



**CITY COUNCIL AGENDA
CITY HALL, 291 N. MAIN STREET
PORTERVILLE, CALIFORNIA
MARCH 4, 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/83818926990?pwd=q7oGgBP0lzVovVxR2eBbyFjRP88frZ.1>

Or via Telephone: +1 669 900 6833 Webinar ID: 838 1892 6990 Passcode: 539674

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 54957.6 – Conference with Labor Negotiator. Agency Negotiator: Jason Ridenour and Yuliana Andrade. Employee Organizations: Porterville City Employee Association, Management Confidential Series, Porterville Safety Support Unit, Porterville Police Officer Association, Porterville City Firefighter Association, and Fire Officer Series.

2 - Government Code Section 54956.95 – Liability Claim: Claimant: Isela Ochoa. Agency claimed against: City of Porterville.

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: Four (4) 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: One (1) case.

6 - Government Code Section 54957 – Consultation with law enforcement regarding a credible threat to the security of public buildings and facilities

7 - 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 Beltran

Invocation

PRESENTATIONS

Employee of the Month - Darren Noe
Short Range Transit Plan

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. Staff Informational Reports
 - 1. Short Range Transit Plan Overview

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 February 18, 2025**
Re: Considering approval of the City Council draft Minutes of February 18, 2025.
- 2. **Authorization to Repair City Well No. AP-2**

Re: Consideration of approval for the repair of City Well AP-2 located on the East side of West Street, just north of Edison Court, by Carver Pump Service, for an amount not to exceed \$14,800.

3. Authorization to Advertise for Bids - Henrahan Street Reconstruction Project (Morton Avenue to Grand Avenue)

Re: Considering approval of the Plans and Project Manual for the project which includes the removal and replacement of existing asphalt, curb, gutter, sidewalk, storm drain pipe, replacement of the existing water main, a new fire hydrant, and other appurtenances for the Henrahan Street Reconstruction project located on Henrahan Street, between E. Grand Avenue and E. Morton Avenue.

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

Re: Consideration to authorize the distribution of a Request for Proposals (RFP) for the procurement of modernized bus stop shelters.

5. Assignment of Airport Lease - Lot No. 45

Re: Consideration to approve the Assignment of Lease for Lot No. 45 at the Porterville Municipal Airport from Aircraft 445, LLC to Briana M. Groves.

6. Assignment of Airport Lease - Lot No. 32B

Re: Consideration to approve the Assignment of Lease for Lot No. 32B at the Porterville Municipal Airport from Mason Daniel Racing to Frederick W. Dohnke.

7. Assignment of Airport Lease - Lot No. 46E

Re: Consideration to approve the Assignment of Lease for Lot No. 46E at the Porterville Municipal Airport from JLW Associates, Inc. to Jerry L. Clark and Rebecca Ann Clark Revocable Trust.

8. Assignment of Airport Lease - Lot No. 6 and Lot No. 7 at the Porterville Municipal Airport

Re: Consideration to approve the Assignment of Lease for Lot No. 6 and Lot No. 7 at the Porterville Municipal Airport from Tule River Economic Development Corporation Real Estate to Tule River Tribe of California.

9. Renewal of Airport Lease Agreement - Lot No. 9

Re: Consideration to approve the Lease Agreement between the City of Porterville and Arrow Falcon Exporters, Inc. for Lot No. 9 at the Porterville Municipal Airport for a term of ten (10) years.

10. Approval of Arts Commission Chalk Art Booth at 2025 Spring Festival

Re: Consideration to approve the Arts Commission to proceed with hosting the sixth annual Chalk Art booth at the 2025 Spring Festival.

11. Authorization to Approve Community Clean Up Events

Re: Consideration of declaring April 26, 2025, "Spring Clean-Up Day" and October 18, 2025, "Fall Clean-Up Day;" and authorizing the City to accept trash, litter, and yard clippings delivered by City residents receiving City residential refuse service to the Spring and Fall Clean-Up Events for free disposal.

12. Council Consideration to Amend the Self-Performed Street Maintenance Program for Fiscal Year 2024-2025

Re: Consider approval to amend the 2024-2025 Self-Performed Street Maintenance Program, authorizing an additional expenditure of \$500,000.

- 13. Acquisition of Right of Way for Olive Avenue and Porter Road/Cloverleaf Street Traffic Signal Project**
Re: Consider approval of the acquisition of right of way and easements for the completion of the Olive Avenue and Porter Road/Cloverleaf Street Traffic Signal Project.
- 14. Authorization for Out of State Travel to Motorola Summit Public Safety Users' Conference in Grapevine, Texas**
Re: Consideration to approve out-of-state travel for Crime Analyst Melinda Rios to attend the 2025 Motorola Solutions Summit Conference /Training in Grapevine, Texas.
- 15. Amendments to the Library Rules of Conduct**
Re: Consideration of amendments to the Library Rules of Conduct.
- 16. Approval of Reorganization within the Parks and Leisure Department - Parks Division**
Re: Considering approval of reorganization within the Parks and Leisure Department Parks Division.
- 17. Request for Proclamation - Women's Rights**
Re: Considering approval of a request to proclaim Women's Rights in the City of Porterville.
- 18. Request for Proclamation - California Arbor Week - March 7th - March 14th, 2025**
Re: Considering approval of a request to proclaim the week of March 7th - 14th, 2025, as "California Arbor Week" in the City of Porterville.
- 19. 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

- 20. Police Use of Military Equipment Annual Review (AB 481)**
Re: Council to receive public comment and questions concerning the annual report and the funding, acquisition, and use of the equipment; review and renew PPD Policy 704 – Military Equipment; review the AB 481 Military Equipment Annual Report 2024; and by opting not to modify or rescind, affirm Ordinance No. 1892.

SCHEDULED MATTERS

- 21. Updated Concepts for Transit Brand Refresh**
Re: Council to review and consider updated conceptual designs for the transit branding refresh, provide direction on the selection of a final design, and approval

to proceed with the implementation of 11 vehicles at an estimated cost of \$90,139.28.

22. Council Consideration and Evaluation of Charitable Car Washes

Re: Council direction regarding the continuation, reduction, or elimination of the Charitable Car Wash Permit Application Fee.

23. Consideration of the Establishment of Porterville Municipal Airport Standing Committee

Re: Considering the establishment of a standing committee to serve in an advisory capacity to the City Council on matters pertaining to the Porterville Municipal Airport.

24. Consideration of Proposed Establishment of Ordinance to Protect Women's Safe Spaces

Re: Council direction on the proposed establishment of an Ordinance to Protect Women's Safe Spaces.

25. Consideration of Letter of Support and Declaration for the Establishment of a League of Charter Cities

Re: Consideration a letter of support for the establishment of a League of California Charter Cities to the Huntington Beach City Council and Declaration for the Establishment of the League of Charter Cities.

26. Review of City Council Agenda Publication Timeline

Re: Council to provide direction on the timing of the publication of the City Council agenda.

AB 1234 REPORTS

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

1. Tulare County Task Force on Homelessness - February 19, 2025
2. Porterville Area Development Authority (PADA) - February 21, 2025
(Cancelled)
3. Tulare County Association of Governments (TCAG) - February 24, 2025
4. Tulare County Economic Development Corp. (TCEDC) - February 26, 2025
5. Cannabis Committee - February 28, 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 18, 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 – MARCH 4, 2025

SUBJECT: 1. Short Range Transit Plan Overview

SOURCE: Public Works

COMMENT: The Federal Transit Administration (FTA) recommends that any transit agency receiving federal funds directly have a current Short Range Transit Plan (S RTP). Whereas, the Tulare County Association of Governments (TCAG), as the Regional Transportation Planning Agency, requires that any transit agency receiving State Transportation Development Act Funds (STA and LTF) must have a current S RTP.

A Short Range Transit Plan (S RTP) is the document that generally plans out transit services and operations. The S RTP planning period is generally five years, but S RTP's may cover a longer period, typically seven to ten years. The City's last S RTP was performed in 2018 and is currently in the process of being updated.

Through the S RTP update process, the transit system, fleet needs, capital and operating costs and revenues, and new transit services or projects are assessed, and recommendations made. The Tulare County Association of Governments (TCAG) assists the regional transit operators in obtaining funds to complete S RTP's, Long Range Transit Plans (LRTP's), Comprehensive Operational Analysis, etc.

On October 1, 2024, the City Council awarded Fehr & Peers the contract to develop a Short Range Transit Plan (S RTP) that will guide the City's public transportation system over the next five to ten years. This plan will provide a comprehensive assessment of existing transit services and identify strategies to enhance efficiency, accessibility, and sustainability.

The S RTP will ensure that Porterville Transit remains financially and operationally sustainable while continuing to meet the evolving mobility needs of residents. The plan will also align with regional transportation goals and funding opportunities. Fehr & Peers will perform the S RTP study based on the following core tasks.

1. Project Management & Stakeholder Engagement

- Kickoff & Administration: Establish project goals and schedule.
- Community & Stakeholder Engagement Plan: Outline public participation strategies.
- Meetings with City Staff & Stakeholders: Facilitate discussions to

gather input.

2. Goal Development & Alignment

- Document Review: Analyze existing policies and transportation plans.
- Workshops with City Staff: Define objectives and service priorities.

3. Community & Stakeholder Engagement

- Project Website & Survey: Collect feedback from riders and community members.
- Community Meetings & Public Outreach: Conduct direct engagement events.
- Stakeholder Engagement: Collaborate with local and regional partners.
- Media Outlets: Social Media, Website, Surveys, Podcast

4. Analysis of Existing Transit Services

- Agency Profile: Document the City's current transit system.
- Fleet & Facility Inventory: Assess existing infrastructure and equipment.

5. Multimodal & Service Assessment

- Analysis of Existing Transit Services: Evaluate route performance, ridership trends, and service gaps.

6. Service Plan Development

- Alternatives Analysis: Develop and compare potential transit service improvements.
- Financial Feasibility Analysis: Assess the cost implications of proposed service changes.

7. Capital & Financial Plan

- Implementation Plan: Develop strategies for service expansion and infrastructure improvements.

8. Draft & Final SRTP Report

- Draft Report: Summarize findings and recommendations.
- Final Report: Incorporate feedback and finalize SRTP for City

adoption.

In addition to the base scope, Fehr & Peers will offer additional analysis to further support transit planning efforts:

- Southern Tulare County Feasibility Study (Evaluating transit expansion opportunities).
- Title VI Update (Ensuring compliance with federal requirements).
- Transit Asset Management Plan (Assessing long-term infrastructure needs).
- Fare Analysis (Reviewing fare structures and financial sustainability).
- Travel Demand & Transit Market Analysis (Understanding regional ridership patterns).

Next Steps

Fehr & Peers has initiated data collection and stakeholder engagement. The following milestones are planned:

- Community Outreach & Initial Findings: February 21, 2025
- Draft SRTP Presentation: May 2025
- Final SRTP Adoption: June 2025

RECOMMENDATION: Informational only

ATTACHMENTS:

Appropriated/Funded:

Review By:

Department Director:
Richard Tree, Director of Transportation

Final Approver: Jason Ridenour, Interim City Manager



CITY COUNCIL AGENDA – MARCH 4, 2025

SUBJECT: Approval of Draft Minutes of February 18, 2025

SOURCE: Administrative Services

COMMENT: Presented for Council's approval are the draft Minutes of February 18, 2025.

RECOMMENDATION: That the Council approve the draft Minutes of February 18, 2025

ATTACHMENTS: 1. Draft Minutes of February 18, 2025

Appropriated/Funded:

Review By:

Department Director:
Yuliana Andrade, Administrative Services Director

Final Approver: Yuliana Andrade, Administrative Services Director

**CITY COUNCIL MINUTES
CITY HALL, 291 N. MAIN STREET
PORTERVILLE, CALIFORNIA
FEBRUARY 18, 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, questioned who is truly in charge of the city— the council or the city staff and urged the council to reflect on whether they are present for ceremonial purposes or if they are there to effectively manage the city.

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**

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

- A-1. On a MOTION made by Mayor Meister, and SECONDED by Council Member Green the City Council unanimously rejected the claim filed by Alexander Apolonio-Bernal.

Documentation: M.O. 01-021825

Disposition: Claim rejected.

The Pledge of Allegiance was led by Council Member Green.

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

ORAL COMMUNICATIONS

- Leslie Keele, Porterville, read a letter on behalf of her sister, detailing her experience during the Porterville Library fire, the subsequent events, and the need for a new library.
- Wesley Redford, Porterville, expressed his support for a new library and shared his experiences attending the old library.
- Kristin Redford, Porterville, stated that a public library is one of the basic pillars of civilization, and she wants one now.
- Brock Neeley, Porterville, provided handouts to the council that displayed images of council members attending various events together and asked the council to confirm that no official business was discussed during their time in Huntington Beach, as doing so would violate the Brown Act. He also expressed his hope that property owners, both in and out of the city, would be notified regarding the Downtown Porterville Committee.
- Teresa Gonzalez, Porterville, suggested installing a brighter light on the pole across from Plaza De Santa Fe and noted that many bus stop signs need replacement and that traffic in the area is hectic.
- Evelyn Medina, Porterville, supports speed limit signs, senior crossing signs, and a speed bump at Plaza De Santa Fe.
- Jean Vafeades, Porterville, expressed her concerns and asked the staff to reach out to her to explain where the funds would be allocated from for the “Rebranding Transportation” and banners.
- Brian Redford, Porterville, expressed his support for the new library, hoping it will be established soon.
- Lee Qualls, Porterville, expressed his gratitude to the city council and the Porterville Police Department and said that he hopes the council enjoyed their time in Huntington Beach, as they deserve to have a good experience together.

REPORTS

I. City Commission and Committee Meetings

1. Parks & Leisure Services Commission - February 6, 2025

Commissioner Arlene Pena provided several updates, including the Pool Renovation, Shamrock Shape Up Fitness Challenge, Military Banner Program, Youth Sports, the opening day for Pool Party Reservations, and the Fish Derby.

2. Library & Literacy Commission - February 11, 2025 – no report was provided.

3. Arts Commission - February 11, 2025

Vice Chair Emily Luna provided updates regarding a special meeting that discussed the annual chalk art booth at the Spring Festival and the current vacancies.

4. Animal Control Commission – no report was provided.

5. Youth Commission - February 12, 2025

Commissioner Ezucue Leon and Commissioner Sawyer Stevens provided an update on the goals of the youth commission, which include environmental advocacy, self-care, supporting local businesses, and enhancing youth employment experiences. They also discussed a recent event held at the Zalud House.

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

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

Mayor Meister requested that Item No. 4 be pulled for additional discussion, while Vice Mayor McKervery requested pulling Item Nos. 6 and 8 for similar purposes.

COUNCIL ACTION: MOVED by Mayor Meister, SECONDED by that the City Council approve Items Nos. 1-3,5, 7, 9 and 10. The motion carried unanimously.

1. APPROVAL OF 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.

Documentation: M.O. 02-021825

Disposition: Approved.

2. AUTHORIZATION TO RENEW THE WEB HOSTING CONTRACT WITH REVIZE

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.

Documentation: M.O. 03-021825

Disposition: Approved.

3. AUTHORIZATION TO EXECUTE AGREEMENT - PERMITTING SOFTWARE

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.

Documentation: M.O. 04-021825

Disposition: Approved.

5. AUTHORIZATION TO AWARD CONTRACT - FOUNDATION AND DRAINAGE SYSTEM PROJECT FOR FUTURE DRAEGER PROP INSTALLATION

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.

Documentation: M.O. 05-021825

Disposition: Approved.

7. PERMANENT LOCAL HOUSING ALLOCATION (PLHA) PROGRAM YEAR 5 FUNDS APPLICATION

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.

Documentation: M.O. 06-021825

Disposition: Approved.

9. APPROVAL FOR COMMUNITY CIVIC EVENT - SUMMIT COLLEGIATE HIGH SCHOOL - PI DAY PI K FUN RUN - MARCH 8, 2025

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.

Documentation: M.O. 07-021825

Disposition: Approved.

10. 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. 08-021825

Disposition: Approved.

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

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.

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

Mayor Meister opened the Public Hearing at 7:19 p.m.

- Fred Dohnke, Porterville, requested that the council postpone both the proposed changes to airport rates and the leases to allow individuals to make a more informed decision and proposed that the council establish an Airport Committee.
- Briana Groves, Porterville, expressed that she is opposed to the hangar rate and lease changes.
- Brock Neeley, Porterville, expressed his concern that the city's taxpayers, who do not use the airport, are essentially subsidizing the airport for those who enjoy its amenities.
- Stacey Doyle, Porterville, requested that the council postpone the item until a future meeting to review the changes to the lease agreements and rates.
- Elizabeth Raya, Porterville, spoke of her involvement at the airport and is in opposition of any rate and lease agreement changes.
- Bristol French, Porterville, urged the council not to take away something that she loves, such as the airport hangars.
- Mike Quatacker, Porterville, stated that consideration of this item should be postponed until the city can assess viable options to ensure fairness for all.
- Sarah Martin, Porterville, opposed the rate increases and lease changes, noting that the airport community was not properly notified and urged the council to postpone the discussion until a specific meeting date is set to ensure the airport community is informed.
- Chris Shaw, Porterville, echoed the sentiments of all the individuals who spoke before him, opposing the rate changes and lease agreement changes.
- Addison French, Porterville, discussed her history with the Porterville Airport and opposed any rate increases at the airport.
- Miles Elliot, Porterville, is opposed to the proposed lease agreement changes and encourages the council to table the item until further research can be done.
- Steve Page, Porterville, spoke in favor of tabling the item until further information and research can be done.
- Scott Raya, Porterville, spoke in opposition of proposed rate increases to the airport.
- Jessica French, Porterville, urged the council to postpone voting on the approval of the lease and rate changes until there is a better understanding of their impact on the airport community.

- Ms. Rios, Porterville, spoke about how the Porterville Airport Community has helped her daughter grow by providing the resources she needs to succeed.
- Daniel Lovato, Porterville, spoke in favor of postponing the item to a future meeting.
- Danny Rodriguez, Porterville, urged the council to reconsider the rate and lease changes.
- Betty Jo Simons, Porterville, expressed her concerns to the council about whether they fully understand the impact of the proposed changes to both the rates and leases on the airport community and noted that these changes could potentially hinder her ability to sell her hangars.

Mayor Meister closed the Public Hearing at 8:04 p.m. when no one else came forward to speak and expressed that after listening to the community's concerns, he does not wish to hinder the spirit of the airport.

The Council reached a consensus to address the concerns raised by the Airport Community regarding the proposed rate increase and the proposed changes to the language in the lease agreement. They decided to postpone any decisions on these matters until a standing Airport Committee can be established. This committee will consist of nine members, including two council members and seven public members who are representatives from the Porterville Municipal Airport, the Porterville Experimental Aircraft Association, and the Porterville Military Academy. This will allow for more thorough discussions regarding issues affecting the Porterville Airport.

Documentation: None.

Disposition: Direction was provided.

SCHEDULED MATTERS

12. AUTHORIZATION TO AWARD CONTRACT - COMMUNITY CENTER AND PARK PROJECT

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.

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

COUNCIL ACTION: MOVED by Council Member Beltran, SECONDED by Vice Mayor McKervery that the City Council approve staff recommendation. The motion carried unanimously.

Documentation: M.O. 09-021825

Disposition: Approved.

8. AUTHORIZATION TO EXECUTE CONSULTANT AGREEMENT -
CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES FOR
THE COMMUNITY CENTER & PARK PROJECT

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.

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

COUNCIL ACTION: MOVED by Mayor Meister, SECONDED by Vice Mayor Ed McKervery that the City Council approve. The motion carried unanimously.

Documentation: M.O. 10-021825

Disposition: Approved.

13. CONSIDERATION OF APPOINTMENT OF CITY COUNCIL
REPRESENTATIVES TO DOWNTOWN PORTERVILLE COMMITTEE

Recommendation: That the City Council consider appointing 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 Mayor Meister, SECONDED by Council Member Beltran that the City Council appointed Vice Mayor McKervery and Council Member Green to serve on the Downtown Porterville Committee. The motion carried unanimously.

Documentation: M.O. 11-021825

Disposition: Approved.

14. PROPOSED BUDGET CALENDAR FOR FISCAL YEAR 2025-2026
AND SCHEDULING OF PRIORITY PROJECTS STUDY SESSION

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.

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

COUNCIL ACTION: MOVED by Mayor Meister, SECONDED by Council Member Rivas that the City Council approve the proposed Budget Calendar for Fiscal Year 2025-2026 and schedule a Priority Projects Study Session as a Special City Council Meeting scheduled to occur in the early month of April 2025.

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

Documentation: M.O. 12-021825

Disposition: Approved.

4. AUTHORIZATION TO DISTRIBUTE A REQUEST FOR PROPOSALS
FOR BUS STOP SIGNS

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

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

Following a brief discussion by the council, staff was instructed to include a design concept in the Request for Proposals. This concept should aim to incorporate a theme similar to that of the future bus wraps, featuring the Americana theme and the inclusion of the words "In God We Trust."

COUNCIL ACTION: MOVED by Mayor Meister , SECONDED by Vice Mayor McKervery that the City Council authorized the distribution of a Request for Proposals, with the inclusion of Councils direction of incorporating a design concept similar to that of the future bus wraps that are themed with an American Flag concept and with the words "In God We Trust." The motion carried unanimously.

Documentation: M.O. 13-021825

Disposition: Approved.

6. AUTHORIZATION TO APPLY FOR CALHOME GRANT

Recommendation: That the City Council authorize City staff to submit an application for the 2024 Homeownership Super Notice of Funding Availability.

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

Vice Mayor McKervey believes the city should seek additional grant funds to help Porterville residents obtain affordable housing.

Interim City Manager Ridenour explained that the city is requesting a specific amount of funds because they are confident they can spend this amount within two years. If the city were to apply for a larger sum and fail to use the funds quickly, the Housing and Community Development (HCD) could reclaim the unused funds. This would make it more difficult for the city to secure funding in the future for those who seek to obtain affordable housing.

COUNCIL ACTION: MOVED by Vice Mayor McKervey, SECONDED by Mayor Meister that the City Council authorize staff to submit an application for the 2024 Homeownership Super Notice of Funding Availability. The motion carried unanimously.

Documentation: M.O. 14-021825

Disposition: Approved.

AB 1234 REPORTS

1. Eastern Tule Groundwater Sustainability Agency (ETGSA) - February 5, 2025
Council Member Green provided an update on the approval of the ETGSA Dry Land Farming Non-Irrigated Form. He also discussed the land subsidence management area and gave an overview of the organizational restructuring at the subbasin level to address concerns raised by the state water board.

2. Local Initiatives Navigation Center Committee (LINC) - February 5, 2025
Council Member Beltran provided updates on several items of interest such as the approval of Minutes, a donation increase, and the Navigation Center.

ORAL COMMUNICATIONS

- Brian Redford, Porterville, urged the council to direct staff to provide the citizens with a library that meets the needs that the community deserves.

OTHER MATTERS

- Council Member Beltran spoke of his attendance at the fifth-anniversary event of the library fire. He praised the efforts of both the fire and police departments for recent events that occurred. He also noted the new trash receptacles around the city, stating that they look great. Additionally, he discussed the progress of the Villa Street Reconstruction Project and shared his experience using the Santa Fe Byway trail.
- Council Member Green suggested designing and selling a baseball cap for the City of Porterville.
- Vice Mayor McKervey expressed his gratitude to Transportation Director Rich Tree for gracefully handling the significant criticism he received during the meeting and spoke of his attendance at the Word Ag Expo. He also mentioned that he discussed matters with the City Manager, which led to the decision to halt the removal of trees on Main Street as part of the Main Street Reconstruction Project. McKervey also shared his positive experience at the Airport Café and emphasized that the airport is a valuable asset that should be promoted as a destination. He highlighted the potential benefits of establishing a Pilot Lounge at the airport. The Vice Mayor reaffirmed his support for the airport community and briefly touched on the ongoing library project. Additionally, Vice Mayor McKervey requested that an agenda item be included for a future meeting to discuss the timeline for agenda distribution.

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 discuss the agenda distribution timeline. The motion carried unanimously.

Documentation: M.O. 15-021825

Disposition: Approved.

- Mayor Meister addressed comments made by the public regarding the library. He corrected those comments, reaffirming his support for the library, and stated that he opposes any bonds or tax increases. Additionally, he expressed his desire to memorialize Captain Figueroa and Firefighter Jones with a bronze statue at the entrance of the new library facility. Mayor Meister also mentioned his attendance at the memorial service for both individuals earlier that day. Furthermore, he spoke about the Porterville Wall of Fame recipients for the year 2025 and shared his experience at the World Ag Expo. He suggested scheduling a meeting to discuss Covid-19. Lastly, Mayor Meister requested that an agenda item be included for a future meeting to consider a support letter for the League of California Cities.

COUNCIL ACTION: MOVED by Mayor Meister, SECONDED by Vice Mayor McKervey that the City Council approve Mayor Meister's request to bring an item at a future meeting to discuss a support letter for a League of Charter Cities. The motion carried unanimously.

Documentation: M.O. 16-021825

Disposition: Approved.

Mayor Meister also requested that an agenda item be included for a future meeting to consider an ordinance in the city of Porterville, to protect women's safe spaces.

COUNCIL ACTION: MOVED by Mayor Meister, SECONDED by Vice Mayor McKervery that the City Council approve Mayor Meister's request to bring an item at a future meeting to consider a draft ordinance to protect women's safe spaces. The motion carried unanimously.

Documentation: M.O. 17-021825

Disposition: Approved.

The Council reconvened into a Closed Session at 9:49 p.m. City Attorney Lew stated that it was not expected there would be anything to report afterward.

CLOSED SESSION

None.

ADJOURNMENT –

The Council adjourned at 10:45 p.m. to the meeting of March 4, 2025, at 5:30 p.m.

Fernando Gabriel-Moraga,
Acting Chief Deputy City Clerk

SEAL

Greg Meister, Mayor



CITY COUNCIL AGENDA – MARCH 4, 2025

SUBJECT: Authorization to Repair City Well No. AP-2

SOURCE: Public Works

COMMENT: The City of Porterville's Well No. AP-2, located on the east side of West Street, north of Edison Court, has experienced a failure of its 125-horsepower electric motor. To maintain adequate water system pressure and production throughout the City, all wells must remain operational, making it essential to restore Well No. AP-2 as soon as possible.

To address the issue, the City requested quotes from four local pump repair companies, receiving the following responses:

<u>Company</u>	<u>Total</u>
Carver Pump Service	\$13,453.86
W.P.I Water Sources	\$13,710.14
Turnupseed Electric Service Inc.	\$15,180.48
Willitts Pump	\$16,403.23

Carver Pump Service submitted the lowest quote and is available to begin repairs immediately. The total cost of the repair, including parts, taxes, labor, and a ten percent (10%) contingency, will not exceed \$14,800. Funding for this project will come from the Water Operating Fund.

RECOMMENDATION: That City Council:

1. Direct the Finance Director to initiate a purchase order for Carver Pump Service for an amount not exceeding \$14,800 (including all parts, taxes, labor, and a 10% contingency) for the repair of City Well No. AP-2; and
2. Direct the Finance Director to make the payment to Carver Pump Service upon receipt of the invoice approved by the Public Works Director.

ATTACHMENTS:

1. Carver Pump Quote
2. WPI Quote
3. Turnupseed Electric Services Inc. Quote

Item No. 2.

4. Willitts Pump Quote
5. Airport 2 Location Map

Appropriated/Funded:

Review By:

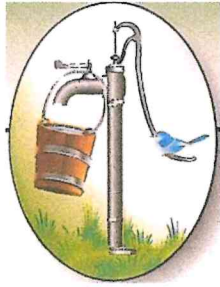
Department Director:
Michael Knight, Assistant City Manager

Final Approver: Jason Ridenour, Interim City Manager

PUMP SERVICE

139 North Cain Street
Visalia, California 93292
(559) 622-0622

LICENSE - C61 D21 #547257



Estimate #

Date _____

2/18/2025

Customer

CITY OF PORTERVILLE

Address

Telephone

JOHN 559-756-3515

DESCRIPTION	AMOUNT
1-NEW 125HP GE ULTRA MOTOR	
LABOR TO INSTALL MOTOR WIRE UP & START UP/CHECK	
sub total	\$ 11,902.85
SALES TAX	\$ 1,101.01
LABOR	\$ 450.00
TOTAL	\$ 13,453.86

Acceptance of this proposal is an agreement by the customer to pay in full for all services within 30 days of the date invoiced. Carver pump will charge, and customer agrees to pay, finance charges of 2 percent per month on the unpaid balance.

CARVER PUMP SERVICE

CUSTOMER

Salesman

Jeffrey Demacabalin

Approved by

Purchaser

Address



WPI Water Resources, Inc

PO BOX 100
Ducor, CA 93218
559-535-5324
wpi@wpiwaterresourcesinc.com

Estimate

ADDRESS
Jonny Pruitt
City of Porterville

ESTIMATE 2502-3036
DATE 02/20/2025
EXPIRATION DATE 02/27/2025

DESCRIPTION

Location: Porterville
This is a estimate to install a new motor.

125 Hp GE Motor

Labor to install new motor

Contact WPI Water Resources, Inc to pay.	SUBTOTAL	12,591.66
	TAX (9.25%)	1,118.48
	TOTAL	\$13,710.14

Accepted By

Accepted Date



Turnupseed Electric Service, Inc.
1580 South "K" Street * P.O. Box 26
Tulare, CA 93274
(559) 686-1541 Fax. (559) 686-4454

QUOTATION NO.

021825BA-2

TO: City of Porterville

DATE: 02/18/2025

ATTN: Johnny

ITEM NO.	DESCRIPTION	UNIT NET PRICE	UNIT	TOTAL
	US Motors Cost:	\$14,777.54		
	US Motor 125 HP 1785 RPM 460 V WPI			
	405TP			
	ETA 2 Weeks			
	GE V.H.S Cost:	\$13,831.48		
	GE 125 HP 1800 RPM 460 V Ultra L405TP16			
	ETA 1 Week			
	Quote does not cover any unforeseen damages			
	Taxes and Shipping included			

We agree to furnish the above items at the price listed provided this quotation is accepted within 30 days from this date 02/18/2025

Respectfully Submitted,

Accepted:

By: *Brian Ayers*

Brian Ayers
Motor Shop Manager
Turnupseed Electric Service, Inc.



Since 1947

Turnupseed Electric Service, Inc.

February 21, 2025

Mr. Johnny Pruitt
City of Porterville
291 N. Main Street
Porterville, CA 93257

RE: 125 HP MOTOR SET

Dear Mr. Johnny Pruitt:

We are pleased to submit for your acceptance, our quotation for the 125 HP pump motor to be set at your well site located in Porterville. Please review the following:

SCOPE OF WORK

1. Make sure proper Lock out tag out on electrical source.
2. Deliver new motor to site.
3. Set new pump motor on base.
4. **Note: Not connecting electrical or setting shaft height on pump.**

Total cost for materials, equipment and labor is a not to exceed amount of
One Thousand Three Hundred Forty Nine Dollars (\$1,349.00)

Please note that the above quotation is at our regular time labor rate and does not cover any unforeseen circumstances. Any work that must be done on an overtime or emergency basis will be billed to you on a separate service order. This quotation is valid for 30 days, or until March 21, 2025

If you have any questions, please do not hesitate to call me.

Respectfully submitted,

Shane W. Ashburn

Shane W. Ashburn
Service Manager
T.E.S.T. Division

15,180.48

Office: (559) 594-5020
30548 Rd 196
P.O. Box 1110
Exeter Ca 93221
Dennis@willittspump.com

Class A Lic. # 675312

PRICE ESTIMATE

VALID FOR 30 DAYS

2/19/2025
City of Porterville

2182024
125 hp GE Motor

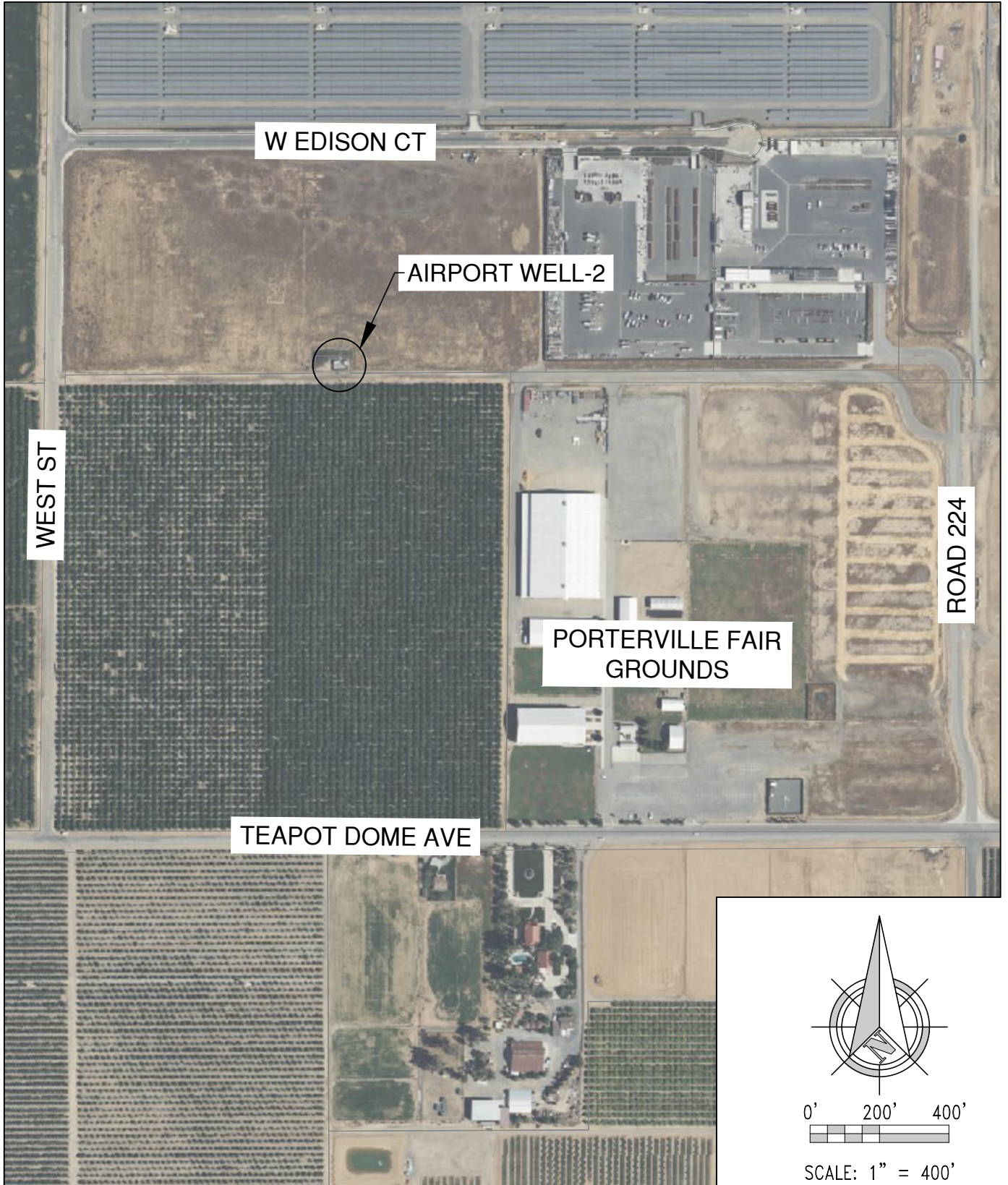
QTY		UNIT	TOTAL
	Materials as follows		
1	125Hp 460 PWS/3 Wp 1 1.5BX L405tp16 7539 CD 38.94 V4424 GE		\$ 14,602.50
	Labor		
2	Install 125 hp motor 2-man 2hours \$225.00/hr will adjust time if less		\$450.00
			\$ -
			\$ -
1	Sales tax @ 9.25% on materials		\$ 1,350.73

Quoted by: Dennis Brown (559)731-4740

A finance charge of 1 1/2% per month (APR 18%) will be charged on all past due accounts over 30 days. We cannot be responsible for customers materials left in our shop or yard for or over 90 days. 1 year warranty on all pumps. Willitts Equipment Inc is not responsible for quality or quantity of your water.

