMG Associates, Inc. Santa Clarita, CA	\$16,875,000
Seals Construction, Inc. Visalia, CA	\$17,590,000
Bowe Contractors, Inc. Tehachapi, CA	\$21,283,547

Staff has found the lowest responsive bid acceptable.

RECOMMENDATION: That City Council:

1. Award the Community Center and Park Project to AMG & Associates, Inc of Santa Clarita in the amount of \$16,875,000;
2. Authorize progress payments up to one hundred percent (100%) of the contract amount;
3. Authorize a five percent (5%) contingency to cover unforeseen costs;
4. Authorize an additional \$2,268,695 for construction management, construction surveying, quality control and inspection services; and
5. Authorize an additional appropriation of Measure I funds in the amount of \$1,146,622 to fully fund the project.

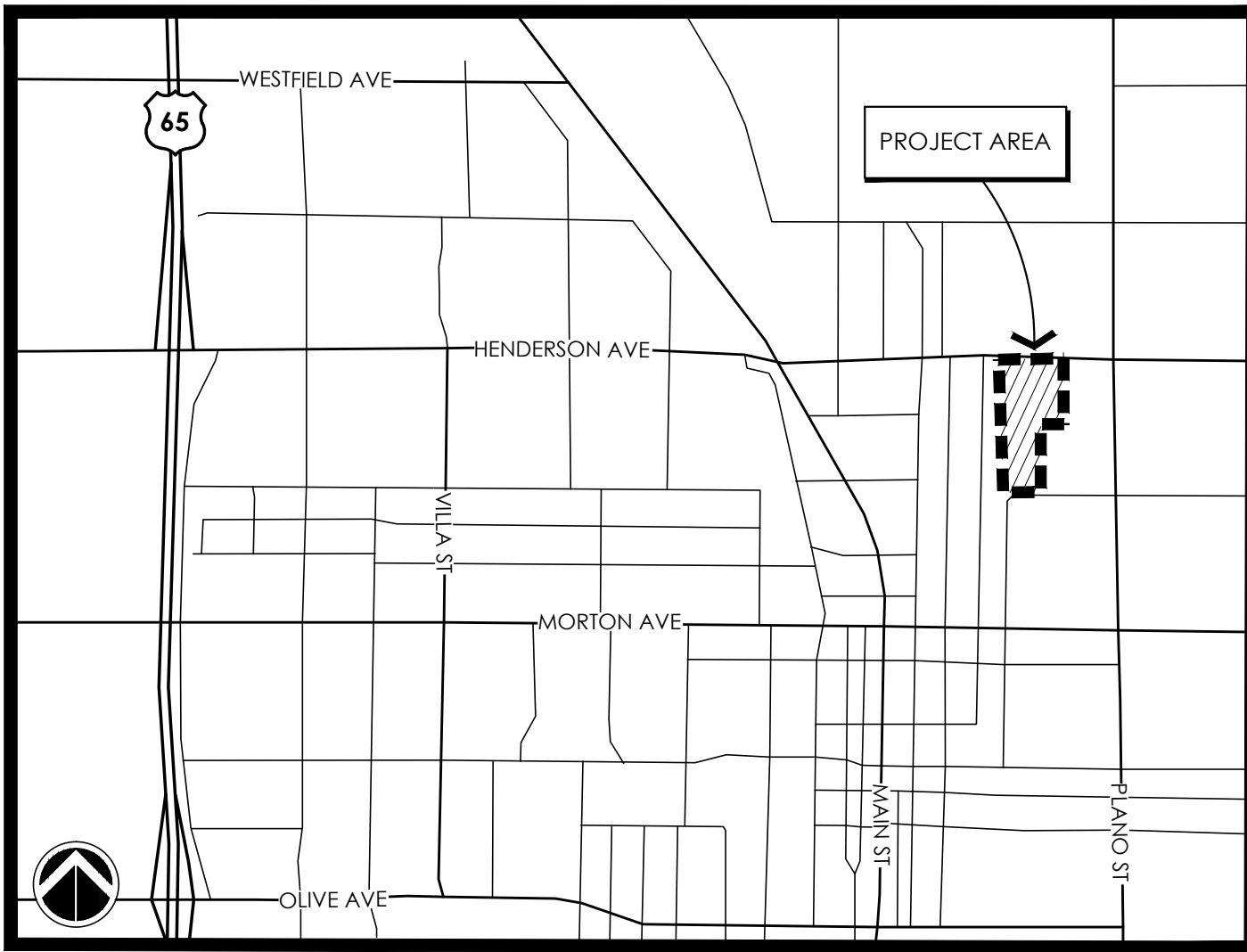
ATTACHMENTS: 1. Locator Map and Project Rendering