Grand Total

\$ 16,403.23



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

LOCATOR MAP

DRAWN BY	GG
CHECKED BY	
SCALE	1" = 400'
DATE	1/25/2024

SHEET
1
OF
1



CITY COUNCIL AGENDA – MARCH 4, 2025

SUBJECT: Authorization to Advertise for Bids - Henrahan Street Reconstruction Project (Morton Avenue to Grand Avenue)

SOURCE: Engineering and Project Management

COMMENT: The Plans and Project Manual have been prepared for the Henrahan Street Reconstruction Project. This project includes the removal and replacement of existing asphalt, curb, gutter, sidewalk, storm drain pipe, replacement of the existing water main, a new fire hydrant, and other appurtenances to complete the project. This work was originally included with the Grand Avenue Reconstruction Project but had to be separated to meet the guidelines and timing for the design funding.

The Engineer's Estimate of Probable Cost for the project is \$1,295,955. An additional \$129,595 is necessary for construction contingency (10%) and \$129,595 is required for construction management, surveying, quality control, and inspection services (10%), equating to a total construction cost of \$1,555,145.

Funding for this project is provided from various sources, including: Measure I in an amount of \$543,834, Sewer revolving fund in the amount of \$100,000, Water Replacement fund of \$506,000. Additional funding in the amount of \$405,311 is needed to fully fund the project. Funding from Road Repair & Accountability Act Funds (SB1) is available to resolve the funding gap.

RECOMMENDATION: That the City Council:

1. Authorize staff to advertise for bids on the project;
2. Authorize an appropriation of \$405,311 of Funding from Road Repair & Accountability Act Funds (SB1) funds to fully fund the project; and
3. Authorize the City Engineer to negotiate surveying services with one of the on-call engineering services firms as approved by Council MO #04-041922.

ATTACHMENTS:

1. Locator Map
2. Engineer's Estimate

Appropriated/Funded:

Review By:

Department Director:

Javier Sanchez, Engineering & Project Management Director

Final Approver: Jason Ridenour, Interim City Manager



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

HENRAHAN STREET RECONSTRUCTION PROJECT

DRAWN BY	GG
CHECKED BY	
SCALE	1" = 200'
DATE	2/25/2025

SHEET
1
OF
1

PROJECT: 91106 - Henrahan Street Road Reconstruction

Base Bid Part A - Concrete					
ITEM	UNIT			EST.	TOTAL
NO	PRICE	UNIT	ITEM	QUANTITY	PRICE
A1	\$12,500.00	LS	Mobilization, Demobilization and Cleanup	1	\$12,500.00
A2	\$11,200.00	LS	Dust Control & Project Site Maintenance	1	\$11,200.00
A3	\$15,000.00	LS	Furnish and implement Traffic Control Plan (Maintaining Traffic) (Traffic Control)	1	\$15,000.00
A4	\$10,000.00	LS	Furnish Utility Locating	1	\$10,000.00
A5	\$10,000.00	LS	SWPPP, Storm Water Pollution Plan	1	\$10,000.00
A6	\$20,000.00	LS	Concrete Removal	1	\$20,000.00
A7	\$15,000.00	EA	Remove and Replace ADA Ramps per details shown including all sidewalk curb and gutter transitions and spandrels. A minimum 2' temporary pave-out Also remove and replace a 5' sidewalk transition on each side of the ramp.	2	\$30,000.00
A8	\$20.00	LF	AC Dike	109	\$2,180.00
A9	\$20.00	SF	Drive Approach	482	\$9,640.00
A10	\$20.00	SF	Sidewalk	555	\$11,100.00
A11	\$55.00	LF	Install Curb and Gutter	2121	\$116,655.00
TOTAL BID PART A					\$248,275.00

Base Bid Part B - Road Work					
ITEM	UNIT			EST.	TOTAL
NO	PRICE	UNIT	ITEM	QUANTITY	PRICE
B1	\$45,000.00	LS	Provide Demolition, Clearing, and Grubbing as necessary including removal of base material and existing asphalt removal by milling. Asphalt millings delivered to City per Specifications	1	\$45,000.00
B2	\$60,000.00	LS	Roadway Excavation and Subgrade Preparation	1	\$60,000.00
B3	\$2,000.00	EA	Adjust Manhole Frame and Cover to subgrade level and to finished grade level	4	\$8,000.00
B4	\$1,200.00	EA	Adjust water valves to finished grade per City Std. W-7	16	\$19,200.00
B5	\$60.00	Ton	Install Class II Aggregate base R Value per Specifications. (10 inch)	2520	\$151,198.75
B6	\$150.00	Ton	Asphalt Concrete, Type 'A' (6 inch)	1773	\$265,901.25
B7	\$20,000.00	LS	Signage, Pavement Striping and Marking and Raised Pavement Markers	1	\$20,000.00
TOTAL BID PART B					\$569,300.00

Base Bid Part C - Water & Storm Drain					
ITEM	UNIT			EST.	TOTAL
C1	\$6,000.00	LS	Sheeting and Shoring	1	\$6,000.00

PROJECT: 91106 - Henrahan Street Road Reconstruction

			Provide Demolition, Clearing, and Grubbing as necessary including removal of existing asphalt and base materials as required for water main replacement		
C2	\$8,400.00	LS		1	\$8,400.00
C3	\$375.00	LF	Install 18" RCP Storm Drain Pipe	82	\$30,750.00
C4	\$8,700.00	EA	Install Storm Drain Catch Basin	3	\$26,100.00
C5	\$6,000.00	EA	Install 8" Hot Tap Sleeve	2	\$12,000.00
C6	\$2,500.00	EA	Install 8" 45 Degree Bend	6	\$15,000.00
C7	\$2,500.00	EA	Install 8" 90 Degree Bend	1	\$2,500.00
C8	\$4,000.00	EA	Install 8" Gate Valve	11	\$44,000.00
C9	\$2,500.00	EA	Install 8"x8"x6" Tee	1	\$2,500.00
C10	\$2,500.00	EA	Install 8"x8"x4" Tee	4	\$10,000.00
C11	\$2,500.00	EA	Install 8" Tee	4	\$10,000.00
C12	\$3,000.00	EA	Install 8" Temporary Blow Off	3	\$9,000.00
C13	\$120.00	LF	Install 8" DR 18 Water Pipe	1639	\$196,680.00
C14	\$3,200.00	LF	Remove Existing Water Service and Install New 1" Water Service Assembly	4	\$12,800.00
C15	\$11,000.00	EA	Install Fire Hydrant Assembly	1	\$11,000.00
C16	\$40,000.00	LS	Install Trench Patch and Maintenance of trench patch at all times.	1	\$40,000.00
C17	\$50.00	LF	Abandon Existing Water Main	433	\$21,650.00
C18	\$10,000.00	LS	Perform acceptance testing	1	\$10,000.00
TOTAL BID PART C					\$478,380.00

Project Total Part A + Part B + Part C	\$1,295,955.00
Total Project Cost	\$1,295,955.00

Project Manager

Date

Daniel Carrantes

City Engineer

Date

Javier Sanchez Jr.

Engineering and Project Management Director

Date





CITY COUNCIL AGENDA – MARCH 4, 2025

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

SOURCE: Public Works

COMMENT: The Transportation Department seeks authorization to release a Request for Proposals (RFP) to replace aging and deteriorating bus stop shelters. The replacement effort is driven by the need to adhere to the established replacement schedule, address the shelters' deteriorating condition, and minimize ongoing maintenance costs. Many of the existing shelters have surpassed their expected lifespan, showing significant wear and damage from exposure to weather and vandalism. The new shelters will enhance rider comfort, safety, and accessibility while reducing long-term maintenance needs.

Historically, the Transportation Department has budgeted for the systematic replacement of bus stop shelters, signage, and other transit-related infrastructure, much like the scheduled replacement of the transit fleet. This ensures that facilities remain in good condition, reduce repair costs over time, and continue to meet the needs of the community.

The selected firm shall work collaboratively with City staff to develop a bus stop shelter design that reflects the Americana theme through appropriate colors, materials, and structural aesthetics. The design must integrate the City's motto, "In God We Trust," in a respectful and aesthetically pleasing manner while ensuring weather protection, seating, and adequate lighting for passenger safety and comfort. The shelters should be designed for durability, vandal resistance, and weather resilience to withstand environmental conditions. The firm must provide multiple design mockups for City review and approval before finalizing the design.

For this project, \$644,000 has been allocated, with 80% (\$515,200) funded by the Federal Transit Administration (FTA) and 20% (\$128,800) through local transportation funds. The RFP will seek qualified vendors whose proposals meet the City's requirements for design, durability, maintainability, cost, and long-term suitability for the transit system.

Upon Council approval, the RFP will be released within five business days. Proposals will be accepted for 30 days, after which a selection

committee will evaluate submissions based on established criteria. An item will be brought before the City Council for final quantities, location, and approval, with installation anticipated to begin 6-months thereafter.

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

ATTACHMENTS: 1. DRAFT RFP Bus Shelters_2.27.25

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 SHELTERS**



March 4, 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 SHELTERS**

PROPOSALS will be received by the Transportation Department, submitted through the Public Purchase website, until 2:00 P.M. on Thursday, April 17, 2025, for the Contract to purchase a maximum of (35) thirty-five bus shelters. **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:

March 11, 2025

Table of Contents

Section I - Instructions	4
Section II – Standard Terms and Conditions	14
Section III – Special Terms and Conditions	25
Section IV – Insurance and Indemnification	34
Section V - SCOPE OF WORK	38
Section VI – Federal Transit Administration (FTA) Terms and Conditions	43
Exhibit A – Required Forms	68
Exhibit B – Sample General Services Agreement	75

Section I - Instructions

RFP/Agreement Schedule

Event	Date of Event
RFP Available to the public	March 11, 2025
Required Site Tour	Not Required
Deadline to submit questions	March 27, 2025
Proposal submittal deadline @ 2:00 pm PST	April 17, 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	May 6, 2025
Contract Begins	May 20, 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.**

Scope of Service

The City of Porterville is seeking proposals from qualified firms to design, manufacture, and deliver bus stop shelters that enhance passenger comfort, safety, and accessibility. The new bus stop shelters must align with the City's branding, incorporating the Americana theme and prominently representing the City's motto, "In God We Trust." The shelters and associated materials must be compliant with Americans with Disabilities Act (ADA) requirements to ensure accessibility for all riders.

The selected firm shall work collaboratively with City staff to develop a bus stop shelter design that reflects the Americana theme through appropriate colors, materials, and structural aesthetics. The design must integrate the City's motto, "In God We Trust," in a respectful and aesthetically pleasing manner while ensuring weather protection and seating for passenger safety and comfort. The shelters should be designed for durability, vandal resistance, and weather resilience to withstand environmental conditions. The firm must provide multiple design mockups for City review and approval before finalizing the design.

Quantity and Size

Quantity	Shelter Dimensions
11	5' x 8'
20	5' x 10'
0	5' x 12'
0	5' x 16'
4	5' x 20'

Preferred Style

- [Brasco Interlude Arch](#)
- [Brasco Interlude Straight](#)
- [Tolar Crescent Series](#)

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.
- Shop drawings of the complete shelter layout including cut section and connection details.
- Submit structural engineering design documents bearing the seal of a structural engineer registered in the State of California for each shelter model.
- Submit Concrete Pad Design and Analysis for each shelter model.
- 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 shelter finish (available upon request).

Quality Assurance

- Shelter shall be designed to comply with local building codes.
- Shelter manufacturer shall have a minimum of 10 years’ experience in designing and fabrication of the specified shelter.

Delivery and Storage

- Walls, roof, and other components shall be assembled to the maximum extent possible in clearly labeled crates and cartons.
- 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 shelter 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

Materials

- All extruded aluminum components shall be 6063T5 or 6061T6.
- Components shall be sized to comply with the load requirement for the project and shall not be less than the dimensions shown on the plan and indicated in this specification.

Columns

- Columns shall be welded “I” Beams in curved shape with 3/8” Front and Rear Aluminum Plates and 1/4” Aluminum Plate Web.

Roof

- Roof style shall be Arched with welded 1/4” thick aluminum double blade rafters.
- Roof glazing shall consist of 1/4” acrylic in bronze, clear, or white finish (TBD).
- Roof assembly shall include fully welded columns and rafters. All welds to be ground smooth.
- Welded rafter blade assemblies shall be counterbalanced with structural turnbuckles. Turnbuckles shall be 1 1/4” diameter with 1/2” connector plates welded at each end.

Fasteners

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

Wall Panel Assembly & Layout

- Wall panels shall be 0.090” Perforated Aluminum Panels with 1/4” holes x 3/8” stagger.
- Shelter layout shall be rear wall only.
- Rear wall shall include advertising/artwork panels the full length of shelter.
- Media provided by City
 - (Sample Style Below)



Bench

- Quantity and Size is dependent on length of shelter.
- Bench to consist of a perforated aluminum seat and one seat divider and will have a powder coat painted finish.

Solar Lighting

- No

Advertising Box

- No

Display Case

- 24" width x 36" length
- Stainless steel welded tube frame
- Piano Hinge Door
- Tamper-resistant Hardware
- Media provided by City

Right or Left Windscreen

- No

Finishes

- All aluminum surfaces shall be Polyester Powder Coat with a minimum 4-stage pretreatment, and a finish coat 4 – 5 mil thickness: color (Clear).

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 – MARCH 4, 2025

SUBJECT: Assignment of Airport Lease - Lot No. 45

SOURCE: Public Works

COMMENT: Aircraft 445, LLC is the current leaseholder of Lot No. 45 at the Porterville Municipal Airport. Thomas O'Sullivan, Member of Aircraft 445, LLC, has sold the hangar located on the lot and is requesting the transfer of the lease to the new owner, Briana M. Groves. Briana M. Groves is requesting City Council authorization to assume the existing lease agreement between the City and Aircraft 445, LLC. The original lease agreement terminates on June 30, 2032. The hangar will be utilized for the parking and storage of aircraft.

RECOMMENDATION: That the City Council:

1. Approve the Assignment of Lease for Lot No. 45 at the Porterville Municipal Airport from Aircraft 445, LLC to Briana M. Groves; and
2. Authorize the Mayor to sign the Lessor's Consent to Assignment of Lease Agreement on behalf of the City.

ATTACHMENTS:

1. Assignment of Lease
2. Draft Lessor's Consent to Assignment of Lease Agreement
3. Letters of Request
4. Bill of Sale
5. Locator Map

Appropriated/Funded:

Review By:

Department Director:
Richard Tree, Director of Transportation

Final Approver: Jason Ridenour, Interim City Manager

**ASSIGNMENT OF LEASE
PORTERVILLE MUNICIPAL AIRPORT**

THIS AGREEMENT, made this 6th day of August, 2024, by and between Aircraft 445, LLC, Attn: PJO Holdings, [REDACTED] owner of a hangar on Lot 45 at the Porterville Municipal Airport, as the Assignor, and Briana M. Groves, [REDACTED] as the Assignee.

In consideration of the mutual covenants herein contained, each act to be performed hereunder, and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Effective June 1, 2024, Assignor hereby assigns, transfers and conveys to Assignee all of his right, title and interest as Lessee, in, to and under a certain Lease Agreement dated July 1, 2022 (hereinafter "Lease"), executed by and between the City of Porterville, as Lessor, and Aircraft 445, LLC, as the original Lessees, providing for the letting of certain premises located at the Porterville Municipal Airport, Porterville, California, being more particularly described as follows:

Airport land Lot No. 45, containing a total area of approximately 5,180 square feet, and establishing a Lease terminating on June 30, 2032.

2. Effective June 1, 2024, Assignee hereby accepts and assumes all of the obligations, responsibilities and liabilities of Assignor under said Lease, and agrees to perform said Lease Agreement according to its terms, covenants and conditions, without exception, and Assignee understands and agrees that Landlord makes no warranty or representation that either Assignor or Assignee would be given an exclusive use in the Porterville Municipal Airport for the use thereof by Assignor and/or Assignee, except as provided in the Lease.

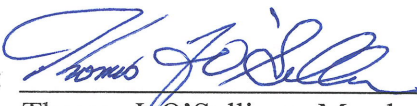
3. Upon execution of this Assignment of Lease and Landlord's consent hereto, the parties' Noticed Address shall be as set forth herein above. The parties further understand there is a \$150 assignment fee, payable to the City of Porterville, and the Assignee must provide proof of aircraft and hangar owner's liability insurance within thirty (30) days of Council approval.

4. Assignor hereby covenants said Lease as valid and existing and hereby warrant that Assignor is not in default as of the date of this Assignment.

5. This Assignment shall be binding upon and shall inure to the benefit of the respective parties, their successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment of Lease as of the date first above written.

ASSIGNOR:
Aircraft 445, LLC

BY: 
Thomas J. O'Sullivan, Member

ASSIGNEE:

BY: 
Briana M. Groves

**LESSOR'S CONSENT TO ASSIGNMENT OF LEASE AGREEMENT
PORTERVILLE MUNICIPAL AIRPORT
AIRPORT HANGAR LOT NO. 45**

The City of Porterville, a municipal corporation of the State of California, being the Landlord under the Lease for Airport Hangar Lot No. 45, described in the foregoing Assignment, hereby consents to the foregoing Assignment of Lease Agreement from Aircraft 445, LLC to Briana M. Groves, terminating June 30, 2032, for the parking and storage of aircraft, upon the expressed condition that there shall be no further assignment without the prior written consent of the Landlord.

Dated this 4th day of March, 2025.

CITY OF PORTERVILLE

BY: _____
Greg Meister
MAYOR, CITY OF PORTERVILLE

"LESSOR"

ATTEST: _____
Jason Ridenour, CITY CLERK

APPROVED AS TO FORM:

BY: _____
Julia Lew, City Attorney

June 1, 2024

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

Subject: Relinquishment of Lease Agreement on Airport Hangar Lot 45 (KPTV)

Dear Ms. Rodriguez,

I have sold the hangar located on Lot 45 at Porterville Municipal Airport (KPTV) to Briana Groves, also indicated by the attached Bill of Sale.

I wish to relinquish the lease as of June 1, 2024, or the next soonest date available, and allow Ms. Groves to assume the lease under the original existing terms, conditions and rates.

Please assign the lease with a beginning date of June 1, 2024, or the next soonest date available to Ms. Groves.

If you require anything further of me, please let me know. I may be reached at ([REDACTED]) or via email [REDACTED]

Your consideration in this matter is greatly appreciated.

Respectfully,

A handwritten signature in black ink, appearing to read "Thomas J. O'Sullivan". The signature is fluid and cursive, with the first name "Thomas" and last name "O'Sullivan" clearly distinguishable.

Thomas J. O'Sullivan

June 1, 2024

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

Subject: Assume Existing Lease Agreement on Airport Hangar Lot 45 (KPTV)

Dear Ms. Rodriguez,

I am requesting to assume the existing lease agreement for the hangar located on Lot 45 at Porterville Municipal Airport (KPTV), beginning June 1, 2024, or the next soonest date available from Mr. O'Sullivan.

Date of occupancy would take effect immediately. The hangar will be for personal business use and not sub-leased to another party.

If you require anything further of me, please let me know. I may be reached at [REDACTED] or via email [REDACTED]

Your consideration in this matter is greatly appreciated.

Respectfully,


Briana M. Groves

 Briana Groves [REDACTED]
To: Janie Rodriguez

Caution! This message was sent from outside your organization.

Yes. We have an airplane and a helicopter. The helicopter is utilized to provide frost protection and cherry drying.

Let me know if you need anything else.

Briana Groves

BILL OF SALE

Be it known, that for good consideration, and in payment of the sum of \$ 30,000.00, the receipt and sufficiency of which is acknowledged, the undersigned

Thomas J. O'Sullivan (Seller) hereby sells and transfers to
Briana M. Groves (Buyer) and its successors and assigns
forever, the following described chattels and personal property:

Description of Property Sold: 50'x70' metal building/hangar located on Lot 45 at
the Porterville Municipal Airport (KPTV)

Seller warrants to Buyer it has good and marketable title, has full authority to sell and transfer said building, and that said building/lessee of property is sold free of all liens. Sold as is without any warranty, implied or otherwise.

SOLD AS IS TO Briana M. Groves

ADDRESS [REDACTED]

DATE June 1, 2024

SELLER SIGNATURE 

BUYER SIGNATURE 

AIRPORT LEASE SITES



TAXIWAY

TAXIWAY

HANGAR ROAD

HOPE ROAD

THUNDERBOLT DR.

ADMIN.
BLD.

44A 44B 44C

40	41	42	43
36	37	38	39

45

46A 46B 46C 46D

35

A	B	C	34	D	E	F
---	---	---	----	---	---	---

33

32A B C

31C

31A

31B

30B

30A1

30A2

30A3

47

50



CITY COUNCIL AGENDA – MARCH 4, 2025

SUBJECT: Assignment of Airport Lease - Lot No. 32B

SOURCE: Public Works

COMMENT: Mason Daniel Racing is the current leaseholder of Lot No. 32B at the Porterville Municipal Airport. Mason Daniel, Owner of Mason Daniel Racing, has sold the hangar located on the lot and is requesting the transfer of the lease to the new owner, Frederick W. Dohnke. Frederick W. Dohnke is requesting City Council authorization to assume the existing lease agreement between the City and Mason Daniel Racing. The original lease agreement terminates on April 30, 2025. The hangar will be utilized for the parking and storage of aircraft.

RECOMMENDATION: That the City Council:

1. Approve the Assignment of Lease for Lot No. 32B at the Porterville Municipal Airport from Mason Daniel Racing to Frederick W. Dohnke; and
2. Authorize the Mayor to sign the Lessor's Consent to Assignment of Lease Agreement on behalf of the City.

ATTACHMENTS:

1. Draft Lessor's Consent to Assignment of Lease Agreement
2. Letter of Request
3. Bill of Sale
4. Locator Map

Appropriated/Funded:

Review By:

Department Director:
Richard Tree, Director of Transportation

Final Approver: Jason Ridenour, Interim City Manager

**LESSOR'S CONSENT TO ASSIGNMENT OF LEASE AGREEMENT
PORTERVILLE MUNICIPAL AIRPORT
AIRPORT HANGAR LOT NO. 32B**

The City of Porterville, a municipal corporation of the State of California, being the Landlord under the Lease for Airport Hangar Lot No. 32B, described in the foregoing Assignment, hereby consents to the foregoing Assignment of Lease Agreement from Mason Daniel Racing to Frederick W. Dohnke, terminating April 30, 2025, for the parking and storage of aircraft, upon the expressed condition that there shall be no further assignment without the prior written consent of the Landlord.

Dated this 4th day of March, 2025.

CITY OF PORTERVILLE

BY: _____
Greg Meister
MAYOR, CITY OF PORTERVILLE

"LESSOR"

ATTEST: _____
Jason Ridenour, CITY CLERK

APPROVED AS TO FORM:

BY: _____
Julia Lew, City Attorney

24 February 2025

MEMORANDUM FOR CITY OF PORTERVILLE

FROM: FRED DOHNKE, [REDACTED]

SUBJECT: Assumption of Lease for Hangar 32B

1. I purchased the T hangar built on airport lot 32B from Mason Daniel in October of 2024. I, Fred Dohnke, request to assume the lease for the land that Hangar 32B is on.
2. The hangar will be used for aviation purposes. I plan to store and operate a 1955 Beechcraft F35 Bonanza, FAA registration N3826B, that I am currently in the process of purchasing in Hangar 32B. Other aircraft may be temporarily stored there.
3. I can be reached at [REDACTED]



Fred Dohnke

[REDACTED] Porterville CA

CALIFORNIA GENERAL BILL OF SALE

Date: 09/05/2024 (mm/dd/yyyy)

Seller

Full Name: Mason Daniel Racing Street Address: 2075 W Scranton Ave
City: Porterville State: California ZIP: 93257
Phone Number (#): 559-853-7300 Email: masondaniel@yctinc.com

Buyer

Full Name: Frederick Dohnke Street Address: 545 Brandy Way
City: Porterville State: CA ZIP: 93257
Phone Number (#): 916-211-0209 Email: fdohnke@yeshoo.com

Description of property:

Airplane Hanger 32B @ The Porterville Airport, AS IS

Purchase price: \$ 6,000

I, the undersigned **Seller**, agree to sell the above described personal property for the purchase price and certify that all of the information contained in this document is true and accurate to the best of my knowledge.

I the undersigned **Buyer**, recognize this document as a receipt for the personal property in exchange for the purchase price. I understand that the personal property is being sold in "as is" condition and that after the sale I will agree not to hold the Seller liable for any found defects.

Seller Signature: [Signature] Printed Name: Mason Daniel

Buyer Signature: [Signature] Printed Name: Fred Bohnte

Witness 1 Signature: _____ Printed Name: _____

Witness 2 Signature: _____ Printed Name: _____

ACKNOWLEDGMENT OF NOTARY PUBLIC

STATE OF _____
_____ COUNTY, ss.

On _____ (mm/dd/yyyy), before me appeared
_____ as **Seller** of this Bill of Sale who proved to me through government
issued photo identification to be the above-named person, in my presence executed foregoing
instrument and acknowledged that he/she executed the same as his/her free act and deed.

Notary Public

My commission expires: _____

STATE OF _____
_____ COUNTY, ss.

On _____ (mm/dd/yyyy), before me appeared
_____ as **Buyer** of this Bill of Sale who proved to me through government
issued photo identification to be the above-named person, in my presence executed foregoing
instrument and acknowledged that he/she executed the same as his/her free act and deed.

Notary Public

My commission expires: _____

AIRPORT LEASE SITES



TAXIWAY

TAXIWAY

44A 44B 44C

40	41	42	43
36	37	38	39

45

46A 46B 46C 46D

35

A B C 34 D E F

33

32A B C

31C

31A 31B

30B

30A1 30A2 30A3

HANGAR ROAD

SUBJECT LOCATION

47

50

HOPE ROAD

THUNDERBOLT DR.

ADMIN.
BLD.

AIRPORT LEASE SITES



TAXIWAY

TAXIWAY

HANGAR ROAD

HOPE ROAD

THUNDERBOLT DR.

ADMIN.
BLD.

44A 44B 44C

40 41 42 43
36 37 38 39

45

46A 46B 46C 46D

35

A B C 34 D E F

33

32A

B C

31C

31A

31B

30B

30A1

30A2

30A3

SUBJECT
LOCATION

47

50



CITY COUNCIL AGENDA – MARCH 4, 2025

SUBJECT: Assignment of Airport Lease - Lot No. 46E

SOURCE: Public Works

COMMENT: JLW Associates, Inc. is the current leaseholder of Lot No. 46E at the Porterville Municipal Airport. Judy Willhite, Owner of JLW Associates, Inc., has sold the hangar located on the lot and is requesting the transfer of the lease to the new owners, Jerry L. Clark and Rebecca Ann Clark, Trustees of the Jerry L. Clark and Rebecca Ann Clark Revocable Trust. Jerry L. Clark and Rebecca Ann Clark, Trustees of the Jerry L. Clark and Rebecca Ann Clark Revocable Trust, are requesting City Council authorization to assume the existing lease agreement between the City and JLW Associates, Inc. The original lease agreement terminates on June 30, 2036.

Additionally, on October 3, 2023, City Council approved a request to sublet the hangar on Lot No. 46E to REACH Air Medical Services, commencing on October 1, 2023, and terminating on September 30, 2025, for the purpose of operating a community-based, rotary-wing air ambulance. The hangar will be utilized for aircraft parking and storage of maintenance supplies and tools for servicing aircraft.

RECOMMENDATION: That the City Council:

1. Approve the Assignment of Lease for Lot No. 46E at the Porterville Municipal Airport from JLW Associates, Inc. to Jerry L. Clark and Rebecca Ann Clark Revocable Trust; and
2. Authorize the Mayor to sign the Lessor's Consent to Assignment of Lease Agreement on behalf of the City.

ATTACHMENTS:

1. Draft Assignment of Lease
2. Draft Lessor's Consent to Assignment of Lease Agreement
3. Letter of Request
4. Bill of Sale
5. Locator Map

Appropriated/Funded:

Review By:

Department Director:
Richard Tree, Director of Transportation

Final Approver: Jason Ridenour, Interim City Manager

**ASSIGNMENT OF LEASE
PORTERVILLE MUNICIPAL AIRPORT**

THIS AGREEMENT, made this 4th day of March, 2025, by and between JLW Associates, Inc., Attn: Judy Willhite, 1215 Anchors Way Dr, Space 210, Ventura, CA, owner of a hangar on Lot 46E at the Porterville Municipal Airport, as the Assignor, and Jerry L. Clark Jr and Rebecca Ann Clark Revocable Trust, 342 N Second Street, Porterville, CA, as the Assignee.

In consideration of the mutual covenants herein contained, each act to be performed hereunder, and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Effective February 4, 2025, Assignor hereby assigns, transfers and conveys to Assignee all of his right, title and interest as Lessee, in, to and under a certain Lease Agreement dated April 1, 2005 (hereinafter "Lease"), executed by and between the City of Porterville, as Lessor, and Donald M. Matthews and Marjorie E. Matthews, as the original Lessees, assumed by Lloyd B. Janzen and Bruce D. Janzen, on November 1, 2006, and assumed by JLW Associates, Inc. on September 20, 2023, providing for the letting of certain premises located at the Porterville Municipal Airport, Porterville, California, being more particularly described as follows:

Airport land Lot No. 46E, containing a total area of approximately 3,220 square feet, and establishing a Lease terminating on June 30, 2036.

2. Effective February 4, 2025, Assignee hereby accepts and assumes all of the obligations, responsibilities and liabilities of Assignor under said Lease, and agrees to perform said Lease Agreement according to its terms, covenants and conditions, without exception, and Assignee understands and agrees that Landlord makes no warranty or representation that either Assignor or Assignee would be given an exclusive use in the Porterville Municipal Airport for the use thereof by Assignor and/or Assignee, except as provided in the Lease.

3. Upon execution of this Assignment of Lease and Landlord's consent hereto, the parties' Noticed Address shall be as set forth herein above. The parties further understand there is a \$150 assignment fee, payable to the City of Porterville, and the Assignee must provide proof of aircraft and hangar owner's liability insurance within thirty (30) days of Council approval.

4. Assignor hereby covenants said Lease as valid and existing and hereby warrant that Assignor is not in default as of the date of this Assignment.

5. This Assignment shall be binding upon and shall inure to the benefit of the respective parties, their successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment of Lease as of the date first above written.

ASSIGNOR:

JLW Associates, Inc.

BY: _____
Judy Willhite, Owner

ASSIGNEE:

Jerry L. Clark and Rebecca Ann Clark
Revocable Trust

BY: _____
Jerry L. Clark, Trustee

BY: _____
Rebecca Ann Clark, Trustee

**LESSOR'S CONSENT TO ASSIGNMENT OF LEASE AGREEMENT
PORTERVILLE MUNICIPAL AIRPORT
AIRPORT HANGAR LOT NO. 46E**

The City of Porterville, a municipal corporation of the State of California, being the Landlord under the Lease for Airport Hangar Lot No. 46E, described in the foregoing Assignment, hereby consents to the foregoing Assignment of Lease Agreement from JLW Associates, Inc. to Jerry L. Clark and Rebecca Ann Clark Revocable Trust, terminating October 31, 2036, for the parking and storage of aircraft and storage of maintenance supplies and tools for servicing aircraft, upon the expressed condition that there shall be no further assignment without the prior written consent of the Landlord.

Dated this 4th day of March, 2025.

CITY OF PORTERVILLE

BY: _____
Greg Meister
MAYOR, CITY OF PORTERVILLE

"LESSOR"

ATTEST: _____
Jason Ridenour, CITY CLERK

APPROVED AS TO FORM:

BY: _____
Julia Lew, City Attorney

EMAILED

2/6/25

Jerry L. Clark, Jr and Rebecca Ann Clark Revocable Trust of 2015

[REDACTED]
Porterville, CA. 93257

Feb. 6, 2025

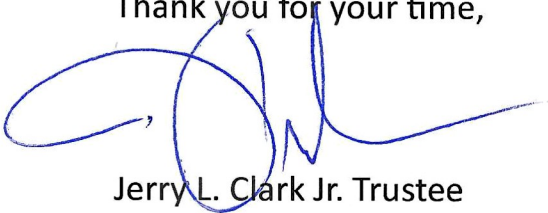
RE: Hanger Lot #46E

Attn: Janie Rodriguez:

I am writing today to request of the City of Porterville to approve the transfer of the lease.

I have purchased the hanger from Judy Willhite.

Thank you for your time,

A handwritten signature in blue ink, appearing to be "JL Clark", written over the printed name.

Jerry L. Clark Jr. Trustee

1:33



3 Messages
Bill of sale



AIRCRAFT HANGAR
BILL OF SALE

This sale agreement is made by and between (Seller) JLW Associates, Inc. of
Ventura, CA, and (Buyer) Jerry L Clark Jr and Rebecca Ann Clark
Springville, CA Revocable Trust

With the signing of this sale agreement and the Buyer transferring the total
purchase price of \$ 175,000 to the Seller, the Seller hereby sells and
forever transfers the ownership of the aircraft hangar described below, to the Buyer.

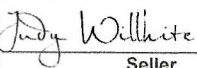
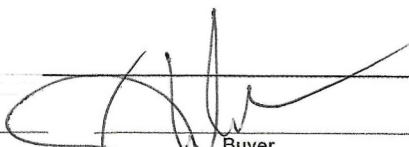
Description of the aircraft hangar being sold:

Make: N/A Model: 42X46 Serial #: N/A
Airport location name: Porterville Municipal Airport Site # 46E

Seller represents and warrants that it has full and good title to the described aircraft
hangar, full authority to sell and transfer the same, and that the aircraft hangar
being sold is free and clear of all liens, encumbrances, liabilities, and adverse
claims, of every nature and description.

Buyer understands that the aircraft hangar is being sold in its present condition
"as is" and "where is" and that Seller disclaims any implied warranty of condition or
function, or any responsibility thereof.

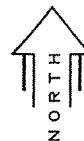
Authorizing signatures:

	
Seller	Buyer
Judy Willhite/ JLW Associates, Inc. (seller's name printed)	Jerry L Clark Jr and Rebecca Ann Clark Trust (buyer's name printed)
01/28/2025 date signed	2/4/25 date signed

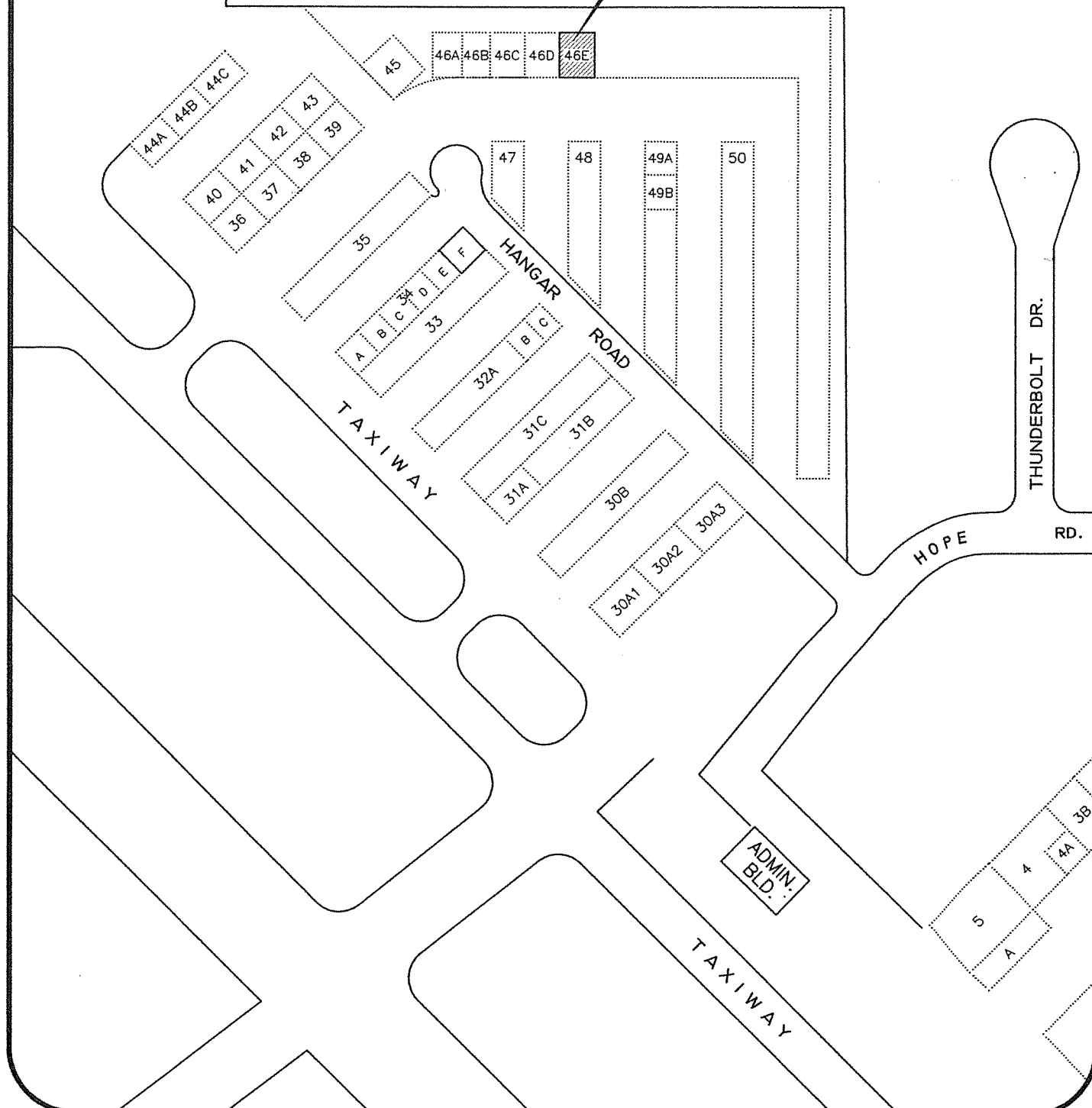
Revocable



AIRPORT LEASE SITES



*SUBJECT
LOCATION*





CITY COUNCIL AGENDA – MARCH 4, 2025

SUBJECT: Assignment of Airport Lease - Lot No. 6 and Lot No. 7 at the Porterville Municipal Airport

SOURCE: Public Works

COMMENT: Tule River Economic Development Corporation (TREDC) Real Estate is the current leaseholder of Lot No. 6 and Lot No. 7 at the Porterville Municipal Airport. The City of Porterville received a request from the Tule River Tribe of California requesting the lease transfer from TREDC Real Estate to the Tule River Tribe of California. The request for the business name change is due to the restructuring of the Tule River Tribe of California's business holdings. Tule River Tribe of California requests Council authorization to assume the existing lease agreements between the City of Porterville and TREDC Real Estate. The lease agreements expire on February 28, 2030, for Lot No. 6 and June 30, 2028, for Lot No. 7.

RECOMMENDATION: That the City Council:

1. Approve the Assignment of Lease for Lot No. 6 and Lot No. 7 at the Porterville Municipal Airport from TREDC Real Estate to Tule River Tribe of California; and
2. Authorize the Mayor to sign the Assignment, Assumption and Consent Agreement on behalf of the City.

ATTACHMENTS:

1. Draft Lessor's Consent to Assignment of Lease Lot 6
2. Locator Map Lot No. 6
3. Draft Lessor's Consent to Assignment of Lease Lot 7
4. Locator Map Lot No. 7

Appropriated/Funded:

Review By:

Department Director:
Richard Tree, Director of Transportation

Final Approver: Jason Ridenour, Interim City Manager

**LESSOR'S CONSENT TO ASSIGNMENT OF LEASE AGREEMENT
PORTERVILLE MUNICIPAL AIRPORT
AIRPORT HANGAR LOT NO. 6**

The City of Porterville, a municipal corporation of the State of California, being the Landlord under the Lease for Airport Hangar Lot No. 6, described in the foregoing Assignment, hereby consents to Assignment of Lease Agreement from TREDC Real Estate to Tule River Indian Tribe upon the expressed condition that there shall be no further assignment without the prior written consent of the Landlord.

Dated this 4th day of March, 2025.

CITY OF PORTERVILLE

BY: _____
Greg Meister
MAYOR, CITY OF PORTERVILLE

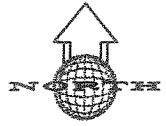
"LESSOR"

ATTEST: _____
Jason Ridenour, CITY CLERK

APPROVED AS TO FORM:

BY: _____
Julia Lew, City Attorney

AIRPORT LEASE SITES



The Gas Company

THUNDERBOLT DR.

CORSAIR WY.

HOPE ROAD

SUBJECT
LOCATION

FUTURE
PUBLIC
PARKING

FBO TAXIWAY

WILDCAT ROAD

STREET

NEWCOMB

TAXIWAY

FBO TAXIWAY

U. S. F. S.
18

**LESSOR'S CONSENT TO ASSIGNMENT OF LEASE AGREEMENT
PORTERVILLE MUNICIPAL AIRPORT
AIRPORT HANGAR LOT NO. 7**

The City of Porterville, a municipal corporation of the State of California, being the Landlord under the Lease for Airport Hangar Lot No. 7, described in the foregoing Assignment, hereby consents to Assignment of Lease Agreement from TREDC Real Estate to Tule River Indian Tribe upon the expressed condition that there shall be no further assignment without the prior written consent of the Landlord.

Dated this 4th day of March, 2025.

CITY OF PORTERVILLE

BY: _____
Greg Meister
MAYOR, CITY OF PORTERVILLE

"LESSOR"

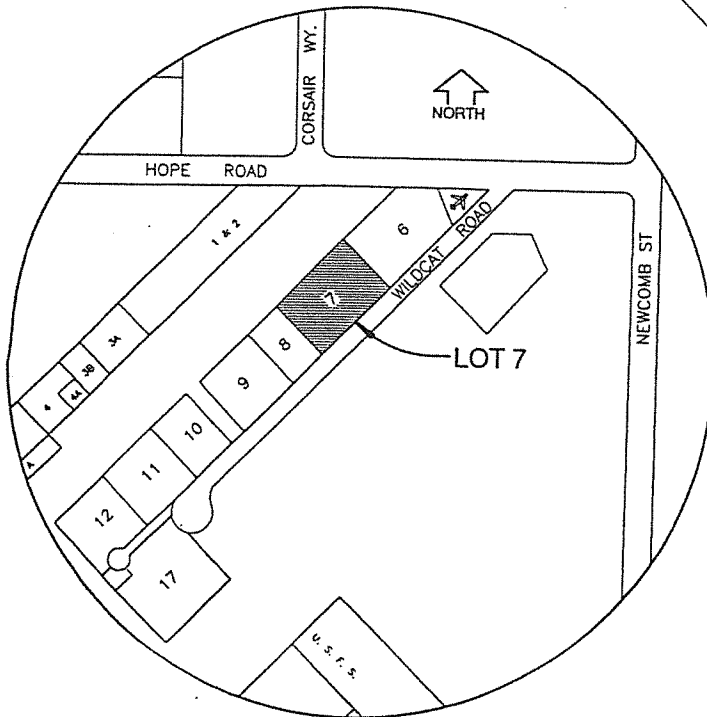
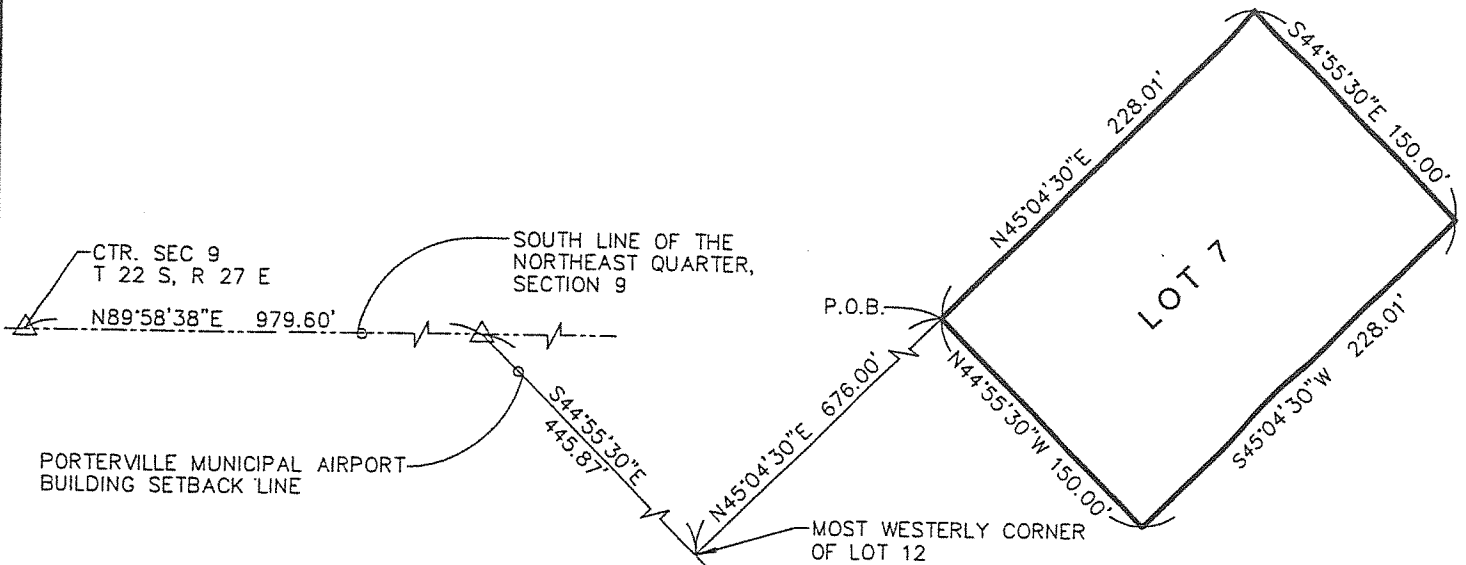
ATTEST: _____
Jason Ridenour, CITY CLERK

APPROVED AS TO FORM:

BY: _____
Julia Lew, City Attorney

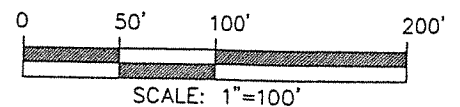
PROPERTY PLAT

EXHIBIT "B"



VICINITY MAP

△ = BRASS CAPPED
2" IRON PIPE



City of Porterville

291 N. MAIN ST.
PORTERVILLE, CA. 93257
559 7827462

*That portion of the Northeast quarter of
Section 9, Township 22 South, Range 27 East,
Mount Diablo Base and Meridian, in the City
of Porterville, County of Tulare, State of
California. according to the Official Plat thereof.*

OWNER: City of Porterville
STATUS: Lot 7 Lease Lot
AREA: 34,201.5 S.F. (Total)
ACRES: 0.785 AC. (Total)

DRAWN BY TJ
CHK'K BY MKR



CITY COUNCIL AGENDA – MARCH 4, 2025

SUBJECT: Renewal of Airport Lease Agreement - Lot No. 9

SOURCE: Public Works

COMMENT: Arrow Falcon Exporters, Inc. is the current leaseholder of Lot No. 9 at the Porterville Municipal Airport. The lease expired on September 30, 2024, and continued on a month-to-month tenancy through February 2025. The City has received a request from Betty Jo Symonds, Vice President of Arrow Falcon Exporters, Inc., dated February 21, 2025, to renew the lease for an additional ten (10) years. The lot is approximately 22,500 square feet in area and will rent for a rate of \$0.174 per square foot per year, with an annual adjustment according to the change in the Consumer Price Index, beginning on January 1, 2026, and each January 1 thereafter. The lease will begin on March 1, 2025, and expire on February 28, 2035. The hangar will be utilized for aviation purposes, including parking, tie-downs, storage, service, repair, maintenance, fueling, aircraft rental, flight instruction and other commercial activity reasonably related to the aviation industry.

RECOMMENDATION: That the City Council:

1. Approve the Lease Agreement between the City of Porterville and Arrow Falcon Exporters, Inc. for Lot No. 9 at the Porterville Municipal Airport for a term of ten (10) years; and
2. Authorize the Mayor to sign the Lease Agreement on behalf of the City.

ATTACHMENTS:

1. Draft Lease Agreement
2. Letter of Request
3. Locator Map

Appropriated/Funded:

Review By:

Department Director:
Richard Tree, Director of Transportation

Final Approver: Jason Ridenour, Interim City Manager

LEASE AGREEMENT

PORTERVILLE MUNICIPAL AIRPORT

THIS LEASE AGREEMENT (“Lease”), executed at Porterville, California the first day of March, 2025, by and between the CITY OF PORTERVILLE, a charter city and municipal corporation of the State of California, hereinafter referred to as “City” and Arrow Falcon Exporters, Inc., hereinafter referred to as “Lessee.”

WHEREAS, City owns and operates an airport in the City of Porterville, State of California, commonly known and described as “Porterville Municipal Airport”; and

WHEREAS, Lessee desires to lease a portion of said airport for the purpose of operating an existing aircraft hangar to be used for the parking and storage of aircraft and other activities incidental thereto; and

WHEREAS, it is the desire of City to utilize said airport for the general public by its development and use in providing aeronautical-related facilities and service.

NOW, THEREFORE, IT IS MUTUALLY AGREED as follows:

1. Premises: City, for and in consideration of the covenants, conditions, agreements, and stipulations herein set forth, does hereby demise and lease to Lessee, and Lessee hereby hires from City, those certain premises situated in the City of Porterville, State of California, described as Lot 9 at the Porterville Municipal Airport, more particularly described in Exhibit A being attached hereto and by this reference made a part hereof.

2. Term: The term of this Lease shall commence on March 1, 2025, both parties having executed the same, and shall terminate on February 28, 2035, provided Lessee is not in default with respect to any of the conditions or covenants of this lease. Notwithstanding the stated term of the Lease, the City may terminate this Lease at its pleasure and repossess the premises therein described upon three months' notice thereof and upon paying 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 council, and a lessee appraiser appointed by the lessee. The parties will follow Charter Section 68 concerning the

determination of the value of the improvements.

3. Rental and Business Privilege Consideration: Lessee agrees to pay to City in lawful money of the United States without deductions or offset, to the Finance Director, City of Porterville, 291 N. Main Street, Porterville, California, 93257, or to such person or persons and at such place or places as may be designated from time to time by City, a rental rate of \$0.174 per square foot per year. Inasmuch as the lease site (See Exhibit "A" attached) contains approximately 22,500 square feet of land area, said rental rate will be \$3,915.00 annually, payable in advance.

Beginning January 1, 2026, and each January 1 thereafter for the term of this Lease, the rate shall be adjusted by a percentage equal to the annual percentage increase or decrease in the Consumer Price Index (CPI). The CPI used shall be a twelve (12) month average of the San Francisco CPI and the Los Angeles CPI as published for October of the prior year. The CPI index will be "All Urban Consumers."

4. Purpose: This Lease is made for the purpose of operating an existing aircraft hangar for aeronautical purposes and activities directly relating to the operation of aircraft, including activities that make aircraft operation possible, required for aircraft safety, or otherwise directly connected to aircraft operations, including but not limited to parking, tie-downs, storage, service, repair, maintenance, fueling, aircraft rental and flight instruction, and other commercial activity reasonably related to the aviation industry. Lessee shall not use the premises or any part thereof or permit them to be used for any purpose or purposes other than stated above. The City reserves the right to conduct on-site inspections for the purpose of compliance with Building Code, Fire Code, and Zoning Ordinance. Lessee shall not do or permit any act or thing to be done upon the premises which constitutes a nuisance or which may disturb the quiet enjoyment of City or any tenant of City on adjacent neighboring property.

Lessee further agrees that, within 72 hours from receiving written notice by the City that a nuisance exists, to abate or otherwise cause said nuisance to be cured.

In the event Lessee has not (a) taken corrective action within 72 hours, or (b) filed an appeal with the City Council, City of Porterville, within 72 hours, then City may enter and abate said nuisance at the expense of Lessee without any liability whatsoever to City for monetary loss or

anticipated profits of Lessee or others.

Said appeal to the City Council must be made in writing and be received by the City Clerk, 291 N. Main Street, Porterville, California, 93257, within 72 hours after Lessee received notice of said nuisance.

5. Right of Ingress and Egress: Lessee shall have the right-of-way to property owned and controlled by City for ingress thereto and egress therefrom for pedestrian, vehicular, and air travel, together with the right to use in common with other Lessee or licensees of City the airplane landing field adjacent to the demised premises. None of these rights are exclusive, but shall be exercised in common with and subject to possible similar rights of other users of said airport. All of the foregoing is subject to such reasonable rules and regulations as the City or its authorized agents may make from time to time. Such rules and regulations, however, shall be reasonable and shall not conflict in any way with similar rules and regulations adopted from time to time by the Federal Aviation Administration or its successor.

6. Condition of Premises: Lessee has inspected the demised premises and knows the extent and condition thereof and accepts same in its present condition, subject to and including all defects, latent and/or patent.

7. Alteration: Lessee shall make no structural modifications to existing structures or make permanent improvements or additions in or on the demised premises without the written consent of the City Airport Manager first being obtained.

8. Maintenance: Lessee agrees to keep the improvements in a good state of repair by periodic maintenance and painting as the same are required and to keep the grounds of Lessee in a good state of maintenance and repair. During the term of this Lease, the City Airport Manager shall have the right to notify Lessee in writing wherein Lessee has failed to maintain said structure and improvements in a good state of repair. Lessee shall make such corrections in the time and manner prescribed by said Airport Manager, or in the event Lessee disagrees, Lessee shall have the right to appeal within fifteen (15) days from date of notice from said Airport Manager to the City Council concerning the request for maintenance made to Lessee by said Airport Manager; it being understood and agreed that the decision of the City Council shall be final.

9. Utilities: Lessee agrees to pay during the term of the Lease, or any holding over, any and all utilities utilized by it to said demised premises. The term “utilities” as used herein shall include, but is not limited to, telephone, electrical, water, sewer, gas, janitorial, heating, cooling, and trash and refuse disposal service.

10. Utility Extension or Modification: Lessee shall pay any and all expenses that may be incurred in obtaining the extension of public utility services to the demised premises from existing utility facilities or any modifications of same.

11. Taxes and Assessments: Lessee understands that the Lease of the premises creates a possessory interest subject to taxation by the County of Tulare. Lessee agrees to pay all taxes and /or assessments levied by any governmental agency upon any interest acquired by Lessee under the terms of this Lease.

12. Compliance with Law: Lessee shall, at its expense, promptly comply with any and all laws, ordinances, rules, regulations, requirements, and order whatever, present or future, of the national, state, county or city government which may in any way apply to the use, maintenance or occupation of, or operations on the premises.

13. Liens and Encumbrances: Lessee shall keep the premises and all structures and improvements situated thereon free from any liens or encumbrances arising out of any work performed, material furnished, or obligations incurred by Lessee, or from any other cause.

14. Negation of Partnership: City shall not become or be deemed a partner or joint venturer with Lessee or associate in any relationship with Lessee’s operations thereon. City reserves all rights in and with respect to the premises, not inconsistent with Lessee’s use of the premises as in this Lease provided, including (without limiting the generality of the foregoing) the right of City to enter upon the premises for the purpose of installing, using, maintaining, renewing, and replacing such underground oil, gas, water, sewer, and other pipelines, and such underground or aboveground telephone, telegraph, and electric power conduits or lines as City may deem desirable in connection with the development or use of any other property in the neighborhood of the premises. City shall compensate Lessee for any and all damage to Lessee’s improvement and personal property caused by the exercise of the rights reserved in this paragraph.

15. Indemnification: Lessee agrees to indemnify, defend (upon request by the City) and

save harmless the City, its agents, officers, and employees, and each of them, from any and all losses, costs, expenses, claims, liabilities, action, 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 (a) the conducting or operation of Lessee's business on the demised premises during the term of the Lease or any holding over, or (b) the construction or the removal of any facilities or improvements on the demised premises during the term of this Lease or any holding over.

16. Liability Insurance: Lessee, 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 Lessee's (a) use and operations on the demised premises or in connection therewith, or (b) construction or removal of any improvements on the demised premises or in connection therewith, shall name the City as additional insured on Lessee's aircraft insurance policy or policies in the amount of not less than TWO MILLION DOLLARS (\$2,000,000). Coverage shall include General Liability combined Bodily Injury and Property Damage, Single Limits and Aggregate, with a reliable insurance carrier authorized to do such public liability and property damage insurance business in the State of California. Said insurance shall not be subject to cancellation or coverage reduction without thirty (30) days prior written notice to City. Within (10) days from the date of this Lease, Lessee shall file with the City Clerk, City of Porterville, a duly certified Certificate of Insurance evidencing that the herein above mentioned public liability and property damage provisions have been complied with, and setting forth that City, its agents, officers, and employees are named as additional insured. In the event that Lessee shall fail to take out and keep in effect such policy or to furnish evidence thereof to City, City may, at City's option, procure the same, pay the premium thereof and collect same with the next payment of rental due from Lessee or immediately terminate this Lease. The limits of insurance coverage set forth herein may be reviewed by City each January and may be adjusted at such reviews in order to protect the interests of the City.

17. Nondiscrimination: Lessee for itself, its heirs, personal representatives, successors in interest and assigns as part of the consideration hereof does hereby covenant and agree that (1) no person on the grounds of race, color, ancestry, disability, gender, age, religion, sexual orientation or national origin shall be excluded from participation, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities; (2) that in the construction of any improvements on,

over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, ancestry, disability, gender, age, religion, sexual orientation or national origin shall be excluded from participation in, denied the benefits of or otherwise be subjected to discrimination; (3) that Lessee shall use the premises in compliance with other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally - Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and/or services on a fair, equal and not unjustly discriminatory basis to all users thereof and it shall charge a fair, reasonable and not unjustly discriminatory price for each unit or service; provided that Lessee may be allowed to make reasonable and nondiscriminatory discounts, rebates, or similar type of price reductions to volume purchasers.

In the event of breach of any of the above nondiscrimination covenants, City shall have the right to terminate this Lease and to re-enter and repossess the demised premises and the facilities thereon and hold the same as if the Lease had never been made or issued.

Lessee agrees that it shall insert the above nondiscrimination provisions in any sublease or other agreement by which Lessee grants a right or privilege to any person, firm, or corporation to render accommodations and/or services to the public on the premises herein leased.

18. Improvement of Land Area: 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.

19. Maintenance of Landing Area: City reserves the right 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 the Lessee in this regard; providing further, City shall keep and maintain in a safe and operable condition the taxiways, runways (including the lighting thereof) and roadways on the airport during such hours and to such extent as City may determine is reasonably required for the operation of the airport.

20. Lease Subordinate to Agreements with the United States Government:
This Lease shall be subordinate to the provisions and requirements of any existing or future agreement between the City and the United States relative to the development, operation or maintenance of the

airport.

21. Non-Exclusive Right: It is understood and agreed that nothing herein contained shall be construed to grant or authorize the granting of an exclusive right within the meaning of Section 308 (a) of the Federal Aviation Act of 1958. (49 U.S.C. 1349).

22. Rights of United States Government: This Lease and all the provisions hereof shall be subject to whatever right the United States Government now has or in the future may have or acquire, affecting the control, operation, regulation, or taking over of said airport.

23. Notices: All notices herein provided to be given, or which may be given, by either party to the other shall be deemed to have been fully given when made in writing and deposited with the United States Postal Service, Registered or Certified, postage prepaid and addressed as follows:

To the Lessee: Arrow Falcon Exporters, Inc.
 Betty Jo Symonds
 2210 S. Blackspur Way
 Meridian, ID 83642

To the City: Airport Manager
 City of Porterville
 291 N. Main Street
 Porterville, CA 93257

The address to which the notices shall be or may be mailed, as aforesaid, to either party shall or may be changed by written notice given by such party to the other, as hereinbefore provided, but nothing herein contained shall preclude the giving of any such notice by personal service.

24. Authorized Agent of the City: The Airport Manager of the City of Porterville is the duly authorized agent of the City for purposes of this Lease; and as to any obligations assumed herein by Lessee, they shall be performed to the satisfaction of said Airport Manager.

25. Assignment and Subletting: This Lease shall be binding upon and shall inure to the benefit of the heirs, administrators, executors, successors, and assigns of the respective parties hereto. Lessee shall not, and Lessee herewith agrees that it will not, sublet the premises, or any part thereof or assign, transfer, mortgage, or otherwise convey the premises or its rights and interest hereunder without the prior written consent of the City. In the event the Lessee shall sublet, assign,

transfer, mortgage, or otherwise convey the premises or its rights and interest hereunder, or any part thereof, or attempt to do so in violation to the foregoing provision, then in addition to any and all other rights and remedies available to it, the City may, at its option by written notice to Lessee, either declare such sublease, assignment, transfer, mortgage or other conveyance void or terminate this Lease and all rights and interest of Lessee and all other persons hereunder. Any consent by City to any sublease, assignment, transfer, mortgage, or conveyance shall not be deemed or construed as a transfer, mortgage, or conveyance. This clause shall not be construed to limit right or remedy which City may become entitled to by reason of the action(s) or failure(s) to act of Lessee.

26. Hypothecation: Lessee may, with the consent of the City, give, assign, transfer, mortgage, hypothecate, grant control of, or encumber Lessee's interest under this Lease and the leasehold estate so created to a bona-fide lender on the security of the leasehold estate. Any such bona-fide lender shall have the right at any time during the term of the loan and while this Lease is in full force and effect:

(a) To do any act or thing required of Lessee in order to prevent a forfeiture of Lessee's rights hereunder, and all such acts or things so done shall be as effective to prevent a forfeiture of Lessee's rights hereunder by Lessee.

(b) To succeed to the interest of Lessee hereunder and thereafter at such lender's option to convey, assign or sublease the interest or title to said leasehold estate to another person acceptable to City, subject to all the terms, conditions, and covenants of this Lease. Two (2) copies of any and all security devices or instruments shall be filed with City's Airport Manager prior to the effective date thereof, and Lessee shall give Airport Manager prior written notice of any changes or amendments thereto.

Any bona-fide lender shall have the right, if so permitted by the terms and conditions of the concerned instrument of hypothecation between lender and Lessee, to remove any or all of Lessee's improvements under said hypothecation from the demised premises, subject only to the restriction that in the event of such removal, the demised premises herein above described be restored by Lessee to a condition satisfactory to the City's Airport Manager, and that said removal be done in a manner and at a time satisfactory with said Airport Manager.

27. Breach by Lessee: In the event of the breach by Lessee of any term, condition, or

agreement herein contained, and the failure to cure such breach within thirty (30) days after written notice has been given to Lessee by City, this Lease and all privileges herein granted shall be terminated and be of no other force or effect, and Lessee shall immediately surrender possession of the premises hereby granted, and in the event City has to resort to legal action to enforce any provision hereof, or to obtain restitution hereunder, the Lessee shall pay all costs and expenses, including attorney's fees of such action. Providing further, that in the event Lessee breaches this Lease and abandons the demised premises before the end of the term, or if Lessee's right to possession is terminated by City because of a breach of this Lease, City shall have the right to recover from Lessee, as provided in State of California Civil Code Section 1951.2. Damages City may recover shall include the worth at the time of award of the amount by which the unpaid rent for the balance of the term after the time of award exceeds the amount of such rental loss for the same period that the Lessee proves could be reasonably avoided. This clause shall not be construed to limit any right or remedy which City may become entitled to by reason of the action(s) or failure(s) to act of Lessee.

28. Waiver of Breach: The waiver by City of any breach by Lessee of any provision contained herein shall not be deemed to be a waiver of such provision, or a waiver of any breach of any other provision contained herein.

29. Bankruptcy: In the event the (a) Lessee shall file a voluntary petition in bankruptcy proceeding; (b) any voluntary or involuntary proceeding for the reorganization of Lessee shall be instituted by anyone other than the City under any of the provisions of the bankruptcy laws of the United States; or (c) a receiver or judicial trustee or custodian shall be appointed for Lessee, or any alien or any writ of attachment, garnishment, execution, or distraint shall be levied upon any of Lessee's rights or interest under this Lease; or (d) there shall be any other assignment of any of Lessee's rights or interest under this Lease by operation of law, then in addition to any and all other rights and remedies available to it, City may, at its option by written notice to Lessee, terminate this Lease and all rights and interest of Lessee and all other persons under this Lease. The term "Lessee," as used in this paragraph, includes any individual, partnership, or corporation who is a Lessee hereunder, even though several individuals, partnerships, or corporations are such, and includes each partner of any partnership who is a Lessee hereunder. Any consent by 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.

30. Quiet Possession: Notwithstanding any other provision in this Lease, City covenants that Lessee, on paying the rent and performing the covenants herein contained, shall and may peaceably and quietly have and enjoy the demised premises for the term hereof.

31. Surrender of Premises: On the last day of said term, or extension thereof, or sooner termination of the Lease, Lessee will peaceably and quietly leave, surrender, and yield up to the City the demised premises in as good condition and repair as at the commencement of Lessee's occupancy, reasonable use and wear thereof, and damage by earthquake, public calamity, by the elements, by acts of God, or by fire or other circumstances over which Lessee has no control, excepted.

32. Removal of Improvement at Termination: Upon the termination of this Lease, or any holding over, for any reason other than Lessee's failure to perform its obligations under the terms and conditions of this Lease, Lessee shall have the right at Lessee's sole cost and expense, to remove all improvements and/or furniture, furnishings, equipment, and fixtures of whatsoever kind or nature placed on the demised premises by Lessee or its contractors so long as they could be removed without damage or disfigurement to the demised premises. Full restoration of the demised premises as it existed prior to the construction of said improvements or the installation of said furniture, furnishings, equipment, and fixtures shall be made by Lessee. If after the termination of this Lease Lessee has not removed said improvements, furniture, furnishings, equipment, and fixtures, the City shall have the option to claim the ownership thereof or to remove same and restore the demised premises as set forth above at the expense of Lessee. Said expense shall also include consideration for the additional time Lessee or its improvements occupy the premises beyond the termination date and disallow the City's total utilization of the premises pursuant to its ownership of the property.

In the event of a termination by City of this Lease because of Lessee's failure to faithfully perform the terms and conditions of this Lease, the City may accept cash or other satisfactory security for the amount of its costs, expense, loss and damage accruing from Lessee's failure to perform and thereupon the Lessee shall have the right to remove the said improvements.

33. Incorporation of Prior Agreements and Amendments: This Lease contains all agreements of the parties with respect to any matter mentioned herein. No prior agreement or understanding pertaining to any such matter shall be effective. This Lease may be modified in writing

only, signed by the parties in interest at the time of modification.

34. Severability: The invalidity of any provision of this Lease as determined by a Court of competent jurisdiction shall in no way affect the validity of any other provision hereof.

35. Construed Pursuant to California Law: The parties hereto agree that the provisions of this Lease will be construed pursuant to the laws of the State of California.

36. Venue: If either Lessee or City initiates an action to enforce the terms hereof or declare rights hereunder, including actions on any bonds and/or surety agreements, the parties agree that the venue thereof shall be the County of Tulare, State of California. Lessee hereby waives any rights he might have to remove any such action pursuant to California Code of Civil Procedure Section 394.

37. Covenants and Conditions: Each provision of this Lease performable by Lessee shall be deemed both a covenant and a condition.

38. Captions: The use of Paragraph headings in this Lease is solely for convenience, and they shall be wholly disregarded in the construction of this Lease.

39. Time of Essence: Time is hereby expressly declared to be the essence of this Lease and of each and every provision thereof, and each such provision is hereby made and declared to be a material, necessary, and essential part of this Lease.

IN WITNESS WHEREOF, the parties hereto have executed this Lease on the day and year first herein above written.

CITY OF PORTERVILLE

LESSEE

By: _____
Greg Meister, Mayor

By: _____
Betty Jo Symonds, Vice President
Arrow Falcon Exporters, Inc.

ATTEST:

By: _____
Jason Ridenour, City Clerk

APPROVED AS TO FORM:

By: _____
Julia M. Lew, City Attorney

Re: Notice of Sale (Hangars) Lots 9 & 10

From Stacey Doyel [REDACTED]

Date Fri 2/21/2025 2:43 PM

To Janie Rodriguez <jrodriguez@ci.porterville.ca.us>

Cc BJ Symonds [REDACTED]; Richard Tree <rtree@ci.porterville.ca.us>; Stacey Doyel [REDACTED]; Allan Bailey [REDACTED]

Caution! This message was sent from outside your organization.

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

Hello Janie,

Betty Jo asked that I respond to your inquiry on her behalf. She is definitely interested in renewing the Lease for Lot 9. She is requesting a 10-year term and is also interested in the lease rate.

Her intentions are to sell **both** hangars and has no intentions of subletting. At this time, we are unsure of Mr. Oldridge's continued interest in the hangars. We could not move forward with that without a lease in hand.

Betty Jo is entertaining other offers.

Question: Is the City interested in purchasing Lots 9 & 10?