Appropriated/Funded:

Review By:

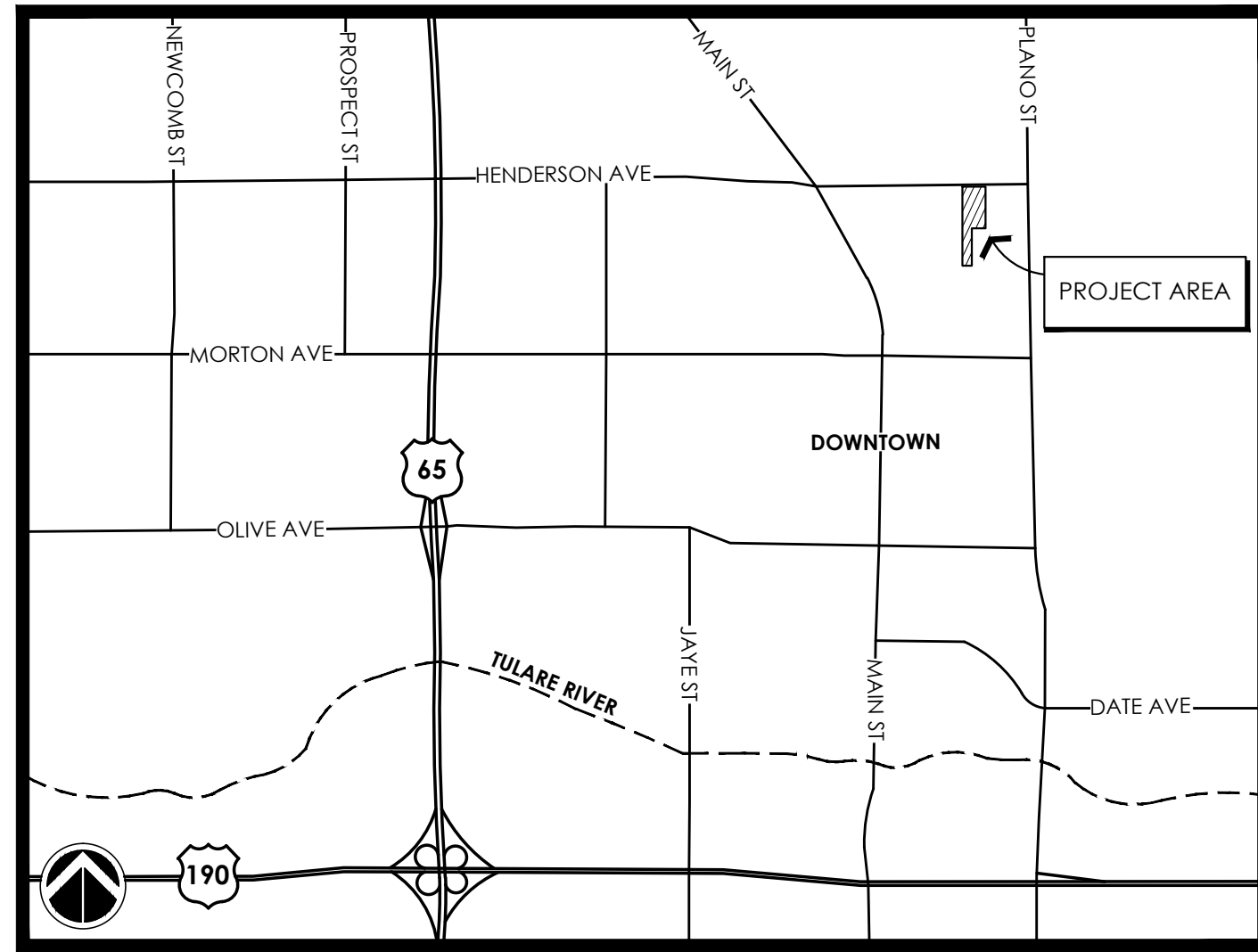
Department Director:
Javier Sanchez, Engineering & Project Management Director

Final Approver: Jason Ridenour, Interim 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 – FEBRUARY 18, 2025

SUBJECT: Consideration of Appointment of City Council Representatives to Downtown Porterville Committee

SOURCE: City Manager's Office

COMMENT: At its meeting on February 4, 2025, the City Council adopted Resolution 15-2025 establishing the Downtown Porterville Committee. The committee is comprised of seven members, including two City Council Members and five public members. With the establishment of the Downtown Porterville Committee there are two vacant Council Member positions available for appointment.

RECOMMENDATION: That the City Council consider appointing two City Council Members to serve on the Downtown Porterville Committee.