Regards,

Stacey Doyel
[REDACTED]

On Feb 20, 2025, at 10:33 PM, Janie Rodriguez <jrodriguez@ci.porterville.ca.us> wrote:

Hello Betty Jo,

I am assisting Transportation Director Richard Tree in gathering the necessary information for the upcoming City Council meeting and want to ensure we have the most up-to-date information.

The lease agreement for Lot No. 9 expired on 9/30/24. Could you confirm whether you would like to renew the lease or if the pending sale to Phil Oldridge is still moving forward? If you wish to renew, please let us know the term and if you plan to sublet the hangar.

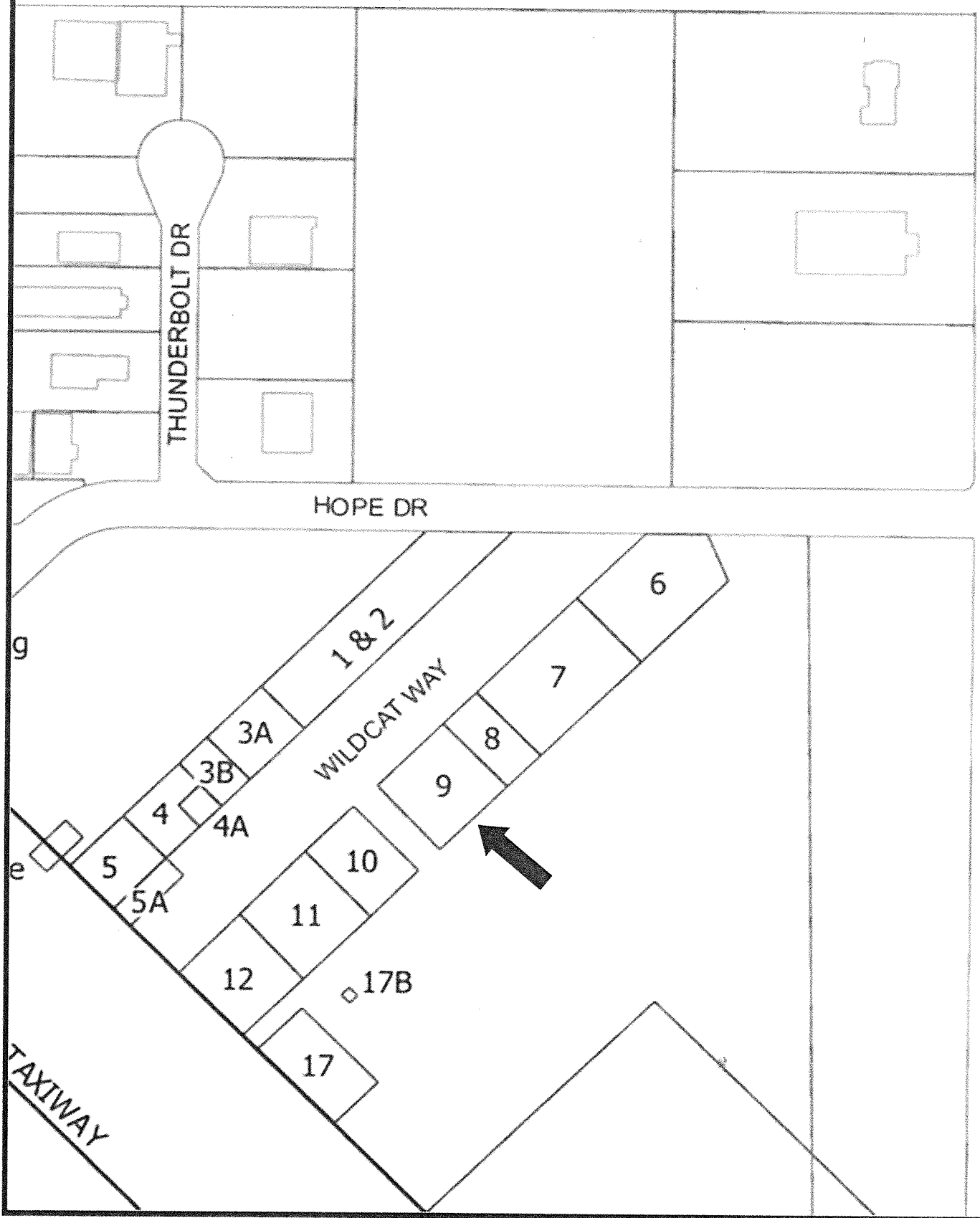
The lease agreement for Lot No. 10 expires on October 31, 2030. Is the pending sale to Phil Oldridge still moving forward or do you plan to sublet the hangar? If neither applies, no further action is needed.

Please let us know if you have any questions.

Thanks,

Janie

Airport Lease Site





CITY COUNCIL AGENDA – MARCH 4, 2025

SUBJECT: Approval of Arts Commission Chalk Art Booth at 2025 Spring Festival

SOURCE: Community Development

COMMENT: In October 2010, the City Council adopted Ordinance 1767, which established the Arts Commission. The primary duties of the Commission are identified as making recommendations to the City Council regarding the development and promotion of practices and policies pertaining to the arts and fostering the development and enjoyment of visual, cultural, performing, and other arts in the City of Porterville. The Arts Commission has hosted a Chalk Art booth at the Porterville Chamber of Commerce's Spring Festival, formerly Iris Festival, since 2018.

At the February 10, 2025, Arts Commission special meeting, the commission voted in support of hosting a Chalk Art booth at this year's upcoming Chamber of Commerce Spring Festival event. The Arts Commission action recommended that an item be brought forward for the Council's consideration in support of a request for funding to support the Chalk Art booth. If approved, the chalk art activity will be open to all levels of art experience to help foster art activities in our community. Participation would be free, and each person is allowed to keep their artwork. Each participant is able to create art with chalk pastels on 18x24 charcoal paper. This will provide a smooth surface for the art, allow the work to be saved after the event, and reduce the cleanup effort required after the event. Booth fees, paid to the Chamber of Commerce, and project supply costs, such as chalk sets and paper, are not expected to exceed \$400. Funding is available in the 2024/25 Community Promotions operating budget.

RECOMMENDATION: That the City Council:

1. Authorize the Arts Commission to proceed with hosting the sixth annual Chalk Art booth at the 2025 Spring Festival; and
2. Approve the expenditure for a total cost not to exceed \$400 for the booth fee and the purchase of project supplies for the Chalk Art Event to be funded from the 2024/2025 Community Promotions operating budget.

ATTACHMENTS:

Appropriated/Funded:

Review By:

Department Director:

Claudia Calderon, Community Development Director

Final Approver: Jason Ridenour, Interim City Manager



CITY COUNCIL AGENDA – MARCH 4, 2025

SUBJECT: Authorization to Approve Community Clean Up Events

SOURCE: Public Works

COMMENT: To promote local property maintenance and beautification, the City hosts two clean-up events annually; one in Spring and one in Fall. These events provide City residential refuse customers with free disposal of general trash, bulky items, wood waste, yard clippings, mattresses, and E-waste at the City's Corporation Yard.

Based on the success of past events, staff recommends hosting two Community Clean-Up Events in 2025. The proposed event dates are Saturday, April 26, and Saturday, October 18. Staff have identified no other major City events on these dates.

The clean-up events are open to all residents receiving City residential refuse service. The estimated cost for both events is approximately \$20,000, funded through the Solid Waste Operating Budget.

Event promotion will include mailed fliers, social media, the City's E-Newsletter, the local newspaper, and the City website.

RECOMMENDATION: That City Council:

1. Declare April 26, 2025, "Spring Clean-Up Day" and October 18, 2025, "Fall Clean-Up Day;"
2. Encourage all residents to clean up their properties and take advantage of these special opportunities offered by the City;
3. Authorize the City to accept trash, litter, and yard clippings delivered by City residents receiving City residential refuse service to the Spring and Fall Clean-Up Events for free disposal; and
4. Authorize the cost of both events be funded from the Solid Waste Operating Budget.

ATTACHMENTS:

Appropriated/Funded:

Review By:

Department Director:
Michael Knight, Assistant City Manager

Final Approver: Jason Ridenour, Interim City Manager



CITY COUNCIL AGENDA – MARCH 4, 2025

SUBJECT: Council Consideration to Amend the Self-Performed Street Maintenance Program for Fiscal Year 2024-2025

SOURCE: Public Works

COMMENT: The City Council has challenged staff to evaluate opportunities to improve the annual performance of the Self-Performed Street Maintenance Program. In accordance with this request, the staff has evaluated the fiscal year 2024-2025 program, to include additional road segments for self-performed maintenance. The additional road segments will require an additional expenditure of \$500,000 in Fiscal Year 2024-2025 for the Self-Performed Street Maintenance Program. In addition to supporting Annexation Projects, staff has prepared a list of street sections to add to the fiscal year's Self-Performed Street Maintenance Program. The qualification is based on the pavement condition index and the potential that this repair work will prolong the need for reconstruction and improve existing conditions. The proposed treatment is a traditional cold mix curb-to-curb overlay. The street sections identified are as follows:

STREET	FROM	TO
Main Street	Linda Vista Ave	North Grand Ave
Morton Ave	Plano Street	Henry Street
Olive Ave	Conner Street	Holcomb Street
Newcomb Street	North Grand Ave	Castle Ave

Measure I has been identified as the funding source for the additional road segments to be added to the Self-Performed Street Maintenance program.

RECOMMENDATION: That the City Council:

1. Consider and authorize the Fiscal Year 2024-2025 Self-Performed Street Maintenance Program amendment;
2. Authorize the appropriation of \$500,000 of Measure I funding to fully fund the program amendment.

ATTACHMENTS:

1. Proposed Arterial and Local Streets Locator Map
Item No. 12.

2. Approved Local Streets Overlay Projects Map
3. Approved Arterial Collector Overlay Projects Map
4. June 4, 2024 Self-Performed Street Maintenance Staff Report

Appropriated/Funded:

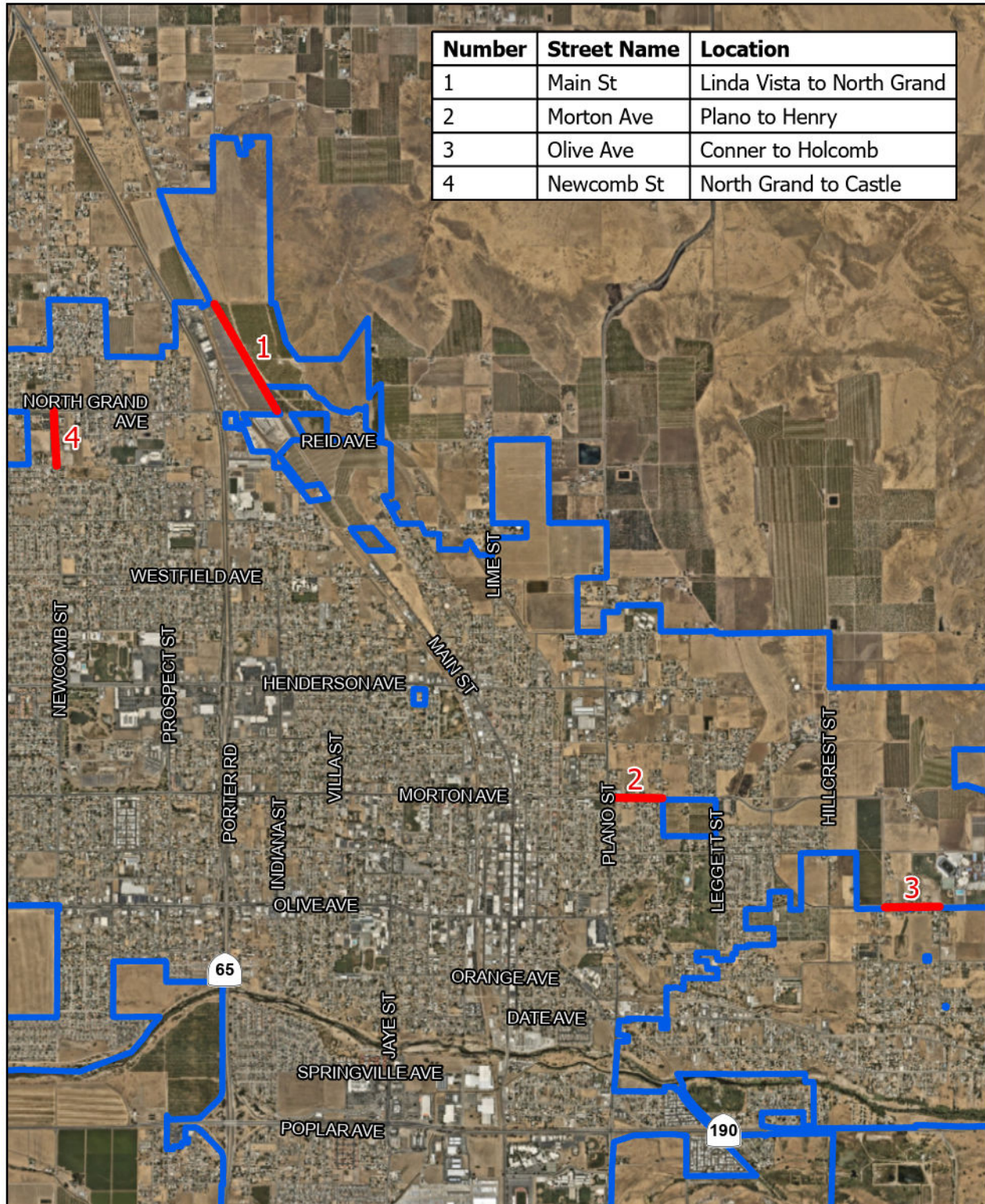
Review By:

Department Director:
Michael Knight, Assistant City Manager

Final Approver: Jason Ridenour, Interim City Manager

Locator Map

Amended Arterial and Local Streets Map



Number	Street Name	Location
1	Main St	Linda Vista to North Grand
2	Morton Ave	Plano to Henry
3	Olive Ave	Conner to Holcomb
4	Newcomb St	North Grand to Castle

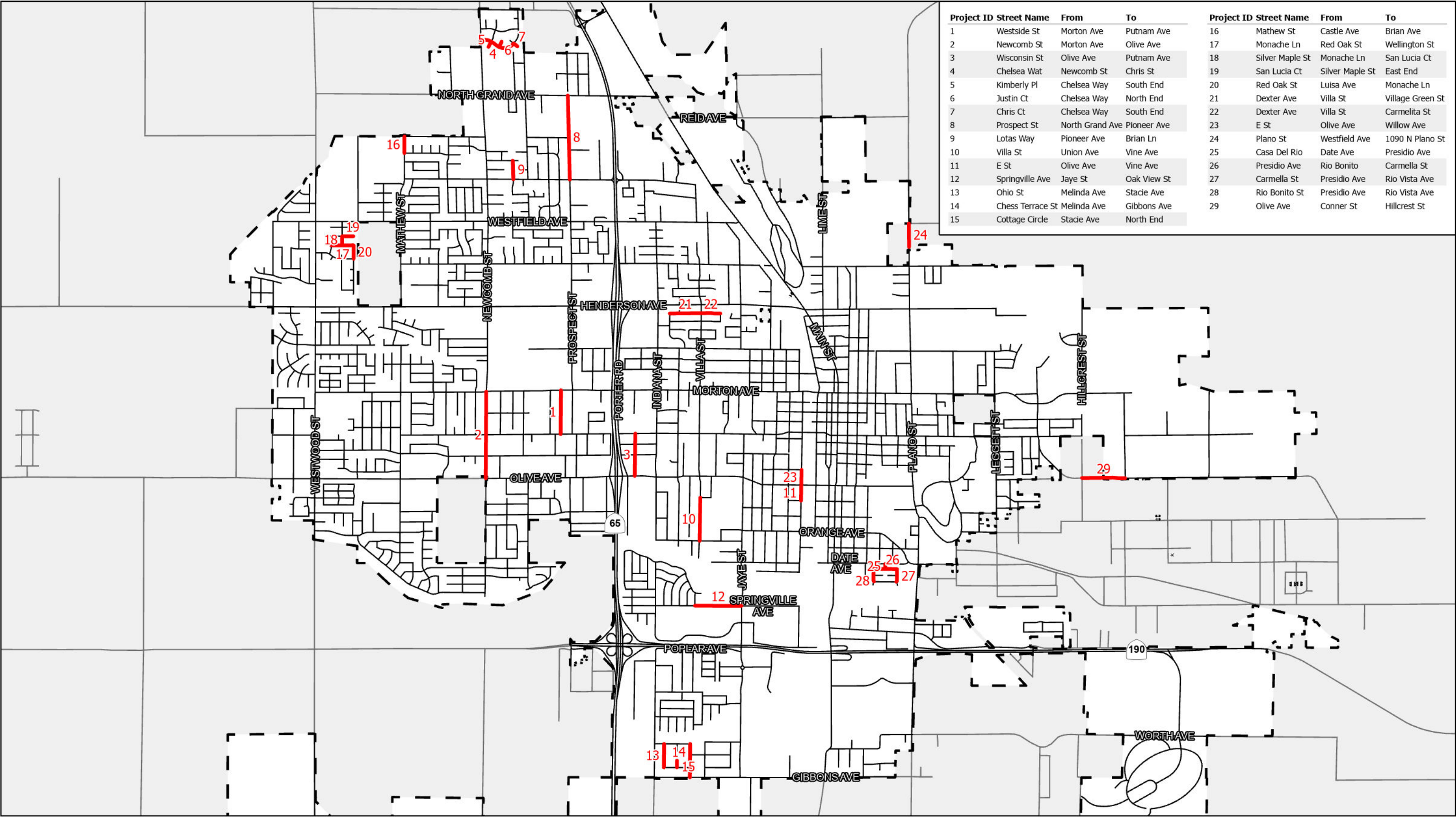
 Project Location
 City Limits

1 in = 3,600 feet



Date Printed: 2/26/2025 by the Community Development Department

Arterial and Local Streets Project Map



Project ID	Street Name	From	To	Project ID	Street Name	From	To
1	Westside St	Morton Ave	Putnam Ave	16	Mathew St	Castle Ave	Brian Ave
2	Newcomb St	Morton Ave	Olive Ave	17	Monache Ln	Red Oak St	Wellington St
3	Wisconsin St	Olive Ave	Putnam Ave	18	Silver Maple St	Monache Ln	San Lucia Ct
4	Chelsea Wat	Newcomb St	Chris St	19	San Lucia Ct	Silver Maple St	East End
5	Kimberly Pl	Chelsea Way	South End	20	Red Oak St	Luisa Ave	Monache Ln
6	Justin Ct	Chelsea Way	North End	21	Dexter Ave	Villa St	Village Green St
7	Chris Ct	Chelsea Way	South End	22	Dexter Ave	Villa St	Carmelita St
8	Prospect St	North Grand Ave	Pioneer Ave	23	E St	Olive Ave	Willow Ave
9	Lotas Way	Pioneer Ave	Brian Ln	24	Plano St	Westfield Ave	1090 N Plano St
10	Villa St	Union Ave	Vine Ave	25	Casa Del Rio	Date Ave	Presidio Ave
11	E St	Olive Ave	Vine Ave	26	Presidio Ave	Rio Bonito	Carmella St
12	Springville Ave	Jaye St	Oak View St	27	Carmella St	Presidio Ave	Rio Vista Ave
13	Ohio St	Melinda Ave	Stacie Ave	28	Rio Bonito St	Presidio Ave	Rio Vista Ave
14	Chess Terrace St	Melinda Ave	Gibbons Ave	29	Olive Ave	Conner St	Hillcrest St
15	Cottage Circle	Stacie Ave	North End				



Arterial/Collector Project Map



Legend

- Proposed Projects
- City Limits

0 0.5 1 Miles





CITY COUNCIL AGENDA – JUNE 4, 2024

SUBJECT: Request for Approval of the Self-Performed Street Maintenance Program for Fiscal Year 2024-2025

SOURCE: Public Works

COMMENT: Staff is requesting the expenditure of \$2,000,000 in Fiscal Year 2024-2025 for the Self-Performed Street Maintenance Program. In addition to work performed in support of Annexation Projects, staff has prepared a list of street sections that qualify for this fiscal year's Self-Performed Street Maintenance Program; qualification is based on the pavement condition index and the potential that this repair work will prolong the need for reconstruction and improve existing conditions. The proposed treatment is a typical grind out and pave back using an asphalt paver with Asphalt Concrete Hot Mix and/or a traditional cold mix curb-to-curb overlay. The street sections identified are as follows:

STREET	FROM	TO
Westside St.	Morton Ave	Putnam Ave
Newcomb St.	Morton Ave	Olive Ave
Wisconsin St.	Olive Ave	Putnam Ave
Kimberly Pl.	Chelsea Way	South End
Justin Ct.	Chelsea Way	North End
Chris Ct.	Chelsea Way	South End
Prospect St.	North Grand Ave	Pioneer Ave
Lotas Way	Pioneer Ave	Brian Ln.
Villa St.	Union Ave	Vine Ave
E St.	Olive Ave	Vine Ave

Springville Ave	Jaye St.	Oak View St.
Ohio St.	Melinda Ave	Stacie Ave
Chess Terrace St.	Melinda Ave	Gibbons Ave
Cottage Circle	Stacie Ave	North End
Mathew St.	Castle Ave	Brian Ave
Monache Ln.	Red Oak St.	Wellington St.
Silver Maple St.	Monache Ln.	San Lucia Ct.
San Lucia Ct.	Silver Maple St.	East End
Red Oak St.	Luisa Ave	Monache Ln.
Dexter Ave	Villa St.	Village Green St.
Dexter Ave	Villa St.	Carmelita St.
E St.	Olive Ave	Willow Ave
Plano St.	Westfield Ave	1090 N. Plano St.
Casa Del Rio	Date Ave	Presidio Ave
Presidio Ave	Rio Bonito	Carmella St.
Carmella St.	Presidio Ave	Rio Vista Ave
Rio Bonito St.	Presidio Ave	Rio Vista Ave
Olive Ave	Conner St.	Hillcrest St.
Chelsea Way	Newcomb St.	Chris Ct.
Plano St.	Mulberry Ave	Henderson Ave
Westwood St.	Olive Ave	Tule River Bridge

Henderson Avenue (w/b)	State Route 65	1265 W. Henderson Ave
Olive Avenue (e/b)	G Street	F Street
Olive Avenue (e/b)	E Street	Railroad Tracks
Olive Avenue	D Street	Hockett Street

Surface Transportation Program funds, Measure I, and Measure R Local funds are the sources of funding for this program.

RECOMMENDATION: That the City Council:

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

ATTACHMENTS:

1. Proposed Arterial/Collector Overlay Projects Map
2. Proposed Local Streets Overlay Projects Map

Appropriated/Funded:

Review By:

Department Director:
Michael Knight, Assistant City Manager

Final Approver: Patrice Hildreth, City Manager



CITY COUNCIL AGENDA – MARCH 4, 2025

SUBJECT: Acquisition of Right of Way for Olive Avenue and Porter Road/Cloverleaf Street Traffic Signal Project

SOURCE: Community Development

COMMENT: The Olive Avenue and Porter Road/Cloverleaf Street Traffic Signal Project includes the replacement of the existing traffic signal, the additions of protected left turn phasing for all intersection legs, and provision of accessible curb ramps at all corners.

In order to accomplish the project, it requires the acquisition of right of way and easements. Staff has negotiated the following:

- Cedar Cliff Village, LLC. (APN 251-201-035) - Partial Property Acquisition in fee consisting of approximately 67.6 square feet of acquisition area (Right-of-Way).
- John Law, Inc. (APN 259-112-036) - Partial Property Acquisition in fee consisting of approximately 16.4 square feet acquisition area (Right-of-Way) and a Temporary Construction Easement consisting of approximately 134 square feet over real property.
- Jerry Lee, Trustee of the Arthur Lee Residuary Trust, as to an undivided 13.30% interest; Jerry Lee, Trustee of the Arthur Lee Marital Trust, as to an undivided 6.60% interest; Mary Lee, Trustee of the Mary Lee Revocable Trust, amended and restated on November 19, 2020, as to an undivided 33.50% interest and Jerry Lee and/or Angela C. Lee, co-trustees of the Jerry Lee and Angela C. Lee Revocable Trust dated December 10, 2003, as to an undivided 46.60% interest, all as Tenants In Common (APN 259-111-013) - Partial Property Acquisition in fee consisting of approximately 38 square feet acquisition area (Right-of-Way) and a Temporary Access Agreement, over real property.

The terms of the purchases, totaling \$6,000, are outlined in the Acquisition of Real Property Agreements, which are provided herein, as are the draft Resolutions for the City Council's consideration. The City was awarded funding through the Highway Safety Improvement Program (HSIP) for this project, which will cover the costs associated with the acquisitions.

RECOMMENDATION: That the City Council adopt the draft Resolutions approving the acquisition of the right of way and easements for the completion of the Olive Avenue and Porter Road/Cloverleaf Street Traffic Signal Project; and authorize the Mayor and City Manager to sign all documents necessary to complete the purchases.

ATTACHMENTS:

1. Draft Resolution - Cedar Cliff Village LLC
2. Agreement for Acquisition - Cedar Cliff Village LLC
3. Grant Deed - Cedar Cliff Village LLC
4. Draft Resolution - Law, Inc
5. Agreement for Acquisition - Law, Inc
6. Grant and Easement Deeds - Law, Inc
7. Draft Resolution - Lee Trusts
8. Agreement for Acquisition - Lee Trusts
9. Grant Deed - Lee Trusts

Appropriated/Funded:

Review By:

Department Director:
Claudia Calderon, Community Development Director

Final Approver: Jason Ridenour, Interim City Manager

RESOLUTION NO. ____-2025

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
PORTERVILLE ACCEPTING A GRANT DEED IN FEE FOR REAL PROPERTY
FROM CEDAR CLIFF VILLAGE, LLC FOR RIGHT OF WAY IMPROVEMENTS

BE IT RESOLVED by the City Council of the City of Porterville, that the City of Porterville hereby accepts a Grant Deed in fee for right of way improvements from Cedar Cliff Village, LLC ("Grantor"), for real property, in the City of Porterville, County of Tulare, State of California, to-wit:

See Exhibit "A" and as shown on Exhibit "B" attached hereto and made a part hereof by reference.

BE IT FURTHER RESOLVED that the purchase price of ONE THOUSAND DOLLARS (\$1,000) is hereby approved with the City to disburse funds to the Grantor, pay the normal and customary fees, authorize the Mayor and City Manager to sign all necessary documents, and said deed to be recorded in the office of the Tulare County Recorder. The foregoing has been accepted by the City Council for the City of Porterville.

Greg Meister, Mayor

ATTEST:

Jason Ridenour, Interim City Clerk

By_____

Fernando Gabriel Moraga, Acting Chief Deputy City Clerk

EXHIBIT A

LEGAL DESCRIPTION

RIGHT OF WAY AREA

That portion of Parcel 3 of that Grant Deed recorded August 12, 1997 as Document No. 97-054070 of the Official Records of Tulare County, being situated in a portion of the Southeast quarter of Section 27, Township 21 South, Range 27 East, Mount Diablo Base and Meridian, in the City of Porterville, County of Tulare, State of California, and being described as follows:

Commencing at the Southeast corner of said Section 27;

Thence South $89^{\circ} 31' 37''$ West, along the South line of said Southeast quarter, a distance of 851.49 feet;

Thence North $0^{\circ} 28' 23''$ West, 55.00 feet more or less to the beginning of a curve on the South line of said Parcel 3 and the True Point of Beginning;

Thence Northwesterly 24.36 feet along said curve on the South line of said Parcel 3, said curve being concave to the Northeast, with a radius of 20.00 feet, a central angle of $69^{\circ} 47' 36''$, and a beginning radial which bears South $0^{\circ} 28' 27''$ East;

Thence North $69^{\circ} 19' 09''$ East, 3.00 feet;

Thence Southeasterly 20.71 feet along a non-tangent curve, concave to the Northeast, with a radius of 17.00 feet, a central angle of $69^{\circ} 47' 36''$, and a beginning radial which bears South $69^{\circ} 19' 09''$ West;

Thence South $0^{\circ} 28' 27''$ East, 3.00 feet to the True Point of Beginning.

Containing approximately 67.6 square feet

PARCEL 3
GRANT DEED 97-054070
REC. 8/12/1997 T.C.R.

APN 251-201-035

POR. SE1/4 SECT.27-21/27

APN 251-201-034

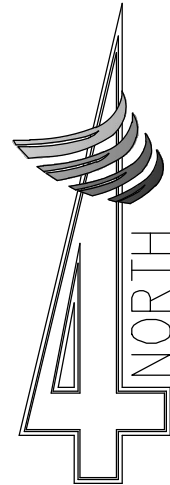
RIGHT OF WAY DEDICATION
AREA = 67.6 sf±

$$\Delta=69^{\circ}47'36'' \quad R=20.00' \quad L=24.36'$$

- TRUE POINT OF BEGINNING

OLIVE AVENUE

SE COR. SECT. 27 -21/27



4CREEKS

324 S. SANTA FE, STE. A
VISALIA, CA 93292
TEL: 559.802.3052
FAX: 559.802.3215
www.4-creeks.com

RIGHT OF WAY AREA - PLAT
OLIVE AVENUE & PORTER ROAD

22550_NE CORNER

251-201-035 - R/W

6/19/2024

SCALE: 1" = 20'

PARCEL NO.: 251-201-035

PROJECT: OLIVE AND CLOVERLEAF/PORTER TRAFFIC SIGNAL PROJECT

**AGREEMENT FOR ACQUISITION OF REAL PROPERTY
(ESCROW INSTRUCTIONS)**

THIS AGREEMENT ("Agreement") is entered into this _____ day of _____, 2024 by and between the City of Porterville, a municipal corporation, (hereinafter called "Buyer"), and Cedar Cliff Village, LLC., a California limited partnership, (hereinafter called "Seller") for acquisition by Buyer of one Partial Property Acquisition in fee over real property hereinafter set forth.

IT IS HEREBY MUTUALLY AGREED BETWEEN THE PARTIES AS FOLLOWS:

1. AGREEMENT TO SELL AND PURCHASE. Seller agrees to sell to Buyer, and Buyer agrees to purchase from Seller, upon the terms and for the consideration set forth in this Agreement the following interest(s) in property, all situated in the City of Porterville, County of Tulare, State of California:

A. Partial Property Acquisition in fee (Attached as Attachment 1)

The legal description of the interest is identified in the referenced attachment, which is hereby incorporated by reference.

2. PURCHASE PRICE. The total purchase price, payable in cash through escrow, shall be the sum of:

ONE THOUSAND AND 00/100 DOLLARS
(\$1,000.00)

The total purchase price includes: acquisition value of the property interests identified in Section 1.

3. CONVEYANCE OF TITLE. Seller agrees to convey the fee interest by Grant Deed.

4. TITLE INSURANCE POLICY. Escrow Agent shall, following recording of deed to Buyer, provide Buyer with CLTA Standard Coverage Policy of Title Insurance in the amount of \$1,000.00 issued by First American Title Company showing the title to the property vested in Buyer, subject only to the exceptions set forth in Section 3 and the printed exceptions and stipulations in said policy. Buyer agrees to pay the premium charged, therefore.

5. ESCROW. Buyer agrees to open an escrow in accordance with this Agreement at First American Title Company, 484 N. Prospect Street, Suite C, Porterville, CA 93257, (559) 306-3386. This Agreement constitutes the joint escrow instructions of Buyer and Seller, and Escrow Agent to whom these instructions are delivered is hereby empowered to act under this Agreement. The parties hereto agree to do all acts necessary to close this escrow in the shortest possible time.

Seller agrees to deposit with Escrow Agent prior to the Close of Escrow an original, fully executed and acknowledged deeds prepared by Escrow Agent and any other customary agreements, consents, or documents reasonably necessary to effectuate the purchase of the subject property. Buyer agrees

to deposit the purchase price and **certificate of acceptance** upon demand of Escrow Agent.

All funds received in this escrow shall be deposited with other escrow funds in a general escrow account(s) and may be transferred to any other such escrow trust account in any State or National Bank doing business in the State of California. All disbursements shall be made by check or wire transfer from such account.

ESCROW AGENT IS AUTHORIZED TO, AND SHALL:

- A. Pay and charge Buyer for any escrow fees, charges, and costs payable under Section 7 of this Agreement;
- B. Disburse funds and deliver deed when conditions of this escrow have been fulfilled by Buyer and Seller.

The term "close of escrow", if and where written in these instructions, shall mean the date necessary instruments of conveyance are recorded in the office of the County Recorder. Recordation of instruments delivered through this escrow is authorized if necessary or proper in the issuance of said policy of title insurance.

TIME IS OF THE ESSENCE IN THESE INSTRUCTIONS AND ESCROW IS TO CLOSE AS SOON AS POSSIBLE. If (except for deposit of money by Buyer, which shall be made by Buyer upon demand of Escrow Agent before close of escrow) this escrow is not in condition to close within 60 days from date of these instructions, any party who then shall have fully complied with his instructions may, in writing, demand the return of his money or property; but if none have complied no demand for return thereof shall be recognized until five (5) days after Escrow Agent shall have mailed copies of such demand to all other parties at the respective addresses shown in these escrow instructions, and if any objections are raised within said five (5) day period, Escrow Agent is authorized to hold all papers and documents until instructed by a court of competent jurisdiction or mutual instructions. If no demands are made, proceed with closing of this escrow as soon as possible.

Responsibility for Escrow Agent under this Agreement is expressly limited to Sections 1, 2, 3, 4, 5, 7, 10, and 11 and to its liability under any policy of title insurance issued regarding this transaction.

6. TITLE VI. The parties to this contract shall, pursuant to Section 21.7(a) of Title 49, Code of Federal Regulations, comply with all elements of Title VI of the Civil Rights Act of 1964. This requirement under Title VI and the Code of Federal Regulations is to complete the USDOT-Non-Discrimination Assurance requiring compliance with Title VI of the Civil Rights Act of 1964, 49 C.F.R. Part 21 and 28 C.F.R. Section 50.3.

No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity that is the subject of this contract.

7. ESCROW FEES, CHARGES AND COSTS. Buyer agrees to pay all Buyer's and Seller's usual fees, charges, and costs which arise in this escrow.

8. PERMISSION TO ENTER ON PREMISES. Seller hereby grants to Buyer, or its authorized agents, permission to enter upon the Property at all reasonable times prior to close of escrow for the purpose of making necessary or appropriate inspections. It is understood that the buyer and its contractors will indemnify the undersigned and hold them harmless from any and all liability for bodily injury, death and property damage arising out of or in any way connected with such use, and reimburse the seller for all costs, expenses and loss, including attorney's fees, incurred by them in consequence of any claims, demands and causes of action which may be made or brought against them arising out of such use.

9. COUNTERPARTS. This Agreement may be executed in counterparts, each of which so executed shall, irrespective of the date of its execution and delivery, be deemed an original, and all such counterparts together shall constitute one and the same instrument.

10. CLOSING STATEMENT. Seller instructs Escrow Agent to release a copy of Seller's statement to Buyer and to Paragon Partners Consultants, Inc., 5660 Katella Avenue, Suite 100, Cypress, CA 90630; purpose being to ascertain if any reimbursements are due Seller.

11. WARRANTIES, REPRESENTATIONS, AND COVENANTS OF SELLER. Seller hereby warrants, represents, and/or covenants to Buyer that:

- A. To the best of Seller's knowledge, there are no actions, suits, material claims, legal proceedings, or any other proceedings affecting the property or any portion thereof, at law, or in equity before any court or governmental agency, domestic or foreign.
- B. Until the closing, Seller shall not do anything which would impair Seller's title to any of the property.

12. HAZARDOUS WASTE. Neither Seller nor, to the best of Seller's knowledge, any previous owner, tenant, occupant, or user of the Property used, generated, released, discharged, stored, or disposed of any hazardous waste, toxic substances, or related materials ("Hazardous Materials") on, under, in, or about the Property, or transported any Hazardous Materials to or from the Property. Seller shall not cause or permit the presence, use, generation, release, discharge, storage, or disposal of any Hazardous Materials on, under, in, or about, or the transportation of any Hazardous Materials to or from, the Property. The term "Hazardous Material" shall mean any substance, material, or waste which is or becomes regulated by any local governmental authority, the State of California, or the United States Government, including, but not limited to, any material or substance which is (i) defined as a "hazardous waste", "extremely hazardous waste", or "restricted hazardous waste" under Section 25115, 25117 or 25122.7, or listed pursuant to Section 25140 of the California Health and Safety Code, Division 20, Chapter 6.5 (Hazardous Waste Control Law), (ii) defined as "hazardous substance" under Section 25316 of the California Health and Safety Code, Division 20, Chapter 6.8 (Carpenter-Presley-Tanner Hazardous Substance Account Act), (iii) defined as a "hazardous material", "hazardous substance", or "hazardous waste" under Section 25501 of the California Health and Safety Code, Division 20, Chapter 6.95 (Hazardous Materials Release Response Plans and Inventory), (iv) defined as a "hazardous substance" under Section 25281 of the California Health and Safety Code, Division 20, Chapter 6.7 (Underground Storage of Hazardous Substances), (v) petroleum, (vi) asbestos, (vii) polychlorinated biphenyls, (viii) listed under Article 9 or defined as "hazardous" or "extremely hazardous" pursuant to Article 11 of Title 22 of the California Administrative Code, Division 4, Chapter 20, (ix) designated as a "hazardous substances" pursuant

to Section 311 of the Clean Water Act, (33 U.S.C. S1317), (x) defined as a "hazardous waste" pursuant to Section 1004 of the Resource Conservation and Recovery Act, 42 U.S.C. S6901 et seq. (42 U.S.C. S6903) or (xi) defined as a "hazardous substances" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation, as amended by Liability Act, 42. U.S.C. S9601 et seq. (42 U.S.C. S9601).

13. COMPLIANCE WITH ENVIRONMENTAL LAWS. To the best of Seller's knowledge the Property complies with all applicable laws and governmental regulations including, without limitation, all applicable federal, state, and local laws pertaining to air and water quality, hazardous waste, waste disposal, and other environmental matters, including, but not limited to, the Clean Water, Clean Air, Federal Water Pollution Control, Solid Waste Disposal, Resource Conservation Recovery and Comprehensive Environmental Response Compensation and Liability Acts, and the California Environment Quality Act, and the rules, regulations, and ordinances of the city within which the subject property is located, the California Department of Health Services, the Regional Water Quality Control Board, the State Water Resources Control Board, the Environmental Protection Agency, and all applicable federal, state, and local agencies and bureaus.

14. INDEMNITY. Seller agrees to indemnify, defend and hold Buyer harmless from and against any claim, action, suit, proceeding, loss, cost, damage, liability, deficiency, fine, penalty, punitive damage, or expense (including, without limitation, attorneys' fees), resulting from, arising out of, or based upon (i) the presence, release, use, generation, discharge, storage, or disposal of any Hazardous Material on, under, in or about, or the transportation of any such materials to or from, the Property, or (ii) the violation, or alleged violation, of any statute, ordinance, order, rule, regulation, permit, judgment, or license relating to the use, generation, release, discharge, storage, disposal, or transportation of Hazardous Materials on, under, in, or about, to or from, the Property. This indemnity shall include, without limitation, any damage, liability, fine, penalty, punitive damage, cost, or expense arising from or out of any claim, action, suit or proceeding for personal injury (including sickness, disease, or death, tangible or intangible property damage, compensation for lost wages, business income, profits or other economic loss, damage to the natural resource or the environment, nuisance, pollution, contamination, leak, spill, release, or other adverse effect on the environment). This indemnity extends only to liability created prior to or up to the date this escrow shall close. Seller shall not be responsible for acts or omissions to act post close of this escrow.

15. CONTINGENCY. It is understood and agreed between the parties hereto that the completion of this transaction, and the escrow created hereby, is contingent upon the specific acceptance and approval of the Buyer herein.

The terms and conditions, covenants, and agreements set forth herein shall apply to and bind the heirs, executors, administrators, assigns and successors of the parties hereto.

This Agreement contains the entire agreement between both parties, neither party relies upon any warranty or representation not contained in this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year set forth hereinabove.

BUYER

City of Porterville

BY: _____

Mayor

DATE: _____

MAILING ADDRESS OF BUYER

Community Development Department
291 N. Main Street
Porterville, CA 93257

MAILING ADDRESS OF SELLER

500 Grenoble Rd.
Santa Barbara, CA 93110

APPROVED AS TO FORM

BY: _____

City Attorney

ATTEST

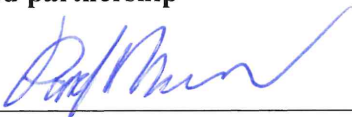
BY: _____

City Clerk

DATE: _____

SELLER

Cedar Cliff Village, LLC., a California
limited partnership

BY:  _____

DATE: 9-26-24 _____

BY: _____

DATE: _____

DATE: _____

ATTACHMENT 1

Recorded at the Request of and:
When Recorded Return To:

City of Porterville
Attention: Clerk of the Board
291 N. Main St.
Porterville, CA 93257

DOCUMENTARY TRANSFER TAX: \$ None

Space above this line is for Recorder's Use

 Computed on the consideration or value of property conveyed; OR

 Computed on the consideration or value less liens or
encumbrances remaining at time of sale.

"Record without fee subject to Gov't Code 6103
Recordation required to complete chain of title and is
exempt from payment of documentary tax in
accordance with ~~R&T~~ Code 11922"

GRANT DEED

Assessor's Parcel No: 251-201-035

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, **Cedar Cliff Village, LLC, ("Grantor")** hereby grants to the **City of Porterville, ("Grantee")** all that real property together with the right title and interest in the City of Porterville, County of Tulare, State of California, described in Exhibit A and shown on and delineated on Exhibit B, both of which are attached hereto and by this reference made a part hereof.

Dated: _____

Cedar Cliff Village, LLC

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

251-201-035 Cedar Cliff, LLC

EXHIBIT A

LEGAL DESCRIPTION

RIGHT OF WAY AREA

That portion of Parcel 3 of that Grant Deed recorded August 12, 1997 as Document No. 97-054070 of the Official Records of Tulare County, being situated in a portion of the Southeast quarter of Section 27, Township 21 South, Range 27 East, Mount Diablo Base and Meridian, in the City of Porterville, County of Tulare, State of California, and being described as follows:

Commencing at the Southeast corner of said Section 27;

Thence South $89^{\circ} 31' 37''$ West, along the South line of said Southeast quarter, a distance of 851.49 feet;

Thence North $0^{\circ} 28' 23''$ West, 55.00 feet more or less to the beginning of a curve on the South line of said Parcel 3 and the True Point of Beginning;

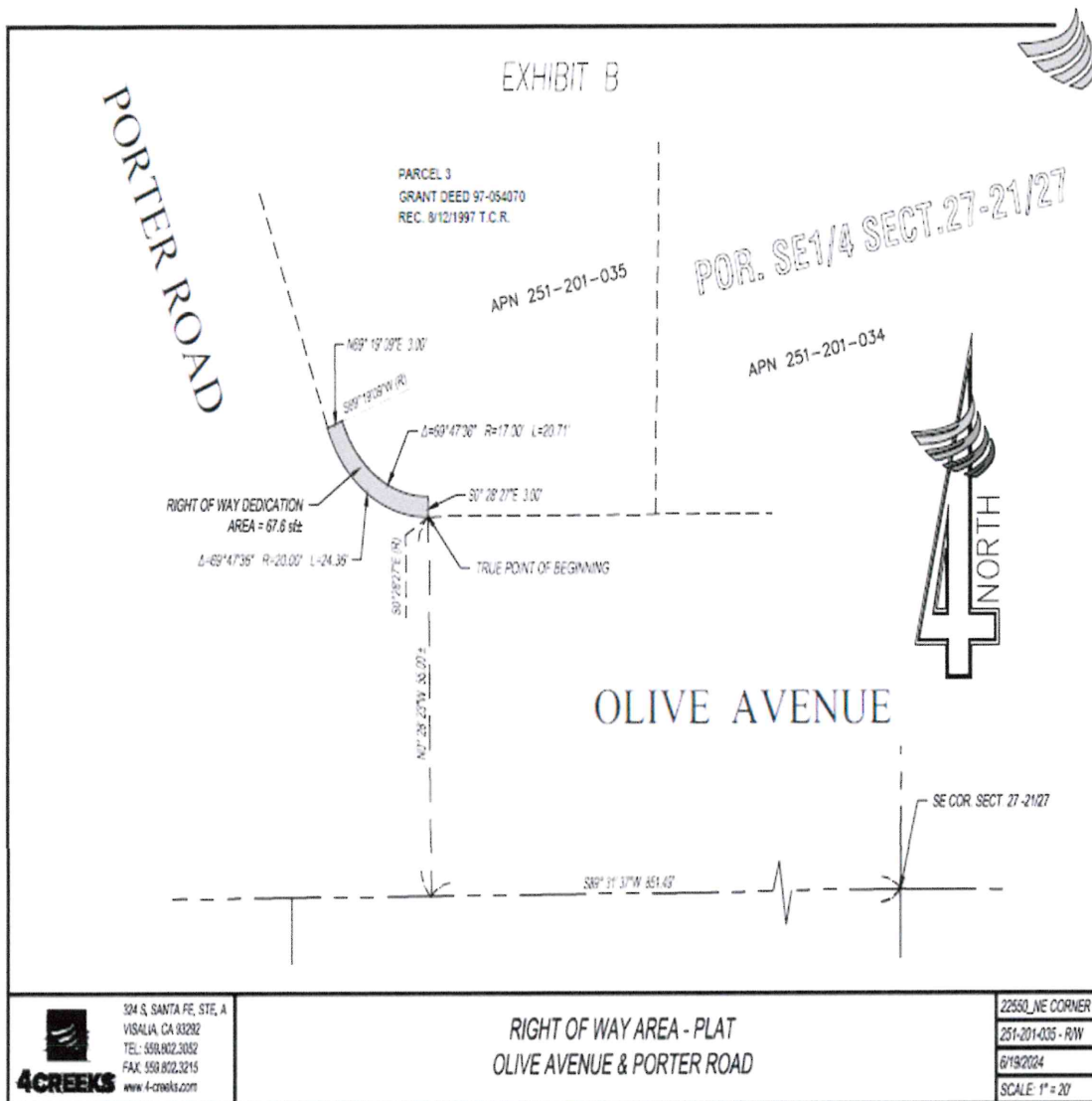
Thence Northwesterly 24.36 feet along said curve on the South line of said Parcel 3, said curve being concave to the Northeast, with a radius of 20.00 feet, a central angle of $69^{\circ} 47' 36''$, and a beginning radial which bears South $0^{\circ} 28' 27''$ East;

Thence North $69^{\circ} 19' 09''$ East, 3.00 feet;

Thence Southeasterly 20.71 feet along a non-tangent curve, concave to the Northeast, with a radius of 17.00 feet, a central angle of $69^{\circ} 47' 36''$, and a beginning radial which bears South $69^{\circ} 19' 09''$ West;

Thence South $0^{\circ} 28' 27''$ East, 3.00 feet to the True Point of Beginning.

Containing approximately 67.6 square feet



Recorded at the Request of and:
When Recorded Return To:

City of Porterville
Attention: Clerk of the Board
291 N. Main Street
Porterville, CA 93527

DOCUMENTARY TRANSFER TAX: \$ None

Space above this line is for Recorder's Use

☐ Computed on the consideration or value of property conveyed; OR
☐ Computed on the consideration or value less liens or encumbrances
remaining at time of sale.

"Record without fee subject to Gov't Code 6103
Recordation required to complete chain of title and
is exempt from payment of documentary tax in
accordance with R&T Code 11922"

GRANT DEED

Assessor's Parcel No: 251-201-035

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, **Cedar Cliff Village, LLC., a California limited partnership ("Grantor")** hereby grants to the **City of Porterville, ("Grantee")** all that real property together with the right title and interest in the City of Porterville, County of Tulare, State of California, described in Exhibit A and shown on and delineated on Exhibit B, both of which are attached hereto and by this reference made a part hereof.

Dated: _____

Cedar Cliff Village, LLC

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

251-201-035 Cedar Cliff, LLC

EXHIBIT A

LEGAL DESCRIPTION

RIGHT OF WAY AREA

That portion of Parcel 3 of that Grant Deed recorded August 12, 1997 as Document No. 97-054070 of the Official Records of Tulare County, being situated in a portion of the Southeast quarter of Section 27, Township 21 South, Range 27 East, Mount Diablo Base and Meridian, in the City of Porterville, County of Tulare, State of California, and being described as follows:

Commencing at the Southeast corner of said Section 27;

Thence South $89^{\circ} 31' 37''$ West, along the South line of said Southeast quarter, a distance of 851.49 feet;

Thence North $0^{\circ} 28' 23''$ West, 55.00 feet more or less to the beginning of a curve on the South line of said Parcel 3 and the True Point of Beginning;

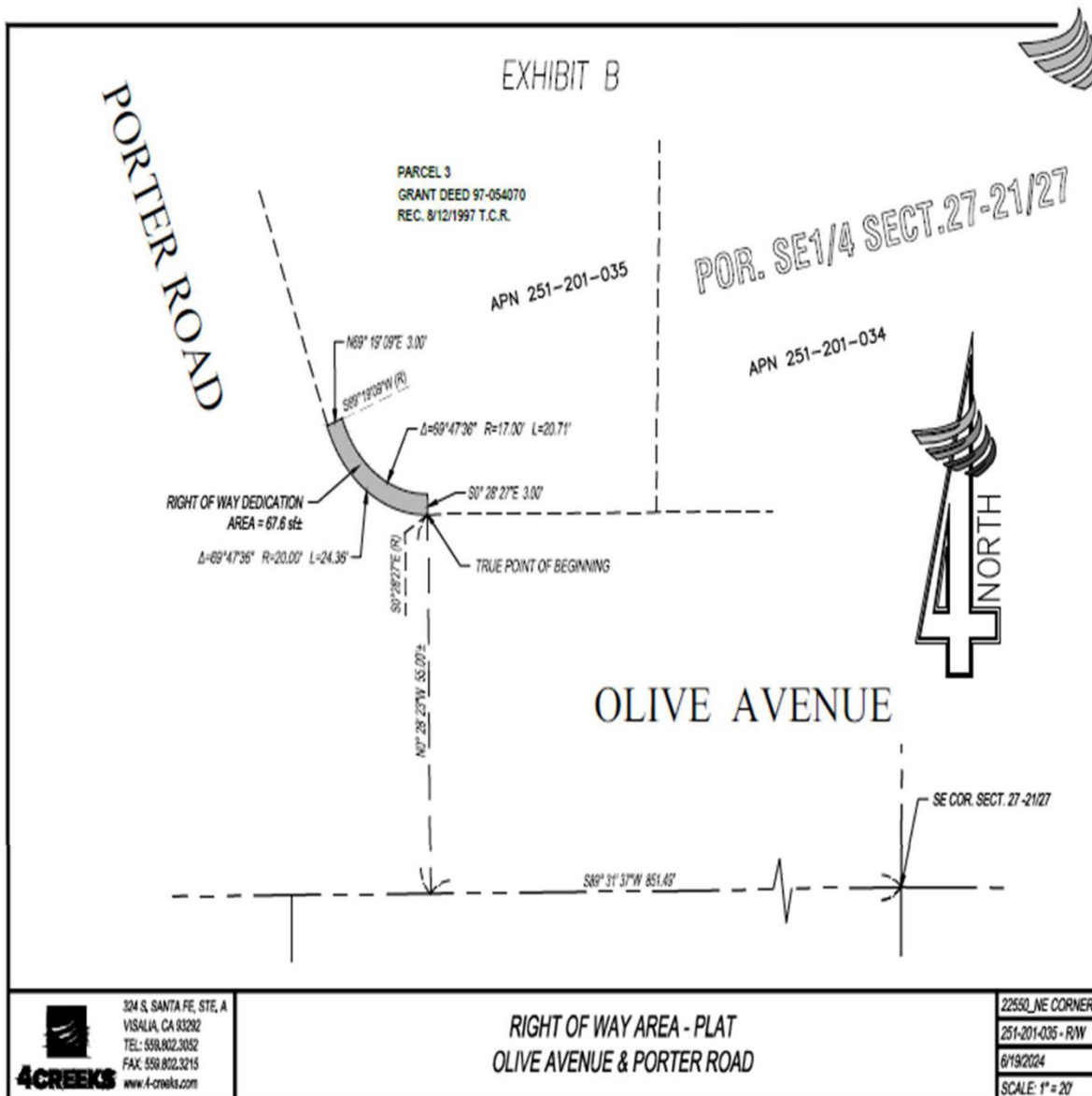
Thence Northwesterly 24.36 feet along said curve on the South line of said Parcel 3, said curve being concave to the Northeast, with a radius of 20.00 feet, a central angle of $69^{\circ} 47' 36''$, and a beginning radial which bears South $0^{\circ} 28' 27''$ East;

Thence North $69^{\circ} 19' 09''$ East, 3.00 feet;

Thence Southeasterly 20.71 feet along a non-tangent curve, concave to the Northeast, with a radius of 17.00 feet, a central angle of $69^{\circ} 47' 36''$, and a beginning radial which bears South $69^{\circ} 19' 09''$ West;

Thence South $0^{\circ} 28' 27''$ East, 3.00 feet to the True Point of Beginning.

Containing approximately 67.6 square feet



324 S. SANTA FE, STE. A
VISALIA, CA 93282
TEL: 559.802.3052
FAX: 559.802.3215
www.4creeks.com

RIGHT OF WAY AREA - PLAT
OLIVE AVENUE & PORTER ROAD

22550_NE CORNER
251-201-035 - R/W
6/19/2024
SCALE: 1" = 20'

ACKNOWLEDGMENT

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

State of California)
) ss
County of _____)

On _____ before me, _____, Notary Public
(Date) (Name of Notary)

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

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

WITNESS my hand and official seal.

(Notary Signature)

RESOLUTION NO. ____-2025

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
PORTERVILLE ACCEPTING A GRANT DEED IN FEE FOR REAL PROPERTY
AND ASSOCIATED TEMPORARY CONSTRUCTION EASEMENT FROM
JOHN LAW, INC. FOR RIGHT OF WAY IMPROVEMENTS

BE IT RESOLVED by the City Council of the City of Porterville, that the City of Porterville hereby accepts a Grant Deed in fee for right of way improvements from John Law, Inc., a California Corporation ("Grantor"), for real property, in the City of Porterville, County of Tulare, State of California, to-wit:

See Exhibits "A" and "C" and as shown on Exhibits "B" and "D" attached hereto and made a part hereof by reference.

BE IT FURTHER RESOLVED that the purchase price of THREE THOUSAND FIVE HUNDRED DOLLARS (\$3,500) is hereby approved with the City to disburse funds to the Grantor, pay the normal and customary fees, authorize the Mayor and City Manager to sign all necessary documents, and said deed to be recorded in the office of the Tulare County Recorder. The foregoing has been accepted by the City Council for the City of Porterville.

Greg Meister, Mayor

ATTEST:
Jason Ridenour, Interim City Clerk

By _____
Fernando Gabriel Moraga, Acting Chief Deputy City Clerk

EXHIBIT A

LEGAL DESCRIPTION

RIGHT OF WAY AREA

That portion of the Parcel described in that Grant Deed recorded July 10, 1989 as Document No. 36065 in Volume 4856 at Page 411 of the Official Records of Tulare County, being situated in a portion of the Northeast quarter of Section 34, Township 21 South, Range 27 East, Mount Diablo Base and Meridian, in the City of Porterville, County of Tulare, State of California, and being described as follows:

Commencing at the Northeast corner of said Section 34;

Thence South 89° 31' 37" West, along the North line of said Northeast quarter, a distance of 846.31 feet;
Thence South 0° 28' 23" East, 55.47 feet more or less to the North line of said Parcel and the True Point of Beginning;

Thence South 0° 00' 00" East, 1.59 feet;

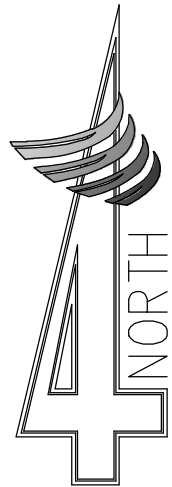
Thence Southwesterly 9.78 feet along a non-tangent curve, concave to the Southeast, with a radius of 8.51 feet, a central angle of 65° 53' 47", and a beginning radial which bears North 21° 22' 16" West;
Thence North 90° 00' 00" West, 1.50 feet more or less to the beginning of a curve on the West line of said parcel;

Thence Northeasterly 12.16 feet along said curve on the West line of said Parcel, said curve being concave to the Southeast, with a radius of 10.00 feet, a central angle of 69° 40' 20", and a beginning radial which bears North 87° 42' 49" West, to the True Point of Beginning.

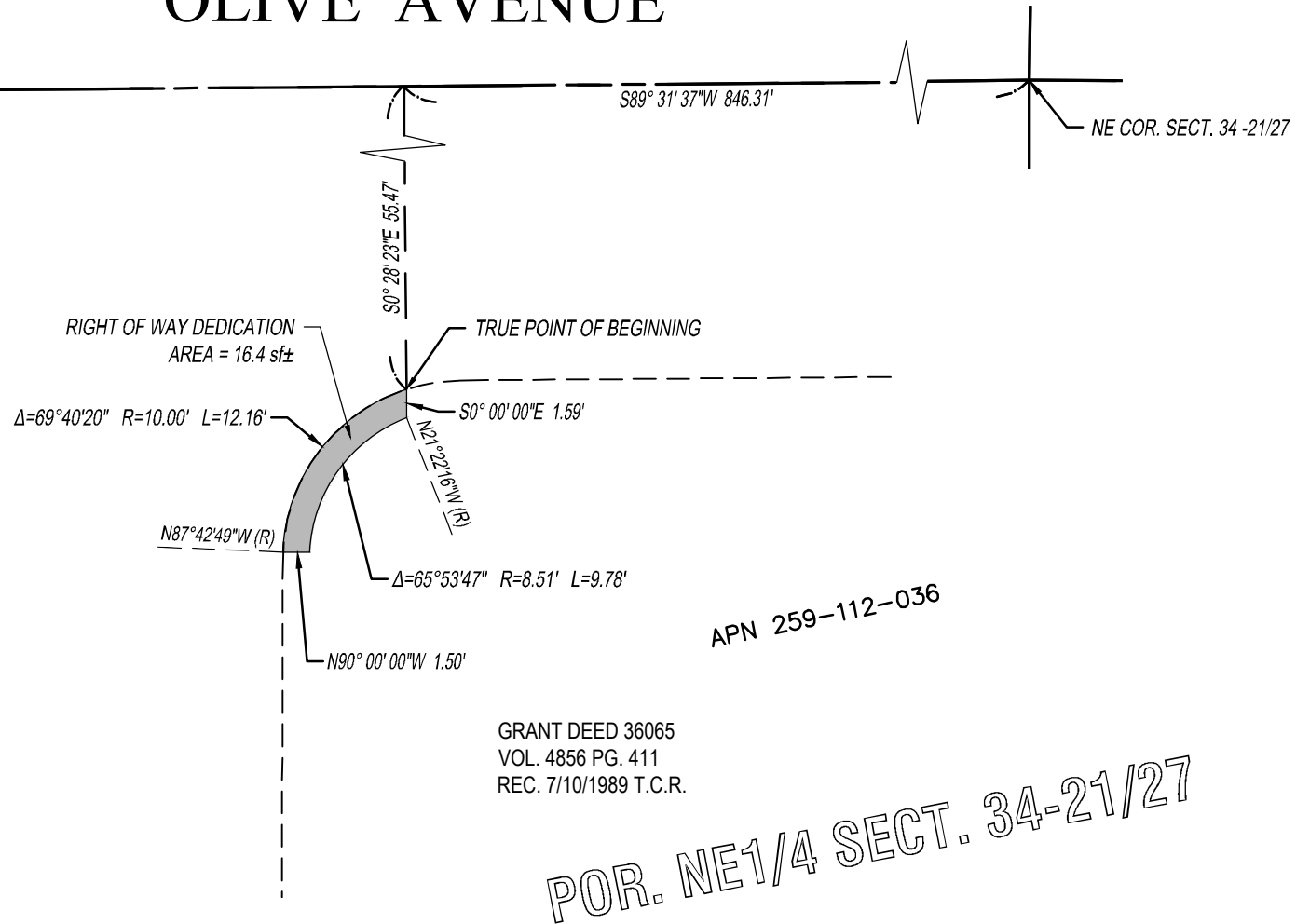
Containing approximately 16.4 square feet

EXHIBIT B

OLIVE AVENUE



CLOVERLEAF STREET



324 S. SANTA FE, STE. A
VISALIA, CA 93292
TEL: 559.802.3052
FAX: 559.802.3215
www.4-creeks.com

RIGHT OF WAY AREA - PLAT
OLIVE AVENUE & CLOVERLEAF STREET

22550_SE CORNER
259-112-036 - R/W
6/20/2024
SCALE: 1" = 10'

EXHIBIT C

LEGAL DESCRIPTION

TEMPORARY CONSTRUCTION EASEMENT AREA

That portion of the Parcel described in that Grant Deed recorded July 10, 1989 as Document No. 36065 in Volume 4856 at Page 411 of the Official Records of Tulare County, being situated in a portion of the Northeast quarter of Section 34, Township 21 South, Range 27 East, Mount Diablo Base and Meridian, in the City of Porterville, County of Tulare, State of California, and being described as follows:

Commencing at the Northeast corner of said Section 34;

Thence South 89° 31' 37" West, along the North line of said Northeast quarter, a distance of 846.31 feet;

Thence South 0° 28' 23" East, 55.47 feet more or less to the North line of said Parcel;

Thence South 0° 00' 00" East, 1.59 feet to the True Point of Beginning;

Thence continuing South 0° 00' 00" East, 22.73 feet;

Thence North 90° 00' 00" West, 6.95 feet more or less to the West line of said Parcel,

Thence North 0° 10' 54" East, along said West line, 15.21 feet;

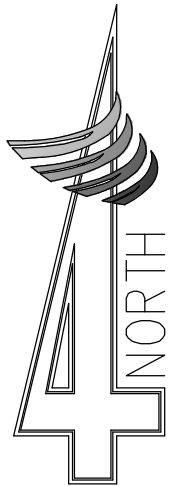
Thence North 90° 00' 00" East, 1.50 feet;

Thence Northeasterly 9.78 feet along a non-tangent curve, concave to the Southeast, with a radius of 8.51 feet, a central angle of 65° 53' 47", and a beginning radial which bears North 87° 16' 03" West, to the True Point of Beginning.

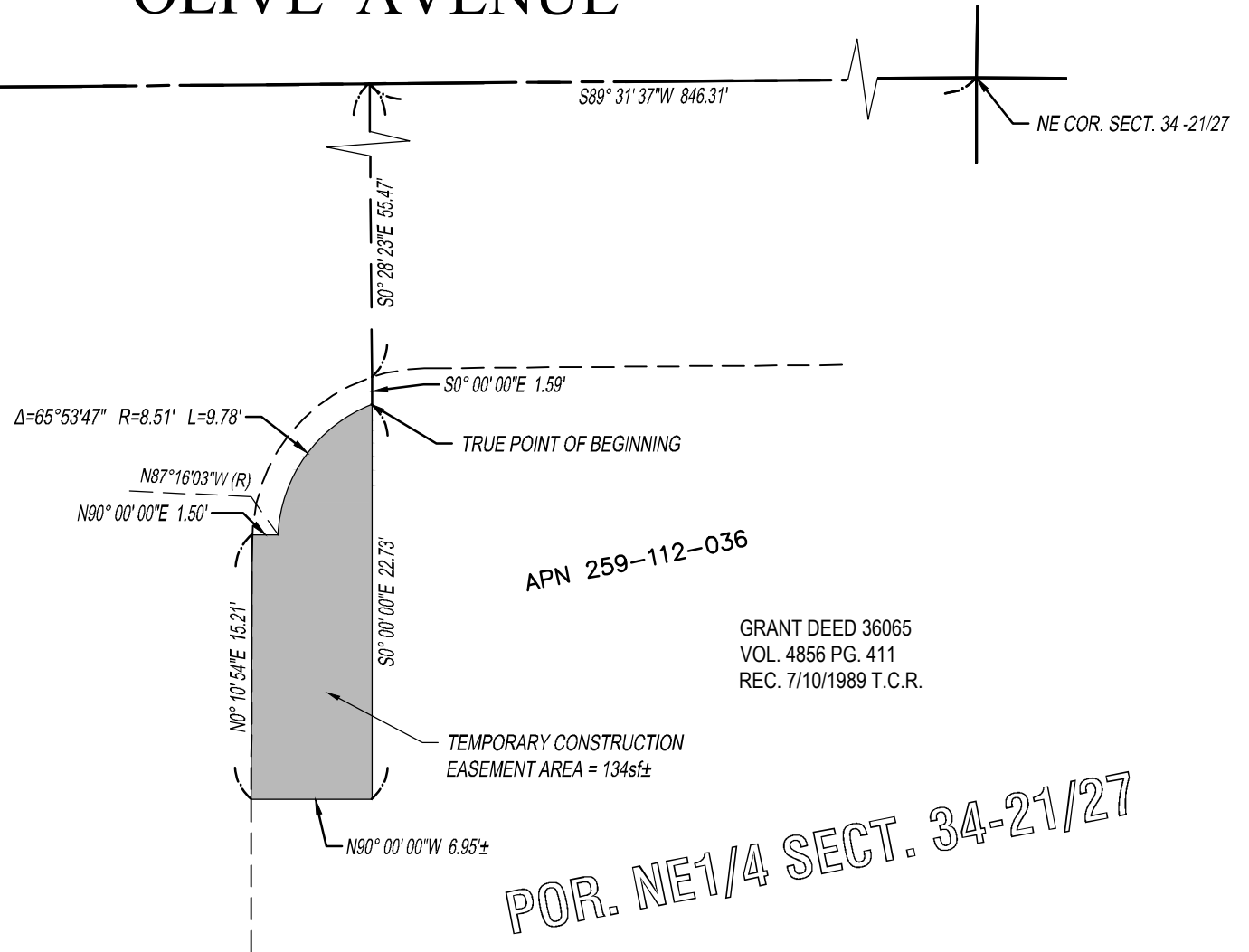
Containing approximately 134 square feet

EXHIBIT D

OLIVE AVENUE



CLOVERLEAF STREET



TEMPORARY CONSTRUCTION EASEMENT AREA - PLAT OLIVE AVENUE & CLOVERLEAF STREET



324 S. SANTA FE, STE. A
VISALIA, CA 93292
TEL: 559.802.3052
FAX: 559.802.3215
www.4-creeks.com

22550_SE CORNER
259-112-036 - TCE
6/20/2024
SCALE: 1" = 10'

PARCEL NO.: 259-112-036

PROJECT: OLIVE AND CLOVERLEAF/PORTER TRAFFIC SIGNAL PROJECT

**AGREEMENT FOR ACQUISITION OF REAL PROPERTY
(ESCROW INSTRUCTIONS)**

THIS AGREEMENT ("Agreement") is entered into this _____ day of _____, 2025 by and between the City of Porterville, a municipal corporation, (hereinafter called "Buyer"), and John Law, Inc., a California Corporation, (hereinafter called "Seller") for acquisition by Buyer of one Partial Property Acquisition in fee consisting of approximately 16.4 square feet simple acquisition area (Right-of-Way Dedication) and a Temporary Construction Easement consisting of approximately 134 square feet, over real property hereinafter set forth.

IT IS HEREBY MUTUALLY AGREED BETWEEN THE PARTIES AS FOLLOWS:

1. AGREEMENT TO SELL AND PURCHASE. Seller agrees to sell to Buyer, and Buyer agrees to purchase from Seller, upon the terms and for the consideration set forth in this Agreement the following interest(s) in property, all situated in the City of Porterville, County of Tulare, State of California:

- A. Partial Property Acquisition in fee (Attached as Attachment 1)
- B. Temporary Construction Easement (Attached as Attachment 2)

The legal description of the interest is identified in the referenced attachment, which is hereby incorporated by reference.

2. PURCHASE PRICE. The total purchase price, payable in cash through escrow, shall be the sum of:

THREE THOUSAND FIVE HUNDRED DOLLARS
(\$3,500.00)

The total purchase price includes: acquisition value of the property interests identified in section 1.

3. CONVEYANCE OF TITLE. Seller agrees to convey the fee interest by Grant Deed and the Easement by Easement Deed.

4. TITLE INSURANCE POLICY. Escrow Agent shall, following recording of deed to Buyer, provide Buyer with CLTA Standard Coverage Policy of Title Insurance in the amount of \$3,500.00 issued by First American Title Company showing the title to the property vested in Buyer, subject only to the exceptions set forth in Section 3 and the printed exceptions and stipulations in said policy. Buyer agrees to pay the premium charged, therefore.

5. ESCROW. Buyer agrees to open an escrow in accordance with this Agreement at First American Title Company, 484 N. Prospect Street, Suite C, Porterville, CA 93257, (559) 306-3386. This Agreement constitutes the joint escrow instructions of Buyer and Seller, and Escrow Agent to whom these instructions are delivered is hereby empowered to act under this Agreement. The parties hereto agree to do all acts necessary to close this escrow in the shortest possible time.

Seller agrees to deposit with Escrow Agent prior to the Close of Escrow an original, fully executed and acknowledged deeds prepared by Escrow Agent and any other customary agreements, consents, or documents reasonably necessary to effectuate the purchase of the subject property. Buyer agrees to deposit the purchase price and **certificate of acceptance** upon demand of Escrow Agent.

All funds received in this escrow shall be deposited with other escrow funds in a general escrow account(s) and may be transferred to any other such escrow trust account in any State or National Bank doing business in the State of California. All disbursements shall be made by check or wire transfer from such account.

ESCROW AGENT IS AUTHORIZED TO, AND SHALL:

- A. Pay and charge Buyer for any escrow fees, charges, and costs payable under Section 7 of this Agreement;
- B. Disburse funds and deliver deed when conditions of this escrow have been fulfilled by Buyer and Seller.