ATTACHMENTS: 1. Resolution 15-2025

Appropriated/Funded:

Review By:

Department Director:
Jason Ridenour, Interim City Manager

Final Approver: Jason Ridenour, Interim City Manager

RESOLUTION NO. 15-2025

**A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF PORTERVILLE ESTABLISHING A STANDING
DOWNTOWN PORTERVILLE COMMITTEE**

WHEREAS, since the City of Porterville's incorporation in 1902, Downtown Porterville has been the "heart of the City"; and

WHEREAS, Main Street supports significant cultural and governmental buildings as well as specialty retail stores and restaurants; and

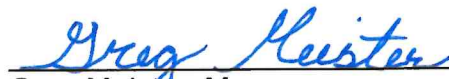
WHEREAS, the City of Porterville General Plan Land Use Guiding Policy 2 is to maintain a well-defined, compact urban form with Downtown as the "heart of the City"; and

WHEREAS, it is a priority to continue to revitalize Downtown, attracting and retaining specialty retail and restaurant business that enhance Porterville's unique character that reflects local history and culture;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Porterville:

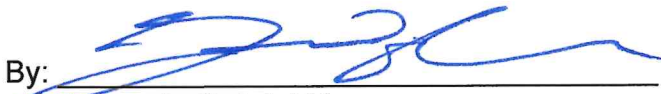
1. A Standing Downtown Porterville Committee is hereby established.
2. The Committee shall have seven total members, including two City Council Members, and five members of the public comprised of Downtown business owners and Porterville Chamber of Commerce, supported by staff as determined by the City Manager.
3. Said Committee will meet on an as-needed basis to review matters pertaining to Downtown Porterville and to then make recommendations to the City Council.

PASSED, APPROVED, AND ADOPTED this 4th day of February, 2025.



Greg Meister, Mayor

ATTEST:
Jason Ridenour, Interim City Clerk

By: 

Fernando Gabriel-Moraga,
Acting Chief Deputy City Clerk

STATE OF CALIFORNIA)
CITY OF PORTERVILLE) SS
COUNTY OF TULARE)

I, JASON RIDENOUR, the duly appointed Interim 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 February, 2025.

Said resolution was duly passed, approved, and adopted by the following vote:

Council:	MEISTER	MCKERVEY	BELTRAN	GREEN	RIVAS
AYES:	X	X		X	X
NOES:			X		
ABSTAIN:					
ABSENT:					

JASON RIDENOUR, Interim City Clerk



By: _____

Fernando Gabriel-Moraga,
Acting Chief Deputy City Clerk



CITY COUNCIL AGENDA – FEBRUARY 18, 2025

SUBJECT: Proposed Budget Calendar for Fiscal Year 2025-2026 and Scheduling of Priority Projects Study Session

SOURCE: City Manager's Office

COMMENT: Section 51 of the City Charter requires the submission, not later than thirty (30) days before the end of the fiscal year, of an estimate of the expenditures and revenues of the City's departments for the ensuing fiscal year. For City Council's consideration, please find attached the proposed budget calendar for the preparation and submission of the City's Annual Budget for the fiscal year 2025-2026.

In conjunction with the preparation of the budget, staff proposes that Council schedule the City Council's Priority Projects Study Session. A special meeting is able to be scheduled in early April or an item can be considered at a regularly scheduled City Council meeting.

RECOMMENDATION: That the City Council:

1. Approve the proposed Budget Calendar for Fiscal Year 2025-2026; and
2. Schedule the Priority Projects Study Session, either as a special meeting or as part of a regularly scheduled City Council Meeting.

ATTACHMENTS: 1. Draft Fiscal Year 2025-2026 Budget Calendar

Appropriated/Funded:

Review By:

Department Director:
Jason Ridenour, Interim City Manager

Final Approver: Jason Ridenour, Interim City Manager

**CITY OF PORTERVILLE
DRAFT BUDGET CALENDAR
FY 2025-2026**

<u>Date</u>	<u>Task</u>	<u>Responsibility</u>
March 6-7	Internal review of 10-Year Capital Projects	CM/Directors
March 14	Budget worksheets to Departments	Finance
TBD	City Council study session (priority projects)	Council
April 18	Preliminary revenue estimates completed	Finance
April 18	Completed budget worksheets to Finance	Directors
April 25	Internal budget planning session	CM/Directors
May 14	Preliminary budget completed	Finance
May 14	TUTOC review of Measure H & Measure I proposed budget	CM
May 29	Preliminary budget approved by City Manager	CM
June 3	Preliminary budget presented to Council	Council
June 17	Final budget public hearing and approval by Council	Council