The term "close of escrow", if and where written in these instructions, shall mean the date necessary instruments of conveyance are recorded in the office of the County Recorder. Recordation of instruments delivered through this escrow is authorized if necessary or proper in the issuance of said policy of title insurance.

TIME IS OF THE ESSENCE IN THESE INSTRUCTIONS AND ESCROW IS TO CLOSE AS SOON AS POSSIBLE. If (except for deposit of money by Buyer, which shall be made by Buyer upon demand of Escrow Agent before close of escrow) this escrow is not in condition to close within 60 days from date of these instructions, any party who then shall have fully complied with his instructions may, in writing, demand the return of his money or property; but if none have complied no demand for return thereof shall be recognized until five (5) days after Escrow Agent shall have mailed copies of such demand to all other parties at the respective addresses shown in these escrow instructions, and if any objections are raised within said five (5) day period, Escrow Agent is authorized to hold all papers and documents until instructed by a court of competent jurisdiction or mutual instructions. If no demands are made, proceed with closing of this escrow as soon as possible.

Responsibility for Escrow Agent under this Agreement is expressly limited to Sections 1, 2, 3, 4, 5, 7, 10, and 11 and to its liability under any policy of title insurance issued regarding this transaction.

6. TITLE VI. The parties to this contract shall, pursuant to Section 21.7(a) of Title 49, Code of Federal Regulations, comply with all elements of Title VI of the Civil Rights Act of 1964. This requirement under Title VI and the Code of Federal Regulations is to complete the USDOT-Non-Discrimination Assurance requiring compliance with Title VI of the Civil Rights Act of 1964, 49 C.F.R. Part 21 and 28 C.F.R. Section 50.3.

No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity that is the subject of this contract.

7. ESCROW FEES, CHARGES AND COSTS. Buyer agrees to pay all Buyer's and Seller's usual fees, charges, and costs which arise in this escrow.

8. PERMISSION TO ENTER ON PREMISES. Seller hereby grants to Buyer, or its authorized agents, permission to enter upon the Property at all reasonable times prior to close of escrow for the purpose of making necessary or appropriate inspections. It is understood that the buyer and its contractors will indemnify the undersigned and hold them harmless from any and all liability for bodily injury, death and property damage arising out of or in any way connected with such use, and reimburse the seller for all costs, expenses and loss, including attorney's fees, incurred by them in consequence of any claims, demands and causes of action which may be made or brought against them arising out of such use.

9. COUNTERPARTS. This Agreement may be executed in counterparts, each of which so executed shall, irrespective of the date of its execution and delivery, be deemed an original, and all such counterparts together shall constitute one and the same instrument.

10. CLOSING STATEMENT. Seller instructs Escrow Agent to release a copy of Seller's statement to Buyer and to Paragon Partners Consultants, Inc., 5660 Katella Avenue, Suite 100, Cypress, CA 90630; purpose being to ascertain if any reimbursements are due Seller.

11. WARRANTIES, REPRESENTATIONS, AND COVENANTS OF SELLER. Seller hereby warrants, represents, and/or covenants to Buyer that:

- A. To the best of Seller's knowledge, there are no actions, suits, material claims, legal proceedings, or any other proceedings affecting the property or any portion thereof, at law, or in equity before any court or governmental agency, domestic or foreign.
- B. Until the closing, Seller shall not do anything which would impair Seller's title to any of the property.

12. HAZARDOUS WASTE. Neither Seller nor, to the best of Seller's knowledge, any previous owner, tenant, occupant, or user of the Property used, generated, released, discharged, stored, or disposed of any hazardous waste, toxic substances, or related materials ("Hazardous Materials") on, under, in, or about the Property, or transported any Hazardous Materials to or from the Property. Seller shall not cause or permit the presence, use, generation, release, discharge, storage, or disposal of any Hazardous Materials on, under, in, or about, or the transportation of any Hazardous Materials to or from, the Property. The term "Hazardous Material" shall mean any substance, material, or waste which is or becomes regulated by any local governmental authority, the State of California, or the United States Government, including, but not limited to, any material or substance which is (i) defined as a "hazardous waste", "extremely hazardous waste", or "restricted hazardous waste" under Section 25115, 25117 or 25122.7, or listed pursuant to Section 25140 of the California Health and Safety Code, Division 20, Chapter 6.5 (Hazardous Waste Control Law), (ii) defined as "hazardous substance" under Section 25316 of the California Health and Safety Code, Division 20, Chapter 6.8 (Carpenter-Presley-Tanner Hazardous Substance Account Act), (iii) defined as a "hazardous material", "hazardous substance", or "hazardous waste" under Section 25501 of the California Health and Safety Code, Division 20, Chapter 6.95 (Hazardous Materials Release Response Plans and Inventory), (iv) defined as a "hazardous substance" under Section 25281 of the California Health and Safety Code,

Division 20, Chapter 6.7 (Underground Storage of Hazardous Substances), (v) petroleum, (vi) asbestos, (vii) polychlorinated byphenyls, (viii) listed under Article 9 or defined as "hazardous" or "extremely hazardous" pursuant to Article 11 of Title 22 of the California Administrative Code, Division 4, Chapter 20, (ix) designated as a "hazardous substances" pursuant to Section 311 of the Clean Water Act, (33 U.S.C. S1317), (x) defined as a "hazardous waste" pursuant to Section 1004 of the Resource Conservation and Recovery Act, 42 U.S.C. S6901 et seq. (42 U.S.C. S6903) or (xi) defined as a "hazardous substances" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation, as amended by Liability Act, 42. U.S.C. S9601 et seq. (42 U.S.C. S9601).

13. COMPLIANCE WITH ENVIRONMENTAL LAWS. To the best of Seller's knowledge the Property complies with all applicable laws and governmental regulations including, without limitation, all applicable federal, state, and local laws pertaining to air and water quality, hazardous waste, waste disposal, and other environmental matters, including, but not limited to, the Clean Water, Clean Air, Federal Water Pollution Control, Solid Waste Disposal, Resource Conservation Recovery and Comprehensive Environmental Response Compensation and Liability Acts, and the California Environment Quality Act, and the rules, regulations, and ordinances of the city within which the subject property is located, the California Department of Health Services, the Regional Water Quality Control Board, the State Water Resources Control Board, the Environmental Protection Agency, and all applicable federal, state, and local agencies and bureaus.

14. INDEMNITY. Seller agrees to indemnify, defend and hold Buyer harmless from and against any claim, action, suit, proceeding, loss, cost, damage, liability, deficiency, fine, penalty, punitive damage, or expense (including, without limitation, attorneys' fees), resulting from, arising out of, or based upon (i) the presence, release, use, generation, discharge, storage, or disposal of any Hazardous Material on, under, in or about, or the transportation of any such materials to or from, the Property, or (ii) the violation, or alleged violation, of any statute, ordinance, order, rule, regulation, permit, judgment, or license relating to the use, generation, release, discharge, storage, disposal, or transportation of Hazardous Materials on, under, in, or about, to or from, the Property. This indemnity shall include, without limitation, any damage, liability, fine, penalty, punitive damage, cost, or expense arising from or out of any claim, action, suit or proceeding for personal injury (including sickness, disease, or death, tangible or intangible property damage, compensation for lost wages, business income, profits or other economic loss, damage to the natural resource or the environment, nuisance, pollution, contamination, leak, spill, release, or other adverse effect on the environment). This indemnity extends only to liability created prior to or up to the date this escrow shall close. Seller shall not be responsible for acts or omissions to act post close of this escrow.

15. CONTINGENCY. It is understood and agreed between the parties hereto that the completion of this transaction, and the escrow created hereby, is contingent upon the specific acceptance and approval of the Buyer herein.

The terms and conditions, covenants, and agreements set forth herein shall apply to and bind the heirs, executors, administrators, assigns and successors of the parties hereto.

This Agreement contains the entire agreement between both parties, neither party relies upon any warranty or representation not contained in this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year set forth hereinabove.

BUYER

City of Porterville

BY: _____
Mayor

DATE: _____

MAILING ADDRESS OF BUYER

Community Development Dept.
291 N. Main Street
Porterville, CA 93257

MAILING ADDRESS OF SELLER

875 W. Olive Ave.
Porterville, CA 93257

APPROVED AS TO FORM

BY: _____
City Attorney

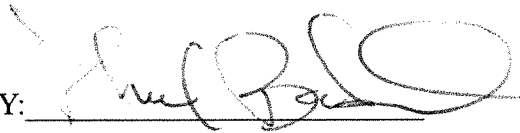
ATTEST

BY: _____
City Clerk

DATE: _____

SELLER

John Law, INC., a California Corporation

BY:  _____

DATE: 2/11/25

BY:  _____

DATE: 2/11/25

DATE: _____

ATTACHMENT 1

Recorded at the Request of and:
When Recorded Return To:

City of Porterville
Attention: Clerk of the Board
291 N. Main Street
Porterville, CA 93527

DOCUMENTARY TRANSFER TAX: \$ None

Space above this line is for Recorder's Use

 Computed on the consideration or value of property conveyed; OR

 Computed on the consideration or value less liens or encumbrances
remaining at time of sale.

"Record without fee subject to Gov't Code 6103
Recordation required to complete chain of title and is
exempt from payment of documentary tax in
accordance with R&T Code 11922"

GRANT DEED

Assessor's Parcel No: 259-112-036

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, **John Law, INC., a California Corporation, ("Grantor")** hereby grants to the **City of Porterville, ("Grantee")** all that real property together with the right title and interest in the City of Porterville, County of Tulare, State of California, described in Exhibit A and shown on and delineated on Exhibit B, both of which are attached hereto and by this reference made a part hereof.

Dated: _____

John Law, Inc.

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

EXHIBIT A

LEGAL DESCRIPTION

RIGHT OF WAY AREA

That portion of the Parcel described in that Grant Deed recorded July 10, 1989 as Document No. 36065 in Volume 4856 at Page 411 of the Official Records of Tulare County, being situated in a portion of the Northeast quarter of Section 34, Township 21 South, Range 27 East, Mount Diablo Base and Meridian, in the City of Porterville, County of Tulare, State of California, and being described as follows:

Commencing at the Northeast corner of said Section 34;

Thence South $89^{\circ} 31' 37''$ West, along the North line of said Northeast quarter, a distance of 846.31 feet;
Thence South $0^{\circ} 28' 23''$ East, 55.47 feet more or less to the North line of said Parcel and the True Point of Beginning;

Thence South $0^{\circ} 00' 00''$ East, 1.59 feet;

Thence Southwesterly 9.78 feet along a non-tangent curve, concave to the Southeast, with a radius of 8.51 feet, a central angle of $65^{\circ} 53' 47''$, and a beginning radial which bears North $21^{\circ} 22' 16''$ West;
Thence North $90^{\circ} 00' 00''$ West, 1.50 feet more or less to the beginning of a curve on the West line of said parcel;

Thence Northeasterly 12.16 feet along said curve on the West line of said Parcel, said curve being concave to the Southeast, with a radius of 10.00 feet, a central angle of $69^{\circ} 40' 20''$, and a beginning radial which bears North $87^{\circ} 42' 49''$ West, to the True Point of Beginning.

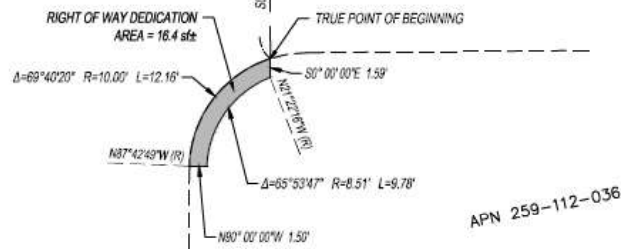
Containing approximately 16.4 square feet

EXHIBIT B

OLIVE AVENUE



CLOVERLEAF STREET



GRANT DEED 36065
VOL. 4856 PG. 411
REC. 7/10/1989 T.C.R.

POR. NE1/4 SECT. 34-21/27

4CREEKS
324 S. SANTA FE, STE. A
VISALIA, CA 93292
TEL: 559.802.3052
FAX: 559.802.3215
www.4-creeks.com

RIGHT OF WAY AREA - PLAT
OLIVE AVENUE & CLOVERLEAF STREET

22550 SE CORNER
259-112-036 - R/W
6/20/2024
SCALE: 1" = 10'

ACKNOWLEDGMENT

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

State of California)
) ss
County of _____)

On _____ before me, _____, Notary Public
(Date) (Name of Notary)

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

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

WITNESS my hand and official seal.

(Notary Signature)

Attachment 2

Recorded at the Request of and:
When Recorded Return To:

**City of Porterville
Attention: Clerk of the Board
291 N. Main Street
Porterville, CA 93527**

DOCUMENTARY TRANSFER TAX: \$ None

Space above this line is for Recorder's Use

 Computed on the consideration or value of property conveyed; OR

 Computed on the consideration or value less liens or encumbrances
remaining at time of sale.

"Record without fee subject to Gov't Code 6103
Recordation required to complete chain of title and is
exempt from payment of documentary tax in
accordance with R&T Code 11922"

TEMPORARY CONSTRUCTION EASEMENT

Assessor's Parcel No: 259-112-036

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, **John Law, Inc., a California Corporation ("Grantor")** hereby grants to the **City of Porterville ("Grantee")** a two (2) year temporary construction easement for construction and construction staging purposes in, over, under and across those portions of real property located in the City of Porterville, County of Tulare, State of California, described as:

SEE EXHIBITS "C" AND "D" ATTACHED HERETO AND MADE A PART HEREOF.

As required in connection with the Olive and Cloverleaf/Porter Traffic Signal Project, together with the right and privilege of entering upon said land to accomplish purposes described above. The right granted herein shall commence following a forty-eight (48) hour written notice to Grantor by Grantee.

Dated: _____

John Law, Inc.

By: _____

Name: _____

Title: _____

EXHIBIT C

LEGAL DESCRIPTION

TEMPORARY CONSTRUCTION EASEMENT AREA

That portion of the Parcel described in that Grant Deed recorded July 10, 1989 as Document No. 36065 in Volume 4856 at Page 411 of the Official Records of Tulare County, being situated in a portion of the Northeast quarter of Section 34, Township 21 South, Range 27 East, Mount Diablo Base and Meridian, in the City of Porterville, County of Tulare, State of California, and being described as follows:

Commencing at the Northeast corner of said Section 34;

Thence South 89° 31' 37" West, along the North line of said Northeast quarter, a distance of 846.31 feet;

Thence South 0° 28' 23" East, 55.47 feet more or less to the North line of said Parcel;

Thence South 0° 00' 00" East, 1.59 feet to the True Point of Beginning;

Thence continuing South 0° 00' 00" East, 22.73 feet;

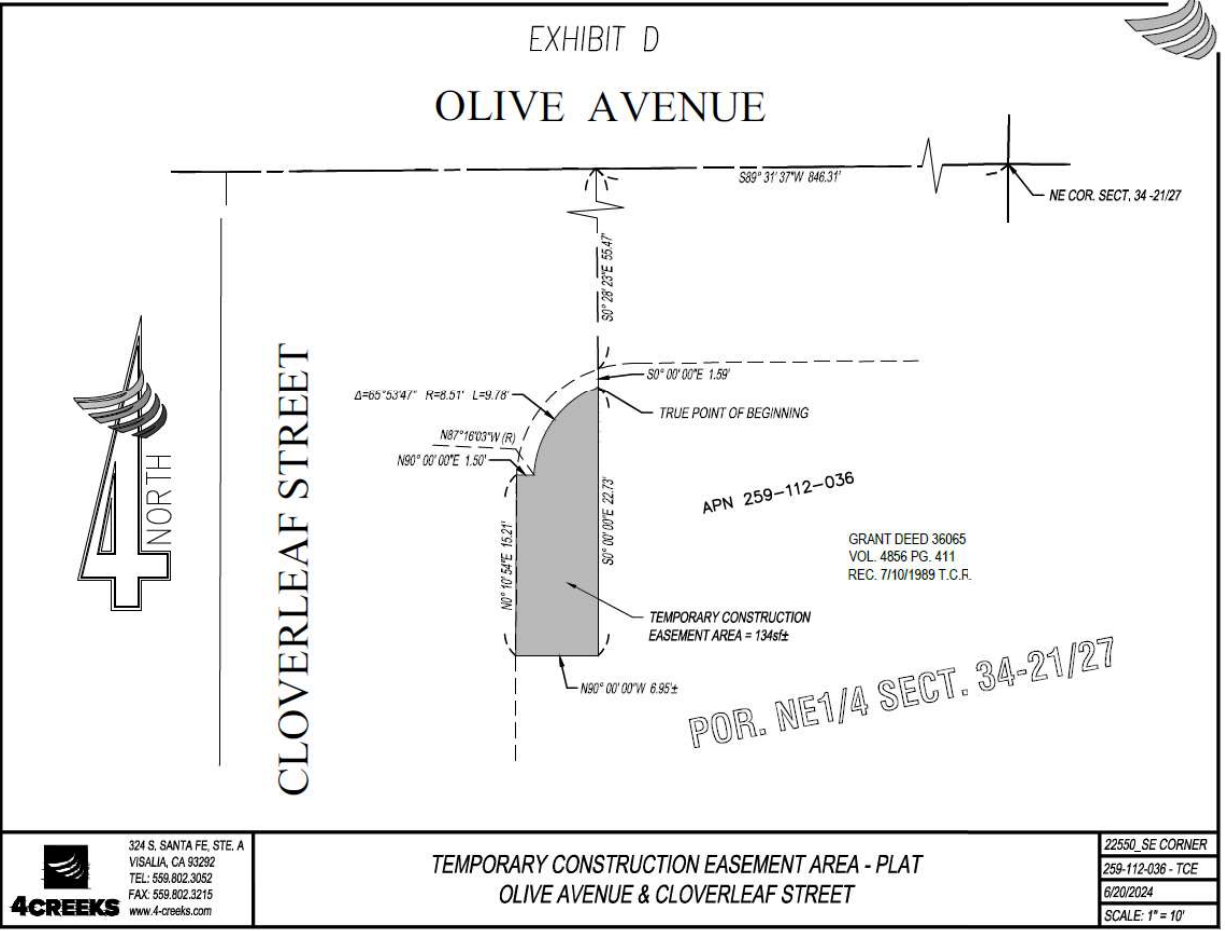
Thence North 90° 00' 00" West, 6.95 feet more or less to the West line of said Parcel,

Thence North 0° 10' 54" East, along said West line, 15.21 feet;

Thence North 90° 00' 00" East, 1.50 feet;

Thence Northeasterly 9.78 feet along a non-tangent curve, concave to the Southeast, with a radius of 8.51 feet, a central angle of 65° 53' 47", and a beginning radial which bears North 87° 16' 03" West, to the True Point of Beginning.

Containing approximately 134 square feet



ACKNOWLEDGMENT

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

State of California)
) ss
County of _____)

On _____ before me, _____, Notary Public
(Date) (Name of Notary)

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

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

WITNESS my hand and official seal.

(Notary Signature)

Recorded at the Request of and:
When Recorded Return To:

City of Porterville
Attention: Clerk of the Board
291 N. Main Street
Porterville, CA 93527

DOCUMENTARY TRANSFER TAX: \$ None

Space above this line is for Recorder's Use

☐ Computed on the consideration or value of property conveyed; OR
☐ Computed on the consideration or value less liens or encumbrances
remaining at time of sale.

"Record without fee subject to Gov't Code 6103
Recordation required to complete chain of title and
is exempt from payment of documentary tax in
accordance with R&T Code 11922"

GRANT DEED

Assessor's Parcel No: 259-112-036

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, **John Law, Inc., a California Corporation, ("Grantor")** hereby grants to the **City of Porterville, ("Grantee")** all that real property together with the right title and interest in the City of Porterville, County of Tulare, State of California, described in Exhibit A and shown on and delineated on Exhibit B, both of which are attached hereto and by this reference made a part hereof.

Dated: _____

John Law, Inc.

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

EXHIBIT A

LEGAL DESCRIPTION

RIGHT OF WAY AREA

That portion of the Parcel described in that Grant Deed recorded July 10, 1989 as Document No. 36065 in Volume 4856 at Page 411 of the Official Records of Tulare County, being situated in a portion of the Northeast quarter of Section 34, Township 21 South, Range 27 East, Mount Diablo Base and Meridian, in the City of Porterville, County of Tulare, State of California, and being described as follows:

Commencing at the Northeast corner of said Section 34;

Thence South 89° 31' 37" West, along the North line of said Northeast quarter, a distance of 846.31 feet;
Thence South 0° 28' 23" East, 55.47 feet more or less to the North line of said Parcel and the True Point of Beginning;

Thence South 0° 00' 00" East, 1.59 feet;

Thence Southwesterly 9.78 feet along a non-tangent curve, concave to the Southeast, with a radius of 8.51 feet, a central angle of 65° 53' 47", and a beginning radial which bears North 21° 22' 16" West;
Thence North 90° 00' 00" West, 1.50 feet more or less to the beginning of a curve on the West line of said parcel;

Thence Northeasterly 12.16 feet along said curve on the West line of said Parcel, said curve being concave to the Southeast, with a radius of 10.00 feet, a central angle of 69° 40' 20", and a beginning radial which bears North 87° 42' 49" West, to the True Point of Beginning.

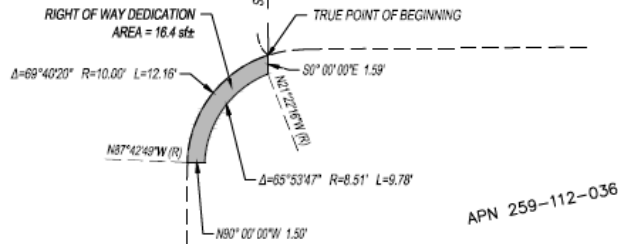
Containing approximately 16.4 square feet

EXHIBIT B

OLIVE AVENUE



CLOVERLEAF STREET



GRANT DEED 36065
VOL. 4856 PG. 411
REC. 7/10/1989 T.C.R.

POR. NE1/4 SECT. 34-21/27

4CREEKS
324 S. SANTA FE, STE. A
VISALIA, CA 93292
TEL: 559.802.3052
FAX: 559.802.3215
www.4-creeks.com

RIGHT OF WAY AREA - PLAT
OLIVE AVENUE & CLOVERLEAF STREET

22550 SE CORNER
259-112-036 - R/W
6/20/2024
SCALE: 1" = 10'

ACKNOWLEDGMENT

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

State of California)
) ss
County of _____)

On _____ before me, _____, Notary Public
(Date) (Name of Notary)

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

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

WITNESS my hand and official seal.

(Notary Signature)

Recorded at the Request of and:
When Recorded Return To:

City of Porterville
Attention: Clerk of the Board
291 N. Main Street
Porterville, CA 93527

DOCUMENTARY TRANSFER TAX: \$ None

Space above this line is for Recorder's Use

☐ Computed on the consideration or value of property conveyed; OR
☐ Computed on the consideration or value less liens or encumbrances
remaining at time of sale.

"Record without fee subject to Gov't Code 6103
Recordation required to complete chain of title and
is exempt from payment of documentary tax in
accordance with R&T Code 11922"

TEMPORARY CONSTRUCTION EASEMENT

Assessor's Parcel No: 259-112-036

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, **John Law, Inc., a California Corporation ("Grantor")** hereby grants to the **City of Porterville ("Grantee")** a two (2) year temporary construction easement for construction and construction staging purposes in, over, under and across those portions of real property located in the City of Porterville, County of Tulare, State of California, described as:

SEE EXHIBITS "C" AND "D" ATTACHED HERETO AND MADE A PART HEREOF.

As required in connection with the Olive and Cloverleaf/Porter Traffic Signal Project, together with the right and privilege of entering upon said land to accomplish purposes described above. The right granted herein shall commence following a forty-eight (48) hour written notice to Grantor by Grantee.

Dated: _____

John Law, Inc.

By: _____

Name: _____

Title: _____

EXHIBIT C

LEGAL DESCRIPTION

TEMPORARY CONSTRUCTION EASEMENT AREA

That portion of the Parcel described in that Grant Deed recorded July 10, 1989 as Document No. 36065 in Volume 4856 at Page 411 of the Official Records of Tulare County, being situated in a portion of the Northeast quarter of Section 34, Township 21 South, Range 27 East, Mount Diablo Base and Meridian, in the City of Porterville, County of Tulare, State of California, and being described as follows:

Commencing at the Northeast corner of said Section 34;

Thence South 89° 31' 37" West, along the North line of said Northeast quarter, a distance of 846.31 feet;

Thence South 0° 28' 23" East, 55.47 feet more or less to the North line of said Parcel;

Thence South 0° 00' 00" East, 1.59 feet to the True Point of Beginning;

Thence continuing South 0° 00' 00" East, 22.73 feet;

Thence North 90° 00' 00" West, 6.95 feet more or less to the West line of said Parcel,

Thence North 0° 10' 54" East, along said West line, 15.21 feet;

Thence North 90° 00' 00" East, 1.50 feet;

Thence Northeasterly 9.78 feet along a non-tangent curve, concave to the Southeast, with a radius of 8.51 feet, a central angle of 65° 53' 47", and a beginning radial which bears North 87° 16' 03" West, to the True Point of Beginning.

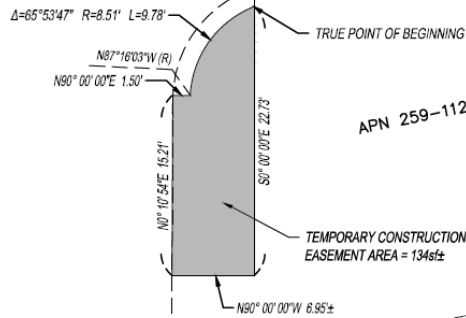
Containing approximately 134 square feet

EXHIBIT D

OLIVE AVENUE



CLOVERLEAF STREET



APN 259-112-036

GRANT DEED 36065
VOL. 4856 PG. 411
REC. 7/10/1989 T.C.R.

POR. NE1/4 SECT. 34-21/27

4CREEKS
324 S. SANTA FE, STE. A
VISALIA, CA 93292
TEL: 559.802.3052
FAX: 559.802.3215
www.4-creeks.com

TEMPORARY CONSTRUCTION EASEMENT AREA - PLAT
OLIVE AVENUE & CLOVERLEAF STREET

22550 SE CORNER
259-112-036 - TCE
6/20/2024
SCALE: 1" = 10'

ACKNOWLEDGMENT

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

State of California)
) ss
County of _____)

On _____ before me, _____, Notary Public
(Date) (Name of Notary)

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

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

WITNESS my hand and official seal.

(Notary Signature)

RESOLUTION NO. ____-2025

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE ACCEPTING A GRANT DEED IN FEE FOR REAL PROPERTY FROM JERRY LEE, TRUSTEE OF THE ARTHUR LEE RESIDUARY TRUST, AS TO AN UNDIVIDED 13.30% INTEREST; JERRY LEE, TRUSTEE OF THE ARTHUR LEE MARITAL TRUST, AS TO AN UNDIVIDED 6.60% INTEREST; MARY LEE, TRUSTEE OF THE MARY LEE REVOCABLE TRUST, AMENDED AND RESTATED ON NOVEMBER 19, 2020, AS TO AN UNDIVIDED 33.50% INTEREST AND JERRY LEE AND/OR ANGELA C. LEE, CO-TRUSTEES OF THE JERRY LEE AND ANGELA C. LEE REVOCABLE TRUST DATED DECEMBER 10, 2003, AS TO AN UNDIVIDED 46.60% INTEREST, ALL AS TENANTS IN COMMON FOR RIGHT OF WAY IMPROVEMENTS

BE IT RESOLVED by the City Council of the City of Porterville, that the City of Porterville hereby accepts a Grant Deed in fee for right of way improvements from Jerry Lee, Trustee of the Arthur Lee Residuary Trust, as to an undivided 13.30% interest; Jerry Lee, Trustee of the Arthur Lee Marital Trust, as to an undivided 6.60% interest; Mary Lee, Trustee of the Mary Lee Revocable Trust, amended and restated on November 19, 2020, as to an undivided 33.50% interest and Jerry Lee and/or Angela C. Lee, co-trustees of the Jerry Lee and Angela C. Lee Revocable Trust dated December 10, 2003, as to an undivided 46.60% interest, all as Tenants In Common ("Grantor"), for real property, in the City of Porterville, County of Tulare, State of California, to-wit:

See Exhibit "A" and as shown on Exhibit "B" attached hereto and made a part hereof by reference.

BE IT FURTHER RESOLVED that the purchase price of ONE THOUSAND FIVE HUNDRED DOLLARS (\$1,500) is hereby approved with the City to disburse funds to the Grantor, pay the normal and customary fees, authorize the Mayor and City Manager to sign all necessary documents, and said deed to be recorded in the office of the Tulare County Recorder. The foregoing has been accepted by the City Council for the City of Porterville.

Greg Meister, Mayor

ATTEST:
Jason Ridenour, Interim City Clerk

By _____
Fernando Gabriel Moraga, Acting Chief Deputy City Clerk

EXHIBIT A

LEGAL DESCRIPTION

RIGHT OF WAY AREA

That portion of Parcel A of Parcel Map No. 48, recorded in Book 1, Page 48 of Parcel Maps, Tulare County Records, being situated in a portion of the Northeast quarter of Section 34, Township 21 South, Range 27 East, Mount Diablo Base and Meridian, in the City of Porterville, County of Tulare, State of California, and being described as follows:

Commencing at the Northeast corner of said Section 34;

Thence South $89^{\circ} 31' 37''$ West, along the North line of said Northeast quarter, a distance of 903.18 feet;

Thence South $0^{\circ} 28' 23''$ East, 55.00 feet more or less to the Northeast corner of said Parcel A and the True Point of Beginning;

Thence South $0^{\circ} 09' 45''$ West, along the East line of said Parcel A, 8.10 feet;

Thence North $89^{\circ} 45' 55''$ West, 4.65 feet;

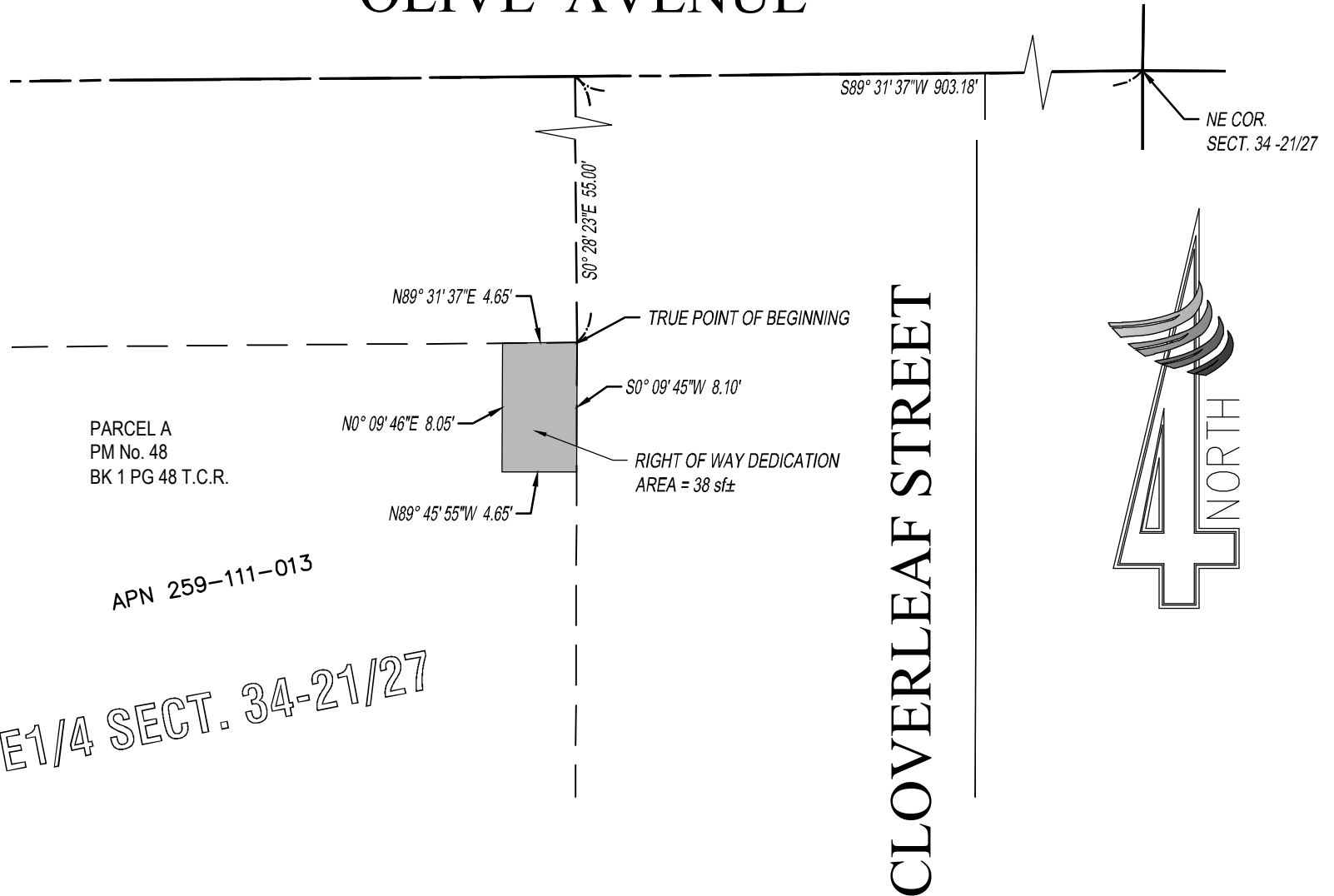
Thence North $0^{\circ} 09' 46''$ East, 8.05 feet more or less to the North line of said Parcel A;

Thence North $89^{\circ} 31' 37''$ East, along said North line, 4.65 feet to the True Point of Beginning.

Containing approximately 38 square feet

EXHIBIT B

OLIVE AVENUE



324 S. SANTA FE, STE. A
VISALIA, CA 93292
TEL: 559.802.3052
FAX: 559.802.3215
www.4-creeks.com

RIGHT OF WAY AREA - PLAT
OLIVE AVENUE & CLOVERLEAF STREET

PARCEL NO.: 259-111-013

PROJECT: OLIVE AND CLOVERLEAF/PORTER TRAFFIC SIGNAL PROJECT

**AGREEMENT FOR ACQUISITION OF REAL PROPERTY
(ESCROW INSTRUCTIONS)**

THIS AGREEMENT ("Agreement") is entered into this 30th day of October, 2024 by and between the City of Porterville, a municipal corporation, (hereinafter called "Buyer"), and Jerry Lee, Trustee of the Arthur Lee Residuary Trust, as to an undivided 13.30% interest; Jerry Lee, Trustee of the Arthur Lee Marital Trust, as to an undivided 6.60% interest; Mary Lee, Trustee of the Mary Lee Revocable Trust, amended and restated on November 19, 2020, as to an undivided 33.50% interest and Jerry Lee and/or Angela C. Lee, co-trustees of the Jerry Lee and Angela C. Lee Revocable Trust dated December 10, 2003, as to an undivided 46.60% interest, all as Tenants In Common, (hereinafter called "Seller") for acquisition by Buyer of one Partial Property Acquisition in fee consisting of approximately 38 square feet simple acquisition area (Right-of-Way Dedication) and a Temporary Access Agreement, over real property hereinafter set forth. JL
ML

IT IS HEREBY MUTUALLY AGREED BETWEEN THE PARTIES AS FOLLOWS:

1. AGREEMENT TO SELL AND PURCHASE. Seller agrees to sell to Buyer, and Buyer agrees to purchase from Seller, upon the terms and for the consideration set forth in this Agreement the following interest(s) in property, all situated in the City of Porterville, County of Tulare, State of California:

- A. Partial Property Acquisition in fee (Attached as Attachment 1)
- B. Temporary Access Agreement (Attached as Attachment 2)

The legal description of the interest is identified in the referenced attachment, which is hereby incorporated by reference.

2. PURCHASE PRICE. The total purchase price, payable in cash through escrow, shall be the sum of:

FIVE HUNDRED
ONE THOUSAND DOLLARS
~~(\$1,000.00)~~ (\$1,500.00)

JL ML
JL ML

The total purchase price includes: acquisition value of the property interests identified in section 1.

3. CONVEYANCE OF TITLE. Seller agrees to convey the fee interest by Grant Deed.

4. TITLE INSURANCE POLICY. Escrow Agent shall, following recording of deed to Buyer, provide Buyer with CLTA Standard Coverage Policy of Title Insurance in the amount of \$1,000.00 issued by First American Title Company showing the title to the property vested in Buyer, subject only to the exceptions set forth in Section 3 and the printed exceptions and stipulations in said policy. Buyer agrees to pay the premium charged, therefore.

5. ESCROW. Buyer agrees to open an escrow in accordance with this Agreement at First American Title Company, 484 N. Prospect Street, Suite C, Porterville, CA 93257 (559) 306-3386. This

Agreement constitutes the joint escrow instructions of Buyer and Seller, and Escrow Agent to whom these instructions are delivered is hereby empowered to act under this Agreement. The parties hereto agree to do all acts necessary to close this escrow in the shortest possible time.

Seller agrees to deposit with Escrow Agent prior to the Close of Escrow an original, fully executed and acknowledged deeds prepared by Escrow Agent and any other customary agreements, consents, or documents reasonably necessary to effectuate the purchase of the subject property. Buyer agrees to deposit the purchase price and **certificate of acceptance** upon demand of Escrow Agent.

All funds received in this escrow shall be deposited with other escrow funds in a general escrow account(s) and may be transferred to any other such escrow trust account in any State or National Bank doing business in the State of California. All disbursements shall be made by check or wire transfer from such account.

ESCROW AGENT IS AUTHORIZED TO, AND SHALL:

- A. Pay and charge Buyer for any escrow fees, charges, and costs payable under Section 7 of this Agreement;
- B. Disburse funds and deliver deed when conditions of this escrow have been fulfilled by Buyer and Seller.

The term "close of escrow", if and where written in these instructions, shall mean the date necessary instruments of conveyance are recorded in the office of the County Recorder. Recordation of instruments delivered through this escrow is authorized if necessary or proper in the issuance of said policy of title insurance.

TIME IS OF THE ESSENCE IN THESE INSTRUCTIONS AND ESCROW IS TO CLOSE AS SOON AS POSSIBLE. If (except for deposit of money by Buyer, which shall be made by Buyer upon demand of Escrow Agent before close of escrow) this escrow is not in condition to close within 60 days from date of these instructions, any party who then shall have fully complied with his instructions may, in writing, demand the return of his money or property; but if none have complied no demand for return thereof shall be recognized until five (5) days after Escrow Agent shall have mailed copies of such demand to all other parties at the respective addresses shown in these escrow instructions, and if any objections are raised within said five (5) day period, Escrow Agent is authorized to hold all papers and documents until instructed by a court of competent jurisdiction or mutual instructions. If no demands are made, proceed with closing of this escrow as soon as possible.

Responsibility for Escrow Agent under this Agreement is expressly limited to Sections 1, 2, 3, 4, 5, 7, 10, and 11 and to its liability under any policy of title insurance issued regarding this transaction.

6. TITLE VI. The parties to this contract shall, pursuant to Section 21.7(a) of Title 49, Code of Federal Regulations, comply with all elements of Title VI of the Civil Rights Act of 1964. This requirement under Title VI and the Code of Federal Regulations is to complete the USDOT-Non-Discrimination Assurance requiring compliance with Title VI of the Civil Rights Act of 1964, 49 C.F.R. Part 21 and 28 C.F.R. Section 50.3.

No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity that is the subject of this contract.

7. ESCROW FEES, CHARGES AND COSTS. Buyer agrees to pay all Buyer's and Seller's usual fees, charges, and costs which arise in this escrow.

8. PERMISSION TO ENTER ON PREMISES. Seller hereby grants to Buyer, or its authorized agents, permission to enter upon the Property at all reasonable times prior to close of escrow for the purpose of making necessary or appropriate inspections. It is understood that the buyer and its contractors will indemnify the undersigned and hold them harmless from any and all liability for bodily injury, death and property damage arising out of or in any way connected with such use, and reimburse the seller for all costs, expenses and loss, including attorney's fees, incurred by them in consequence of any claims, demands and causes of action which may be made or brought against them arising out of such use.

9. COUNTERPARTS. This Agreement may be executed in counterparts, each of which so executed shall, irrespective of the date of its execution and delivery, be deemed an original, and all such counterparts together shall constitute one and the same instrument.

10. CLOSING STATEMENT. Seller instructs Escrow Agent to release a copy of Seller's statement to Buyer and to Paragon Partners Consultants, Inc., 5660 Katella Avenue, Suite 100, Cypress, CA 90630; purpose being to ascertain if any reimbursements are due Seller.

11. WARRANTIES, REPRESENTATIONS, AND COVENANTS OF SELLER. Seller hereby warrants, represents, and/or covenants to Buyer that:

- A. To the best of Seller's knowledge, there are no actions, suits, material claims, legal proceedings, or any other proceedings affecting the property or any portion thereof, at law, or in equity before any court or governmental agency, domestic or foreign.
- B. Until the closing, Seller shall not do anything which would impair Seller's title to any of the property.

12. HAZARDOUS WASTE. Neither Seller nor, to the best of Seller's knowledge, any previous owner, tenant, occupant, or user of the Property used, generated, released, discharged, stored, or disposed of any hazardous waste, toxic substances, or related materials ("Hazardous Materials") on, under, in, or about the Property, or transported any Hazardous Materials to or from the Property. Seller shall not cause or permit the presence, use, generation, release, discharge, storage, or disposal of any Hazardous Materials on, under, in, or about, or the transportation of any Hazardous Materials to or from, the Property. The term "Hazardous Material" shall mean any substance, material, or waste which is or becomes regulated by any local governmental authority, the State of California, or the United States Government, including, but not limited to, any material or substance which is (i) defined as a "hazardous waste", "extremely hazardous waste", or "restricted hazardous waste" under Section 25115, 25117 or 25122.7, or listed pursuant to Section 25140 of the California Health and Safety Code, Division 20, Chapter 6.5 (Hazardous Waste Control Law), (ii) defined as "hazardous substance" under Section 25316 of the California Health and Safety Code, Division 20, Chapter 6.8 (Carpenter-Presley-Tanner Hazardous Substance Account Act), (iii) defined as a "hazardous material",

"hazardous substance", or "hazardous waste" under Section 25501 of the California Health and Safety Code, Division 20, Chapter 6.95 (Hazardous Materials Release Response Plans and Inventory), (iv) defined as a "hazardous substance" under Section 25281 of the California Health and Safety Code, Division 20, Chapter 6.7 (Underground Storage of Hazardous Substances), (v) petroleum, (vi) asbestos, (vii) polychlorinated biphenyls, (viii) listed under Article 9 or defined as "hazardous" or "extremely hazardous" pursuant to Article 11 of Title 22 of the California Administrative Code, Division 4, Chapter 20, (ix) designated as a "hazardous substances" pursuant to Section 311 of the Clean Water Act, (33 U.S.C. S1317), (x) defined as a "hazardous waste" pursuant to Section 1004 of the Resource Conservation and Recovery Act, 42 U.S.C. S6901 et seq. (42 U.S.C. S6903) or (xi) defined as a "hazardous substances" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation, as amended by Liability Act, 42. U.S.C. S9601 et seq. (42 U.S.C. S9601).

13. COMPLIANCE WITH ENVIRONMENTAL LAWS. To the best of Seller's knowledge the Property complies with all applicable laws and governmental regulations including, without limitation, all applicable federal, state, and local laws pertaining to air and water quality, hazardous waste, waste disposal, and other environmental matters, including, but not limited to, the Clean Water, Clean Air, Federal Water Pollution Control, Solid Waste Disposal, Resource Conservation Recovery and Comprehensive Environmental Response Compensation and Liability Acts, and the California Environment Quality Act, and the rules, regulations, and ordinances of the city within which the subject property is located, the California Department of Health Services, the Regional Water Quality Control Board, the State Water Resources Control Board, the Environmental Protection Agency, and all applicable federal, state, and local agencies and bureaus.

14. INDEMNITY. Seller agrees to indemnify, defend and hold Buyer harmless from and against any claim, action, suit, proceeding, loss, cost, damage, liability, deficiency, fine, penalty, punitive damage, or expense (including, without limitation, attorneys' fees), resulting from, arising out of, or based upon (i) the presence, release, use, generation, discharge, storage, or disposal of any Hazardous Material on, under, in or about, or the transportation of any such materials to or from, the Property, or (ii) the violation, or alleged violation, of any statute, ordinance, order, rule, regulation, permit, judgment, or license relating to the use, generation, release, discharge, storage, disposal, or transportation of Hazardous Materials on, under, in, or about, to or from, the Property. This indemnity shall include, without limitation, any damage, liability, fine, penalty, punitive damage, cost, or expense arising from or out of any claim, action, suit or proceeding for personal injury (including sickness, disease, or death, tangible or intangible property damage, compensation for lost wages, business income, profits or other economic loss, damage to the natural resource or the environment, nuisance, pollution, contamination, leak, spill, release, or other adverse effect on the environment). This indemnity extends only to liability created prior to or up to the date this escrow shall close. Seller shall not be responsible for acts or omissions to act post close of this escrow.

15. CONTINGENCY. It is understood and agreed between the parties hereto that the completion of this transaction, and the escrow created hereby, is contingent upon the specific acceptance and approval of the Buyer herein.

The terms and conditions, covenants, and agreements set forth herein shall apply to and bind the heirs, executors, administrators, assigns and successors of the parties hereto.

This Agreement contains the entire agreement between both parties, neither party relies upon any warranty or representation not contained in this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year set forth hereinabove.

BUYER

SELLER

City of Porterville

Jerry Lee, Trustee of the Arthur Lee Residuary Trust, as to an undivided 13.30% interest; Jerry Lee, Trustee of the Arthur Lee Marital Trust, as to an undivided 6.60% interest; Mary Lee, Trustee of the Mary Lee Revocable Trust, amended and restated on November 19, 2020, as to an undivided 33.50% interest and Jerry Lee and/or Angela C. Lee, co-trustees of the Jerry Lee and Angela C. Lee Revocable Trust dated December 10, 2003, as to an undivided 46.60% interest, all as Tenants In Common

BY: _____
Mayor

DATE: _____

MAILING ADDRESS OF BUYER
Community Development Department
291 N. Main Street
Porterville, CA 93257

MAILING ADDRESS OF SELLER
947 W. Olive Ave.
Porterville, CA 93257

APPROVED AS TO FORM

BY: _____
City Attorney

ATTEST

BY: _____
City Clerk

DATE: _____

BY: Jerry Lee

DATE: 10/30/2024

BY: Mary Lee

DATE: 10/30/2024

DATE: _____

Attachment 1

Recorded at the Request of and:
When Recorded Return To:

**City of Porterville
Attention: Clerk of the Board
291 N. Main Street
Porterville, CA 93527**

DOCUMENTARY TRANSFER TAX: \$ None

Space above this line is for Recorder's Use

☐ Computed on the consideration or value of property conveyed; OR

☐ Computed on the consideration or value less liens or encumbrances
remaining at time of sale.

"Record without fee subject to Gov't Code 6103
Recordation required to complete chain of title and is
exempt from payment of documentary tax in
accordance with R&T Code 11922"

GRANT DEED

Assessor's Parcel No: 259-111-013

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, **Jerry Lee, Trustee of the Arthur Lee Residuary Trust, as to an undivided 13.30% interest; Jerry Lee, Trustee of the Arthur Lee Marital Trust, as to an undivided 6.60% interest; Mary Lee, Trustee of the Mary Lee Revocable Trust, amended and restated on November 19, 2020, as to an undivided 33.50% interest and Jerry Lee and/or Angela C. Lee, co-trustees of the Jerry Lee and Angela C. Lee Revocable Trust dated December 10, 2003, as to an undivided 46.60% interest, all as Tenants In Common, ("Grantor")** hereby grants to the **City of Porterville, ("Grantee")** all that real property together with the right title and interest in the City of Porterville, County of Tulare, State of California, described in Exhibit A and shown on and delineated on Exhibit B, both of which are attached hereto and by this reference made a part hereof.

Dated: _____

Jerry Lee, Trustee of the Arthur Lee Residuary Trust, as to an undivided 13.30% interest; Jerry Lee, Trustee of the Arthur Lee Marital Trust, as to an undivided 6.60% interest; Mary Lee, Trustee of the Mary Lee Revocable Trust, amended and restated on November 19, 2020, as to an undivided 33.50% interest and Jerry Lee and/or Angela C. Lee, co-trustees of the Jerry Lee and Angela C. Lee Revocable Trust dated December 10, 2003, as to an undivided 46.60% interest, all as Tenants In Common

By: _____

Print Name: _____

Its: _____

By: _____

Print Name: _____

Its: _____

By: _____

Print Name: _____

Its: _____

By: _____

Print Name: _____

Its: _____

259-111-013 Lee

EXHIBIT A

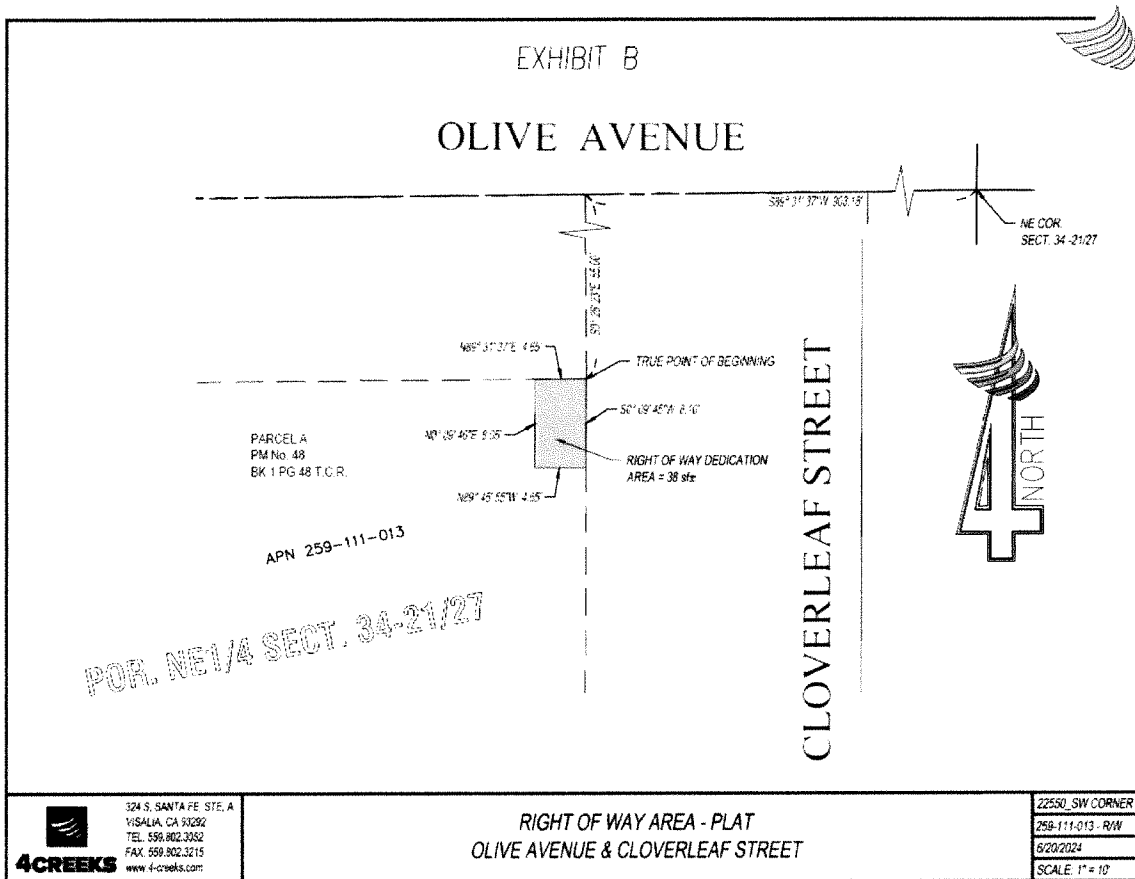
LEGAL DESCRIPTION

RIGHT OF WAY AREA

That portion of Parcel A of Parcel Map No. 48, recorded in Book 1, Page 48 of Parcel Maps, Tulare County Records, being situated in a portion of the Northeast quarter of Section 34, Township 21 South, Range 27 East, Mount Diablo Base and Meridian, in the City of Porterville, County of Tulare, State of California, and being described as follows:

Commencing at the Northeast corner of said Section 34;
Thence South $89^{\circ} 31' 37''$ West, along the North line of said Northeast quarter, a distance of 903.18 feet;
Thence South $0^{\circ} 28' 23''$ East, 55.00 feet more or less to the Northeast corner of said Parcel A and the True Point of Beginning;
Thence South $0^{\circ} 09' 45''$ West, along the East line of said Parcel A, 8.10 feet;
Thence North $89^{\circ} 45' 55''$ West, 4.65 feet;
Thence North $0^{\circ} 09' 46''$ East, 8.05 feet more or less to the North line of said Parcel A;
Thence North $89^{\circ} 31' 37''$ East, along said North line, 4.65 feet to the True Point of Beginning.

Containing approximately 38 square feet



ACKNOWLEDGMENT

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

State of California)
) ss
County of _____)

On _____ before me, _____, Notary Public
(Date) (Name of Notary)

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

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

WITNESS my hand and official seal.

(Notary Signature)

Attachment 2
TEMPORARY ACCESS AGREEMENT

Assessor's Parcel Number: 259-111-013

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, Jerry Lee, Trustee of the Arthur Lee Residuary Trust, as to an undivided 13.30% interest; Jerry Lee, Trustee of the Arthur Lee Marital Trust, as to an undivided 6.60% interest; Mary Lee, Trustee of the Mary Lee Revocable Trust, amended and restated on November 19, 2020, as to an undivided 33.50% interest and Jerry Lee and/or Angela C. Lee, co-trustees of the Jerry Lee and Angela C. Lee Revocable Trust dated December 10, 2003, as to an undivided 46.60% interest, all as Tenants In Common ("GRANTOR"), hereby grants to the City of Porterville ("GRANTEE"), its successors and assigns, a temporary access agreement for ingress/egress purposes over that certain real property in the City of Porterville, County of Tulare, State of California described in the attached Exhibit.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the GRANTOR and GRANTEE ("Parties") agree as follows:

1. **Grant of Access Agreement.** GRANTOR is the owner of that certain property in the City of Porterville, County of Tulare, State of California identified by APN: 259-111-013. GRANTOR hereby grants to GRANTEE a temporary access agreement for ingress/egress purposes across and along that certain portion of the subject property.

The access agreement granted pursuant to this section of the Agreement shall be limited to providing vehicular ingress, egress and access from S. Cloverleaf Street to that certain property located on the corner of S. Cloverleaf Street and Olive Street and identified by APN 259-111-013.

2. **Indemnity.** GRANTEE shall indemnify, defend and hold harmless GRANTOR (and its successors and assigns) from and against any and all claims, demands, liabilities, judgments, losses, costs and expenses (including reasonable attorneys' fees and expenses) arising from or related to GRANTEE'S maintenance or use of the Easement Area including, but not limited to, any damage to property or injury to or death of any person, except to the extent the same are caused by GRANTOR'S gross negligence or willful misconduct.

3. **Term.** The Temporary Access Agreement granted in Paragraph 1 shall expire twenty-four (24) months following a forty-eight (48) written notice provided to the GRANTOR from the Grantee.

4. **Fee.** GRANTEE shall pay the GRANTOR a fee in the amount of Five Hundred Dollars (\$500.00) which shall be due within 30 days of the mutual execution of this agreement.

5. **Miscellaneous.**

5.1 **Entire Agreement.** This Agreement constitutes the entire understanding of GRANTOR and GRANTEE with respect to the subject matter hereof and supersedes all prior oral or written communications with respect thereto.

5.2 **Amendment.** This Agreement may be terminated or modified only by the written consent of the GRANTOR and GRANTEE or their successors or assigns, as evidenced by a document that has been fully executed, acknowledged and recorded in the Official Records of County of Tulare, California.

5.3 **Severability.** If any term, provision, condition or covenant of this Agreement or its application to any party or circumstances shall be held by a court of competent jurisdiction, to any extent, invalid or unenforceable, the remainder of this Agreement, or the application of the term,

provision, condition or covenant to persons or circumstances other than those as to whom or which it is held invalid or unenforceable, shall not be affected, and shall be valid and enforceable to the fullest extent permitted by law.

5.4 **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.

5.5 **Recordation.** Following execution by all Parties, Agreement shall be recorded in the Official Records of Los Angeles County.

5.6 **Counterparts.** This Agreement may be executed in counterparts, each of which shall be an original, and all of which taken together shall constitute one and the same instrument.

Dated this, 30th day of October, 2024.

GRANTOR

Jerry Lee, Trustee of the Arthur Lee Residuary Trust, as to an undivided 13.30% interest; Jerry Lee, Trustee of the Arthur Lee Marital Trust, as to an undivided 6.60% interest; Mary Lee, Trustee of the Mary Lee Revocable Trust, amended and restated on November 19, 2020, as to an undivided 33.50% interest and Jerry Lee and/or Angela C. Lee, co-trustees of the Jerry Lee and Angela C. Lee Revocable Trust dated December 10, 2003, as to an undivided 46.60% interest, all as Tenants In Common

By: Jerry Lee

Print Name: Jerry Lee

Its: Jerry Lee, TRUSTEE

By: Jerry Lee

Print Name: Jerry Lee

Its: TRUSTEE

By: Mary Lee

Print Name: MARY LEE

Its: _____

By: _____

Print Name: _____

Its: _____

GRANTEE

City of Porterville

By: _____

Print Name: _____

Its: _____

ATTEST:

By: _____

Print Name: _____

Its: _____

ACKNOWLEDGMENT

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

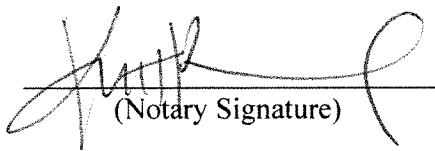
State of California)
) ss
County of San Francisco)

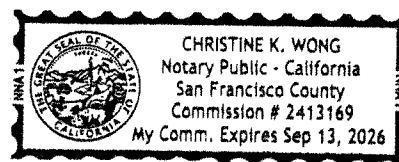
On October 30, 2024 before me, Christine K. Wong, a notary public
(Name of Notary)

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

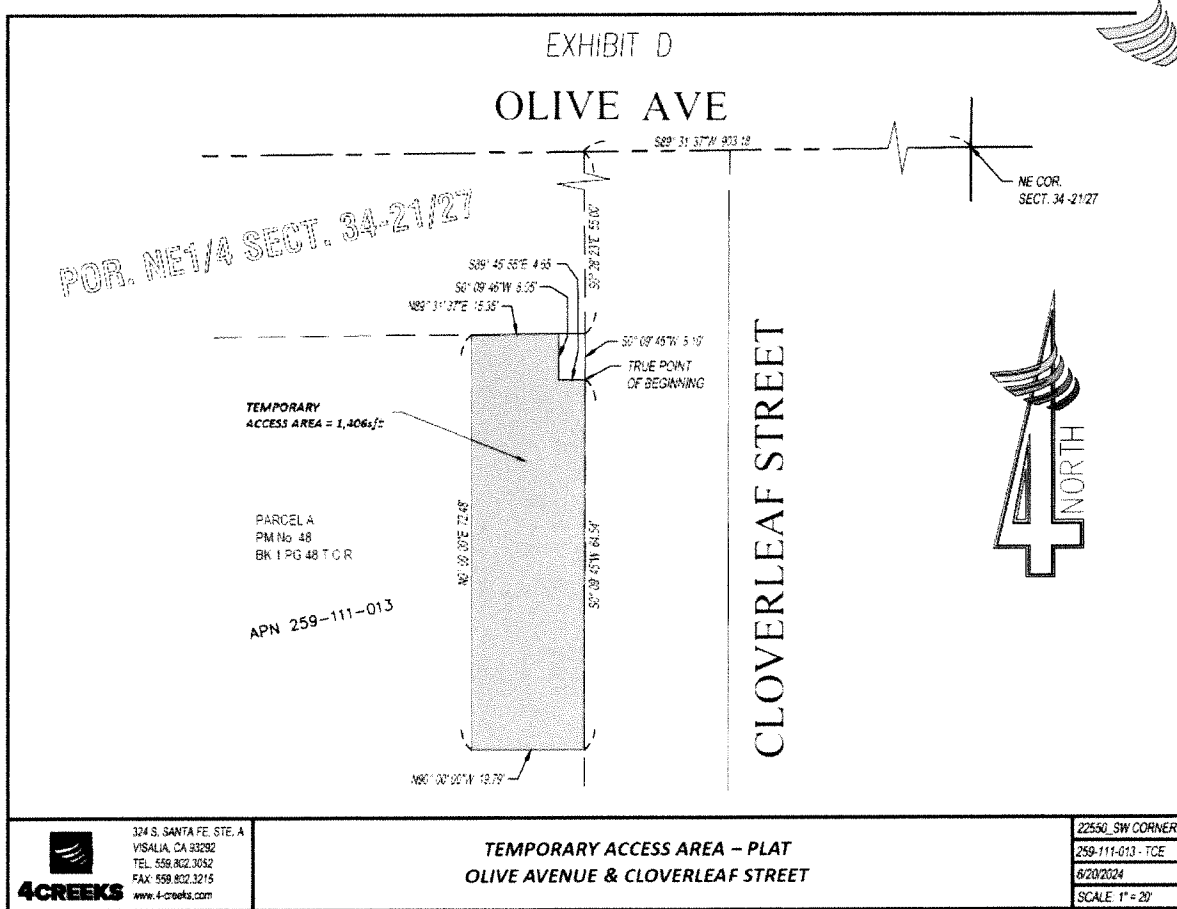
I certify under PENALTY OF PERJURY under the laws of the State of California that the
foregoing paragraph is true and correct.

WITNESS my hand and official seal.


(Notary Signature)



Exhibit



Recorded at the Request of and:
When Recorded Return To:

City of Porterville
Attention: Clerk of the Board
291 N. Main Street
Porterville, CA 93527

DOCUMENTARY TRANSFER TAX: \$ None

Space above this line is for Recorder's Use

☐ Computed on the consideration or value of property conveyed; OR

☐ Computed on the consideration or value less liens or encumbrances
remaining at time of sale.

"Record without fee subject to Gov't Code 6103
Recordation required to complete chain of title and
is exempt from payment of documentary tax in
accordance with R&T Code 11922"

GRANT DEED

Assessor's Parcel No: 259-111-013

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, **Jerry Lee, Trustee of the Arthur Lee Residuary Trust, as to an undivided 13.30% interest; Jerry Lee, Trustee of the Arthur Lee Marital Trust, as to an undivided 6.60% interest; Mary Lee, Trustee of the Mary Lee Revocable Trust, amended and restated on November 19, 2020, as to an undivided 33.50% interest and Jerry Lee and/or Angela C. Lee, co-trustees of the Jerry Lee and Angela C. Lee Revocable Trust dated December 10, 2003, as to an undivided 46.60% interest, all as Tenants In Common, ("Grantor")** hereby grants to the **City of Porterville, ("Grantee")** all that real property together with the right title and interest in the City of Porterville, County of Tulare, State of California, described in Exhibit A and shown on and delineated on Exhibit B, both of which are attached hereto and by this reference made a part hereof.

Dated: _____

Jerry Lee, Trustee of the Arthur Lee Residuary Trust,
as to an undivided 13.30% interest; Jerry Lee, Trustee
of the Arthur Lee Marital Trust, as to an undivided
6.60% interest; Mary Lee, Trustee of the Mary Lee
Revocable Trust, amended and restated on November
19, 2020, as to an undivided 33.50% interest and Jerry
Lee and/or Angela C. Lee, co-trustees of the Jerry Lee
and Angela C. Lee Revocable Trust dated December
10, 2003, as to an undivided 46.60% interest, all as
Tenants In Common

By: _____

Print Name: _____

Its: _____

By: _____

Print Name: _____

Its: _____

By: _____

Print Name: _____

Its: _____

By: _____

Print Name: _____

Its: _____

EXHIBIT A

LEGAL DESCRIPTION

RIGHT OF WAY AREA

That portion of Parcel A of Parcel Map No. 48, recorded in Book 1, Page 48 of Parcel Maps, Tulare County Records, being situated in a portion of the Northeast quarter of Section 34, Township 21 South, Range 27 East, Mount Diablo Base and Meridian, in the City of Porterville, County of Tulare, State of California, and being described as follows:

Commencing at the Northeast corner of said Section 34;

Thence South $89^{\circ} 31' 37''$ West, along the North line of said Northeast quarter, a distance of 903.18 feet;

Thence South $0^{\circ} 28' 23''$ East, 55.00 feet more or less to the Northeast corner of said Parcel A and the True Point of Beginning;

Thence South $0^{\circ} 09' 45''$ West, along the East line of said Parcel A, 8.10 feet;

Thence North $89^{\circ} 45' 55''$ West, 4.65 feet;

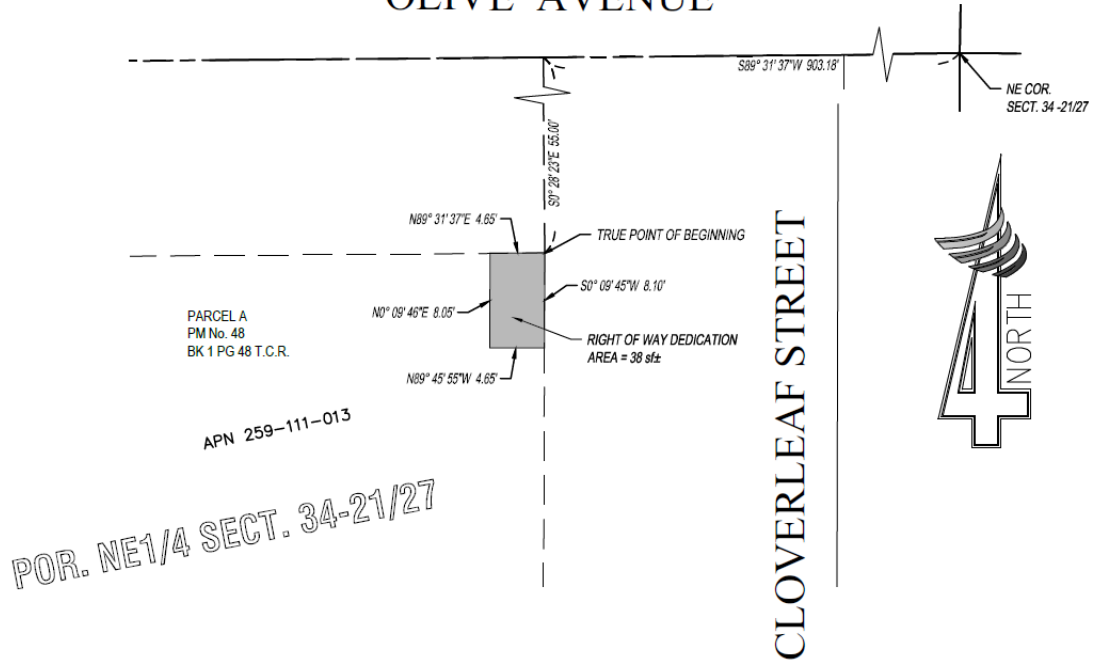
Thence North $0^{\circ} 09' 46''$ East, 8.05 feet more or less to the North line of said Parcel A;

Thence North $89^{\circ} 31' 37''$ East, along said North line, 4.65 feet to the True Point of Beginning.

Containing approximately 38 square feet

EXHIBIT B

OLIVE AVENUE



324 S. SANTA FE, STE. A
VISALIA, CA 93292
TEL: 559.802.3052
FAX: 559.802.3215
www.4-creeks.com

RIGHT OF WAY AREA - PLAT
OLIVE AVENUE & CLOVERLEAF STREET

22550_SW CORNER
259-111-013 - R/W
6/20/2024
SCALE: 1" = 10'

ACKNOWLEDGMENT

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

State of California)
) ss
County of _____)

On _____ before me, _____, Notary Public
(Date) (Name of Notary)

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

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

WITNESS my hand and official seal.

(Notary Signature)



CITY COUNCIL AGENDA – MARCH 4, 2025

SUBJECT: Authorization for Out of State Travel to Motorola Summit Public Safety Users' Conference in Grapevine, Texas

SOURCE: Police

COMMENT: The training summit is Motorola Solutions' largest annual user conference for public safety professionals, who is the police department's current provider for Computer Aided Dispatch (CAD) and Records Management System (RMS). Each year, Motorola users take this opportunity to come together for extensive training and networking with industry peers and subject-matter experts.

The Motorola Summit is designed to help users maximize their investment and strengthen system knowledge across every agency role. It also provides an excellent setting for meeting face-to-face with agency representatives from Customer Success, Technical Support, Product Management, Sales, and Training to discuss our agency's individualized needs and experiences.

The Porterville Police Department's Crime Analyst and the Police Department will benefit from the experience and will be able to bring back new ideas and insight on how to maximize the investments the Police Department has made with Motorola Solutions, optimizing our technology solutions. The conference provides hundreds of in-depth training courses from Motorola Solutions' experts, industry leaders, and other customers, and the Police Department Crime Analyst will be able to build a custom schedule depending on the department's priorities, such as those listed below:

- Courses related to our agency's current technology deployments (in tracks such as System Admin & IT, CAD, Records, Field Reporting, GIS & Mapping, Jail, Emergency Call Management, Analytics & Investigations, Evidence, Response, Awareness, Vehicle & Image Intelligence, and Body Cameras & In-Car Video).
- Courses that offer insight from extensive leadership and industry trend sessions (Industry & Leadership, Cybersecurity, CJIS, Community).
- Courses that provide direction on our products' new and future functionality (Innovation and New Functionality).
- Courses that help understand how the end-to-end Motorola software suite of products can help the police department work smarter and more

efficiently (Connected Ecosystem).

- Hands-on labs that give direct training in the software, as well as access to register for a complete product certification at no additional cost.

Agencies from across the United States and North America attend the Summit annually, giving the perfect opportunity to network and create relationships with other public safety personnel. Strengthening these relationships gives much-needed insight into how they maximize their technology.

The conference will also provide the chance to speak one-on-one with Customer Success, Training, Technical Support, and Sales representatives from Motorola Solutions, and to provide any feedback, questions, or concerns that the police department has. Summit also provides the opportunity to participate in interactive feedback sessions and focus groups with Product Management to help shape the future direction of products.

The Police Department Crime Analyst is one of the Porterville Police Department's System Application Administrators (SAA) for the Motorola Spillman Computer Automated Dispatch (CAD) as well as the Records Management System (RMS), as well as training all new police department employees in the aforementioned area's. The Police Department Crime Analyst was also recently voted in as President of the California Motorola Spillman Users Network (CalSUN) for 2025 calendar year. This position serves as the liaison between all California users and the Motorola team. This includes facilitating group meetings and events while at Summit. Unfortunately, no other training of this caliber is offered in/or near California.

Pursuant to City policy, staff out-of-state travel requires City Council approval. The police department is seeking approval to allow the Police Department's Crime Analyst to attend the Motorola Solutions Summit, which is scheduled to take place from May 12-15, 2025. The conference fee is \$1,150 and will also require airfare, hotel accommodation, and per diem. The total estimated expense (including the conference fee) to attend the Summit is approximately \$3,000 (all costs accounted for). The funding for this training is available in the police department's training budget.

RECOMMENDATION: That the City Council approve out-of-state travel for the Police Department Crime Analyst to attend the Motorola Solutions Summit/Training in Grapevine, Texas.

ATTACHMENTS: 1. Summit 2025 At-A-Glance

2. Summit 2025 Agenda

Appropriated/Funded:

Review By:

Department Director:
Jake Castellow, Chief of Police

Final Approver: Jason Ridenour, Interim City Manager



Class Sessions at-a-Glance

Last updated: 2025/02/05

Here is a list of the sessions planned for Summit 2025.

All training classes (including hands-on labs) offer general, open seating on a first-come, first-served basis. Your Summit registration will once again include the option to book a virtual certification course to take place at a date of your choosing after Summit, helping you to maximize your time while onsite. Your registration confirmation email will include links and instructions for registering for one of these optional certifications. All classes are subject to change without notice.

Tracks

[Awareness](#)

[Body Cameras & In-Car Video](#)

[CJIS](#)

[Community & CSR](#)

[Connected Ecosystem](#)

[Critical Communications](#)

[Cybersecurity](#)

[Dispatch](#)

[Emergency Call Handling](#)

[Evidence](#)

[Fire](#)

[GIS & Mapping](#)

[Industry & Leadership](#)

[Innovation & New Functionality](#)

[Investigations](#)

[Jail](#)

[License Plate Recognition](#)

[Next-Gen Call Routing](#)

[Open Labs](#)

[Records](#)

[Reporting](#)

[Response](#)

[System Administration & IT](#)

Awareness

Awareness: CommandCentral Aware for 9-1-1 User Training

Products: CommandCentral Aware

Presenters: Bernie Meade, Kaitlin Morales

CommandCentral Aware creates the visual gateway for the telecommunicator into the incident as it unfolds. Learn how to utilize the location and mapping intelligence in CommandCentral Aware to enhance your ability to quickly and accurately assess and respond to a situation. Join this training for a deep dive into the borderless basemap and CAD-like event monitor in CommandCentral Aware. Come with your questions for a Q&A with our training experts.

Expertise level: Beginner

Awareness: CommandCentral Aware Solution Overview

Products: CommandCentral Aware

Presenters: David Batastini

What if you could view your 911 calls and CAD incidents alongside that binder of floor plans gathering dust in the backroom? What if this view, with added GIS layers, was available as a shared view for all teams, anywhere, any time? What if your video feeds could be accessed from one video player, playing automatically for certain incidents? Learn how CommandCentral Aware makes all of this possible and more, providing situational awareness for call takers to dispatchers to real-time operators.

Expertise level: Any

Awareness: Drone in a Box Solution for Scalable and Secure Flight Operations

Products: All Products, CAPE

Presenters: Norm Serrano

Experience the future of drone operations! Join us to learn about CAPE drone software's new AI-enhanced, autonomous Drone in a Box solution, integrated with Nokia Drone Networks. Learn how this turnkey system enhances situational awareness, streamlines remote operations, and accelerates decision-making for first responders.

Expertise level: Any

Awareness: Expand Your Video Reach: Enabling Private & Public Video Streams in CommandCentral Aware

Products: CommandCentral Aware

Presenters: Larry Freeman

The average time to arrive on scene is measured in minutes. The average time to load live video is measured in seconds. Minutes vs seconds to provide additional knowledge, such as a weapon or suspect description, to the response is critical. Join our product expert to learn how to livestream video sources, including privately owned cameras and live cam feeds, in CommandCentral Aware. You'll leave this class with the tools you need to expand your video reach in CommandCentral Aware.

Expertise level: Any

Awareness: HANDS-ON LAB: Administration and Configuration Basics of CommandCentral Aware

Products: CommandCentral Aware

Presenters: Nicole Izbicky, Sean Guthrie

Being armed with skills to perform your agency's own administration tasks will allow you to make instant updates. In this hands-on lab, Administration Basics of CommandCentral Aware, you will see demonstrations on how to do basic Administration tasks for CommandCentral Aware. You will learn how to configure users and permissions, unit management, layer management, camera management, and how to create rules in the Rules Engine.

Expertise level: Beginner

Awareness: HANDS-ON LAB: CommandCentral Aware Event Monitor User Training

Products: CommandCentral Aware

Presenters: Sara Newpher, Sean Guthrie

Join us for a one (1) hour hands-on lab to work with experts in the CommandCentral Aware CAD-like, configurable event monitor. We'll cover the basics as well as show how you can maximize your use of the event monitor. We will demonstrate how to create various event monitor views and how to customize them for different use cases and roles within your agency.

Expertise level: Beginner

Awareness: HANDS-ON LAB: CommandCentral Aware Map User Training

Products: CommandCentral Aware

Presenters: Sara Newpher, Lyle Waterworth

Join us for a two (2) hour hands-on lab to work with experts in the CommandCentral Aware mapping module. We'll cover the basics of the CommandCentral Aware map and the different functionalities that the map components provide a user. We will discuss different use cases for the new Markups module, zones of interest, and patrol checkpoints. This lab will also cover the functionality of the Historical Map, which allows you to replay an incident through the lens of mapped events, resources and video.

Expertise level: Beginner

Awareness: HANDS-ON LAB: CommandCentral Aware Video Streaming User Training

Products: CommandCentral Aware

Presenters: Sara Newpher, Robert Herrera, Kaitlin Morales

Join us for a two (2) hour hands-on lab to work with experts in the CommandCentral Aware web-based video player. We'll cover the basics of the video player and answer any questions regarding the current Video View module. We will discuss the advantages of the web-based video streaming experience and current integrated video sources supported.

Expertise level: Beginner

Awareness: Leading the Way: LPSO's Visionary Use of CommandCentral Aware

[Hear from your peers](#)

Products: CommandCentral Aware, CAPE, V700 Body Camera

Presenters: James Wolfenbarger, Bobby Goodrich (Lafayette Parish Sheriff's Office, LA), Carlos Stout (Lafayette Parish Sheriff's Office, LA), Steve Gervais (Lafayette Parish Sheriff's Office, LA)

Learn how Lafayette Parish Sheriff's Office (LPSO) leverages CommandCentral Aware for enhanced officer, student, and community safety. This session features a one-hour presentation showcasing real-world applications, including body camera and in-car video livestreaming, LPR integration, panic button alerts, drone integration, and more. Following the presentation, join LPSO for an optional, one-hour interactive lab and Q&A with the presenters. Don't miss this opportunity for immersive learning!

Expertise level: Any

Awareness: Leveraging GIS Map Layers and Floor Plans in CommandCentral Aware [Specific Examples]

Products: CommandCentral Aware

Presenters: Nicole Izbicky

Elevate your situational awareness during critical incidents. This session explores the power of GIS map layers and floor plans within CommandCentral Aware, showing you how to leverage this intelligence for faster, more informed decision-making and improved response times. Ideal for agencies seeking to optimize their use of CommandCentral Aware's mapping capabilities.

Expertise level: Any

Awareness: Livestream for Safety: Mobile Video in CommandCentral Aware

Products: CommandCentral Aware

Presenters: Nicole Izbicky

Improve officer safety with real-time mobile video streaming into your command center. Learn how mobile video livestreaming in CommandCentral Aware allows you to provide virtual backup to the field. This class will cover best practices for setting up and implementing mobile video location and livestreaming in CommandCentral Aware.

Expertise level: Any

Awareness: Maximize Your Use of CommandCentral Aware: Tips, Tricks & Best Practices

Products: CommandCentral Aware

Presenters: Nicole Izbicky

Do you think you're using CommandCentral Aware to its full potential? Probably not. While the possibilities for CommandCentral Aware are vast, there are certain features and capabilities that add almost instantaneous value. This class will cover tips, tricks, and best practices that all customers can utilize "out of the box", regardless of the setting in which you use CommandCentral Aware. Join this class to grow your knowledge of CommandCentral Aware and bring back actionable suggestions to your agency.

Expertise level: Any

Awareness: Navigating the Latest FAA Regulations for Your Drone Program

Products: CAPE

Presenters: Norm Serrano

The landscape of FAA drone regulations is ever-changing. This session provides an essential update on the latest guidance for tactical and drone as first responder (DFR) UAS operations within our national airspace. We'll cover updates to the FR-BVLOS CA and the introduction of the new FAA Shielded Operations Waiver.

Expertise level: Any

Awareness: Solution Overview: CAPE Drone Software

Products: All Products

Presenters: Kurt Thomas, Sam Palmer

Discover how CAPE enhances daily workflows to assess situations and make life-saving decisions on scene quickly. See how the software enables local and remote piloting, livestreams to anywhere, and manages evidence-grade video. Explore our latest advancements, including autonomous drone in a box integrations for remote operations. Learn about safety features that help simplify FAA certification for a drone as first responder program. Try it yourself and fly a drone using a keyboard and mouse.

Expertise level: Any

Body Cameras & In-Car Video

Body Cameras & In-Car Video: HANDS-ON LAB: Body Camera Functional Overview

Products: V300 Body Camera, V700 Body Camera

Presenters: Nicole Rudy, John Jungers

Get hands-on with the V700 and V300 body cameras in this comprehensive training! Learn about essential shift operations, device configuration, firmware management, evidence transfer techniques, and troubleshooting. Whether you're new to body cams or refining skills, this session ensures you're fully equipped for success in the field. Space is limited and offered on a first-come, first-served basis!

Expertise level: To be confirmed

Body Cameras & In-Car Video: HANDS-ON LAB: Everything You Need to Know About the M500 In-Car Video System

Products: M500 In-Car Video System

Presenters: Nicole Rudy, Nealy Adams

Join us for an engaging, hands-on training session on the M500 In-Car Video System! Learn about the system's powerful features, from its intuitive interface to advanced video capture. Topics include system components, key operations, daily user tasks, special features, USB management, DVR permissions, configuration, updates, evidence transfer, and troubleshooting. Space is limited, and the class is offered on a first-come, first-served basis - don't miss out!

Expertise level: To be confirmed

Body Cameras & In-Car Video: Insights from the Field: Leveraging LPR, In-Car Video and Body Camera Data for Better Outcomes

Products: All Products

Presenters: Michael McDonald, Alan Melvin

Unlock the power of LPR, in-car video, and body camera data to enhance situational awareness and improve public safety. Learn how these technologies boost decision-making, accountability, and efficiency. Gain real-world insights to optimize data use, improve response times, and create safer communities. Don't miss the chance to transform your approach to law enforcement and drive smarter, more effective outcomes!

Expertise level: To be confirmed

Body Cameras & In-Car Video: The Future of Motorola Solutions Video and Voice Technology

Products: All Products

Presenters: Lubo Harizanov

We're always innovating to make your jobs easier. In this exciting session, we'll unveil a revolutionary new solution we've been working on - one which leverages the best of Motorola Solutions mission-critical video and voice technology. Join to learn more about the future of radios and body cameras, and the benefits this project could bring to your agency!

Expertise level: Any

CJIS

CJIS: CJIS Security Policy Modernization Project and Policy Updates

Products: All Products

Presenters: Chris Weatherly (FBI), Holden Cross (FBI)

In this session the FBI-CJIS ISO will be discussing changes to the CJIS Security Policy, approved by the FBI-CJIS Advisory Policy Board (APB). This will include topics flowing through the APB process, and those proposed. We will wrap up with an overview of resources made available by the FBI-CJIS ISO Program Office. This class will help attendees who are new to CJIS Security Policy or those that have been around for a while stay up-to-date on current and forthcoming changes to the policy.

Expertise level: Any

CJIS: FBI Roundtable: Security Policy and Audits

[Hear from your peers](#)

Products: All Products

Presenters: James Summers (FBI), Nichoals Cinalli (FBI), Mona Harris (FBI), Dale Smith (FBI), Chris Weatherly (FBI), Holden Cross (FBI), Brian Isaac (Texas Dpt of PS), Pete Fagan

This roundtable will provide attendees with a facilitated discussion around CJIS Security Policy topics. This session is the perfect place to ask your questions of FBI-CJIS and Motorola Solutions CJIS staff. Please bring any questions you may not have been able to ask during other CJIS classes. This is a great opportunity to have more detailed and informed conversations about any CJIS topic.

Expertise level: Any

CJIS: FBI-CJIS Tips for a Successful CJIS Technical Audit

Products: All Products

Presenters: Nichoals Cinalli (FBI)

This session will help you prepare for your CJIS Technical Audit when you receive your letter saying the FBI is coming to town. Presented by an FBI-CJIS technical auditor, we will go over how to ensure your technical environments meet the proper CJIS Security Policy requirements regarding access and hardware and software systems. There will be an opportunity to ask questions about the process. Be sure to attend this session in order to prepare for your CJIS Technical Audit.

Expertise level: Any

CJIS: How Customers Use Motorola Solutions to Meet Their Own CJIS Obligations

Products: All Products

Presenters: Pete Fagan

Are you CJIS compliant? Motorola Solutions customers who store, process and transmit Criminal Justice Information or other sensitive data need to meet the requirements under the Criminal Justice Information Services Security Policy (CJISSECPOL) so they can pass a CJIS audit. We will discuss how the Motorola Solutions CJIS Compliance Team manages personnel screening and describe our internal product assessment process to map the features and security mechanisms to the CJISSECPOL requirements.

Expertise level: Any

CJIS: National Instant Criminal Background Check System (NICS)

Products: All Products

Presenters: Mona Harris (FBI)

This session will answer questions about the two acts impacting NICS and SLTT agencies when processing firearm background checks. NDNA requires the Attorney General to issue a report of a NICS denial notification to the appropriate SLTT law enforcement authorities in the state where the firearm purchase was attempted and the state in which they reside if different. This topic will provide information about NCIC notifications and information within the message, including reason for denial.

Expertise level: Any

CJIS: The National Data Exchange (N-DEx) System Overview - Information Sharing

[Hear from your peers](#)

Products: All Products

Presenters: Dale Smith (FBI), James Summers (FBI), Brian Isaac (Texas Dpt of PS)

N-DEx provides agencies with a free tool to share, search, link, and analyze criminal investigative information across agencies. We will show how to access the unique data located in incident reports, detailing an individual's complete story, including additional associates, locations, incarcerations, and witnesses of a crime. Enabling users to piece together seemingly unrelated data about people, places, and things, providing situational awareness and investigative leads to solve cases.

Expertise level: Any

Community & CSR

Community & CSR: CSR - 311 & Emergency Management

[Hear from your peers](#)

Products: Customer Service Request (CSR)

Presenters: Kenny Leverett

Interactive roundtable discussion on 311's role in emergency management

Expertise level: Any

Community & CSR: CSR - 311 New Hire Training Process / Continuing Education for Staff

[Hear from your peers](#)

Products: Customer Service Request (CSR)

Presenters: Kenny Leverett

Roundtable discussion on 311 new hire training process and providing continuing education for staff

Expertise level: Any

Community & CSR: CSR - Customer Test Plans for CSR Upgrades

[Hear from your peers](#)

Products: Customer Service Request (CSR)

Presenters: Kenny Leverett

Roundtable discussion of CSR upgrade test plans from various cities

Expertise level: Any

Community & CSR: CSR - Dealing with AI in 311

[Hear from your peers](#)

Products: Customer Service Request (CSR)

Presenters: Kenny Leverett

Roundtable discussion on dealing with Artificial Intelligence (AI) in the 311 call center

Expertise level: Any

Community & CSR: CSR - Hidden Gems / Tips for CSR & Reporting

[Hear from your peers](#)

Products: Customer Service Request (CSR)

Presenters: Kenny Leverett

Roundtable discussion on hidden gems / tips in CSR and reporting from customers

Expertise level: Any

Community & CSR: CSR - Multi-Language Tips & Tricks

[Hear from your peers](#)

Products: Customer Service Request (CSR)

Presenters: Kenny Leverett

Learn from your peers on implementing multi-language within CSR

Expertise level: Any

Community & CSR: CSR Citizen Mobile Apps News Features and Updates

Products: Customer Service Request (CSR)

Presenters: Dave Mitchell

Mobile technology has become a standard in delivering services to citizens. Come and learn about the most recent improvements to the PremierOne CSR Citizen Mobile Application.

Expertise level: Any

Community & CSR: CSR Mobile Application for Field Workers Update

Products: Customer Service Request (CSR)

Presenters: Dave Mitchell

Respond to service requests more quickly and efficiently, and improve your overall performance using mobile technology in the field. This session will explore the most recent developments of the PremierOne CSR Mobile Worker Application.

Expertise level: Any

Community & CSR: CSR New Features and Solutions

Products: Customer Service Request (CSR)

Presenters: Kenny Leverett, Tom Horbinski, Eric Semlow

Learn about the latest CSR features and solutions from the Public Service team.

Expertise level: Any

Community & CSR: CSR System Tips & Tricks

Products: Customer Service Request (CSR)

Presenters: Bob McGuffey

The session will explore what the Motorola team has discovered in 2024/2025 on how Motorola customers are using the system. Sharing Tips and Tricks of this exploration.

Expertise level: Any

Community & CSR: CSR User Group Business Meeting

[Hear from your peers](#)

Products: Customer Service Request (CSR)

Presenters: Patrick Williams (City of Austin)

Join your CSR Executive Committee and get involved by volunteering for vacant positions on the Executive Committee. This session will be led by the Executive Committee chairperson.

Expertise level: Any

Community & CSR: Expand Your Reach: Connecting the Rave Suite across the Motorola Solutions Ecosystem

Products: Rave Mobile Safety

Presenters: Bill Homer

Break down barriers between your agency and the community for a stronger incident response. Whether you have VESTA 9-1-1, CommandCentral Aware, PremierOne or Flex, join us to see how the Rave Suite's cloud technology can bring new inputs from the community into your agency, drive additional communications and collaboration, and automate workflows during emergencies when you connect Rave software to the solutions you already own.

Expertise level: Intermediate

Community & CSR: Solution Overview: AppArmor

Products: Rave Mobile Safety

Presenters: Matthew Kernerman

Looking for a way to connect with and share available safety resources with the public? Learn more about Rave AppArmor, the custom branded personal safety application with over fifty powerful features to strengthen incident response and protect your community. Provide your end users with the app they want and build it to meet their needs.

Expertise level: Any

Connected Ecosystem

Connected Ecosystem: Enhancing Incident Management: PremierOne CAD and ASTRO Integrations for Dispatch

Products: PremierOne, ASTRO

Presenters: Harrison Wilson

With ever increasing workloads, public safety dispatch centers need automations and integrations that accelerate their tasks while improving situational awareness. This session will review the power of integration PremierOne CAD and ASTRO Critical Communications to accomplish just that.

Expertise level: Intermediate

Connected Ecosystem: Maximizing Your CommandCentral Aware and Radio Investment

Products: All Products

Presenters: Alan Melvin, Ryan Alexander, Anna Davalos

"What's your status?" Your APX radio is always by your side. However, communicating location or updating your status consumes valuable time that could be better spent on protecting your officers and your community. In this interactive session, the presenters will demonstrate the advantages of CommandCentral Aware + APX radios, including the automatic triggering of mobile video livestreaming and its powerful outcomes.

Expertise level: Any

Critical Communications

Critical Communications: A Different Kind of Radio: How Deploying High Frequency (HF) Radios Helps Mutual Aid Preparedness

Products: Barrett HF and VHF radios

Presenters: John Eschenfelder

The intensity and frequency of natural disasters is ever increasing. Discover how High Frequency (HF) radios can be used when disaster hits, and how it can complement your LMR system to improve your disaster response capabilities.

Expertise level: Any

Critical Communications: Alternative Uses For Vehicle Repeaters to Extend Mission Critical Coverage

Products: Futurecom DVR-LX

Presenters: Mario Morales

Vehicle repeaters have traditionally been installed in police cars to extend coverage when officers are conducting a traffic stop, or installed in fire trucks to extend coverage in-building. However, they have been used in other, unique applications to extend mission critical coverage. Learn the creative ways agencies have deployed vehicle repeaters and the stories behind them.

Expertise level: Any

Critical Communications: ASTRO End-to-End Training, Session 1: Call Trunking, Call Processing and Mobility Management

Products: ASTRO, APX radios

Presenters: Rich Jamison, Rob Zilch

This introductory course provides a high-level overview of call processing and mobility management within a Motorola Solutions P25 trunked radio system. Learn about system architecture, call routing, and key components like the core network, RF sites, and console subsystems. Explore data applications and gain a foundational understanding of P25 system operation.

Expertise level: Beginner

Critical Communications: ASTRO End-to-End Training, Session 2: ASTRO Networking

Products: ASTRO, APX radios

Presenters: Kelley O'Rourke

This course provides an overview of essential networking concepts and their application in ASTRO P25 trunked radio systems. Learn how ASTRO networks are designed and implemented for optimal performance and reliability. Covers basic networking principles and their specific application in ASTRO systems.

Expertise level: Beginner

Critical Communications: ASTRO End-to-End Training, Session 3: Core Basics

Products: ASTRO, APX radios

Presenters: Rich Jamison

This course explores the core of a P25 system, examining key traffic flows for calls, data and system management. Learn how applications like Provisioning Manager and UEM are used for configuration and alarm monitoring.

Expertise level: Beginner

Critical Communications: ASTRO End-to-End Training, Session 4: RF Sites

Products: ASTRO, APX radios

Presenters: Rich Jamison

Explore the different types of ASTRO 25 RF sites in this overview. Learn about Advanced System Repeaters (ASR), IP simulcast systems and Virtual Prime Sites.

Expertise level: Beginner

Critical Communications: ASTRO End-to-End Training, Session 5: Console site

Products: ASTRO, APX radios, CommandCentral AXS

Presenters: George Mixell

This session provides an overview of console system configuration and operation in ASTRO 25. Explore different console types, site options, and backup solutions for ensuring reliable communications between dispatch and the field.

Expertise level: Beginner

Critical Communications: ASTRO End-to-End Training, Session 6: Subscribers

Products: ASTRO, APX radios

Presenters: Tristan Weiss

A properly configured radio can mean the difference between seamless communications, and frustrated users. This session explores key codeplug parameters and the tools used to manage them in ASTRO systems. Learn about codeplug design and how to program radios using Radio Management (RM) and RadioCentral.

Expertise level: Beginner

Critical Communications: ASTRO End-to-End Training, Session 7: Encryption and KMF Operations

Products: ASTRO, APX radios

Presenters: George Mixell

Learn how encryption and key management work in ASTRO. This session covers Key Variable Loaders (KVL), using the Key Management Facility (KMF), key types, crypto periods and the Touchless Provisioning feature.

Expertise level: Beginner

Critical Communications: Audio Best Practices - How To Get the Best Performance From Your APX Radio

Products: APX radios, Accessories

Presenters: James Barrus

Clear and intelligible communications are critical to public safety personnel. This class will cover best practices for clear APX radio audio in different environments. We'll explore proper remote speaker microphone techniques and radio settings for various situations, including those involving SCBA (Self-Contained Breathing Apparatus), high-noise environments, and challenging acoustic conditions. You will learn practical strategies to ensure clear and reliable communication.

Expertise level: Any

Critical Communications: Bi-Directional Amplifier (BDA) Deployment and Best Practices

Products: DAS and BDA

Presenters: Rich Jimenez

A growing number of jurisdictions are legislating in-building coverage for first responders nationwide. To meet the legislation, Distributed Antenna Systems (DAS) are deployed. Deploying a DAS system can be overwhelming for both agencies and the building owners. In this informative class we'll review the various codes that must be followed and how the Motorola Solutions in-building DAS team provides expertise from start to finish in order to meet in-building legislation.

Expertise level: Any

Critical Communications: Bi-Directional Amplifiers (BDAs) and the Garland County Schools Funding Model

[Hear from your peers](#)

Products: DAS and BDA

Presenters: Darryl Mahoney (Garland County, AR), Bo Robertson (Garland County, AR)

Garland County, Arkansas, in collaboration with Motorola Solutions, identified communication gaps in its school districts and developed a plan to address them. This plan not only improved daily operations but also ensured mission critical communications for first responders within school facilities, enhancing school safety. To minimize the financial impact on schools, Judge Darryl Mahoney secured funding through a local grant.

Expertise level: Any

Critical Communications: Broadband Push-to-Talk: What are the Options?

Products: WAVE PTX

Presenters: Mariano Aguirre, Dave Ray

This session explores a range of broadband push-to-talk solution options for public safety agencies (MCPTT users) and commercial enterprises (PTT users). We'll examine relevant use cases and you'll learn six critical considerations to help you make informed decisions when choosing push-to-talk solutions.

Expertise level: Beginner

Critical Communications: Develop Your Interoperable Fleet Plan: A Demonstration

Products: WAVE PTX, Critical Connect

Presenters: Brent Kohman, Mariano Aguirre

Join us for an introduction to interoperable fleet planning using WAVE PTX and Critical Connect. This session explores different types of agency planning and outlines key considerations and process flows that can help you develop your own interoperable fleet plan. The presentation will end with a demonstration to tie together what you've learned and show you how to put these concepts into practice.

Expertise level: Intermediate

Critical Communications: HANDS-ON LAB: Drop-in ASTRO Lab and Virtual Professor Live

Products: ASTRO, APX radios

Presenters: Rob Zilch, Tristan Weiss, Kelley O'Rourke, George Mixell, Rich Jamison

Have questions about ASTRO? Come speak to our experts. Or try things out on our live ASTRO system.

Expertise level: Intermediate

Critical Communications: KMF 101: Key Management Use Cases and How To Address Them

Products: ASTRO, APX radios

Presenters: Martha Lora, Ron Lane

An introduction to configuring and using a Key Management Facility (KMF) to secure your ASTRO communications. We will look at how to use a KMF with Over-the-Air-Rekeying (OTAR) to operate securely. This will include how to manage a full key lifecycle, rotations and secure countermeasures from your KMF, as well as how to isolate and disable compromised units, set your compliance and rotation cadence and how to respond centrally and efficiently with remote key management.

Expertise level: Any

Critical Communications: Loud and Clear - APX Radio Audio Technology Overview

Products: APX radios, Accessories

Presenters: David Chambers

Audio performance is one of the most important aspects of your radio system. In this class, we'll provide an overview of what makes APX radios the best in class audio performance devices in the market. We will cover current and future audio technology for radios and accessories including demonstrations, helpful tools and recommendations on enhancing the user audio quality experience.

Expertise level: Any

Critical Communications: Secure Communications in ASTRO Radio Networks

Products: ASTRO, APX radios

Presenters: Anne Deichert, Martha Lora

Why are secure communications important and what does it take to make your ASTRO system secure? We will answer these questions and review the case for adding secure communications to your network and look at their everyday use. You will come away with an understanding of the need for end-to-end encryption and how to add secure capabilities to your system. This will cover encryption algorithms, HSMs, and key management tools, as well as their introduction and planning.

Expertise level: Any

Critical Communications: SmartConnect With LTE and Satellite Backhaul - Live Demo

Products: SmartConnect

Presenters: Shawn Vautour

Witness firsthand how a vehicle repeater using SmartConnect lets you seamlessly transition from LMR to broadband, to stay connected. This live demonstration will include both LTE and satellite backhaul connections to a vehicle repeater. Learn some of the ways other agencies are deploying this solution to extend mission critical coverage.

Expertise level: Any

Critical Communications: SmartIncident and Other Radio Applications for Fire and Police

Products: SmartIncident, SmartConnect, SmartMapping, SmartLocate, SmartMessaging

Presenters: Eric Rovira Ricard, Matt Busa

This class will explore the next generation of radio technology and the impact of smart apps, like SmartConnect, SmartLocate and SmartMapping, in fire and police departments. Learn how our latest application, SmartIncident, gives frontline responders a clear view of incident-related information, right on the radio.

Expertise level: Any

Critical Communications: The Chair and the Air: How the Console and Radio Work Together

Products: ASTRO, APX radios

Presenters: Aimee Wesley, Amy Ruiz, Rob Zilch

A look at mission critical radio communications from two perspectives: the dispatcher, and users in the field.

Expertise level: Beginner

Critical Communications: Vehicle Repeater Programming 101

Products: Futurecom DVR-LX

Presenters: Tristan Weiss, Dushyant Sharma

Develop your vehicle repeater (VR) programming knowledge. This presentation will provide a general overview of programming your VR as well as programming the portable and mobile radios for full DVRS operation.

Expertise level: Any

Critical Communications: What Is FIPS, and Why Does It Matter?

Products: ASTRO, APX radios

Presenters: Chris Perrin, Anne Deichert

What is the FIPS 140 standard and why should you care? Learn about the history and purpose of FIPS 140 and the different versions such as 140-2 vs 140-3. Listen as we discuss the different levels of security and how to read a security policy. Finally, understand how to plan for ongoing updates to products to meet changing standards including post quantum algorithms, interim and new certifications and how these relate to Motorola Solutions products. Remember, FIPS is FUN.

Expertise level: Any

Critical Communications: Which APX Radio Is Right For You? A Portfolio Overview

Products: APX radios

Presenters: Anna Davalos

Which APX radio model is the perfect fit for your department's needs? We'll review our entire APX radio fleet, highlighting the unique features and capabilities of each model. Discover how specific models excel in different scenarios, to help you make an informed decision based on your team's requirements in the field.

Expertise level: Any

Cybersecurity

Cybersecurity: Cyber Resilience for Public Safety: How PSTA Members Are Leading the Way

[Hear from your peers](#)

Products: All Products

Presenters: Jay Kaine, Tyler Brodbeck, Chris Mowthorpe

Cyberattacks are no longer a theoretical threat – they're directly impacting the ability of public safety agencies to respond to emergencies. This session brings together public safety leaders to share real-world experiences and best practices for protecting public safety systems. Learn how the Public Safety Threat Alliance (PSTA) is empowering agencies to combat cyber threats and ensure the safety of their communities. This session will provide valuable insights and actionable strategies.

Expertise level: Any

Cybersecurity: Cybersecurity 201: Building on the Basics

Products: All Products

Presenters: Ryan Clancy

Build on your Cybersecurity 101 knowledge by taking it to the next level. We will discuss specific cybersecurity controls and technical details of how they work including passwords, authentication mechanisms, and network segmentation. We'll also cover common cyber attacks and the sequence of events they use to compromise data and systems and how to protect yourself against them.

Expertise level: Any

Cybersecurity: Enhancing the MDR Service for a better customer experience (VOC Session)

Products: Flex, PremierOne, VESTA 9-1-1, ASTRO

Presenters: Paul Soriano, Brian Roosevelt

Defending your network from modern cybersecurity threats can be a daunting challenge that often benefits from partnering with dedicated cybersecurity professionals specializing in threat detection and response. In this session we invite you to join us in a discussion and to provide your inputs on public safety cybersecurity challenges and solutions.

Expertise level: Any

Cybersecurity: Getting Started with a Cyber System Security Plan (SSP)

Products: All Products

Presenters: Ryan Clancy, Tyler Brodbeck, David Rothrock

Cyber System Security Plans (SSP) are growing in popularity. Depending on your regulatory environment, SSPs may be required now or at some point in the future. In this session, you will learn how to start making an SSP, some common pitfalls of creating an SSP, and some helpful tips for beginning your SSP journey. Whatever knowledge levels, beginner or advanced, you can learn something new about SSPs in this session.

Expertise level: Any

Cybersecurity: Guarding the Lifeline: Protecting Emergency Call Handling with Cybersecurity for VESTA 9-1-1 & NGCS

Products: VESTA 9-1-1

Presenters: Paul Soriano, Tyler Brodbeck

This session delves into the critical cyber threats targeting VESTA 9-1-1 systems, drawing insights from the Public Safety Threat Alliance. It explores proactive defense strategies, including ActiveEye's managed detection and response (MDR) solution for 24x7 security monitoring, to fortify the security posture of your systems. By understanding and addressing these threats, public safety organizations can safeguard their VESTA environments, ensuring uninterrupted delivery of emergency services.

Expertise level: Any

Cybersecurity: Knight Siren - Tabletop Exercise

[Hear from your peers](#)

Products: All products

Presenters: Ryan Clancy, David Rothrock, Fausto Molinet, Mike Warren, Jay Kaine, Tyler Brodbeck, Chris Mowthorpe

The second annual KNIGHT SIREN cyber tabletop exercise brings together federal, state, and local leaders to improve the resilience of public safety emergency communications. Through a realistic scenario, participants will strengthen collaboration, enhance response plans, and increase awareness of cybersecurity threats, helping agencies maintain the availability and security of their mission critical systems.

Expertise level: Any

Cybersecurity: Let Us Break Into Your Building: Stories from a Physical Pen Tester

Products: All Products

Presenters: Fausto Molinet

In this session we'll walk through scenarios of how an adversary can get physical access to your facilities to disrupt, intercept or manipulate your public safety systems. This is an interactive session with demonstrations of how an adversary can use easily attainable tactics, tools, social engineering, and even forced entry. Delivered by an experienced physical penetration tester, we will explore ways you can reduce the risk of this very credible threat and protect your organization.

Expertise level: Any

Cybersecurity: Protecting the Lifeline - Protecting ASTRO networks with Cybersecurity

Products: ASTRO

Presenters: Brian Roosevelt

Explore the threat landscape facing public safety organizations and ASTRO networks with insights from over 1,500 organizations participating in the Public Safety Threat Alliance. In this session we'll discuss observed threats public safety network defenders are seeing today. We'll also cover threat detection and response challenges and solutions for mission critical networks including ActiveEye's managed detection and response (MDR) solution for 24x7 security monitoring.

Expertise level: Any

Cybersecurity: Real Threats, Real Tactics: 3 Proven Vulnerabilities in your Systems & How to Secure Them

Products: All Products

Presenters: Kiwi Kiwimagi, Darian Stamper

Join veteran military hackers turned Threat Analysts as they unveil the top three vulnerabilities threatening public safety systems. Discover hidden risks in your networks and gain the knowledge to identify and mitigate them effectively. Armed with actionable insights, you'll learn to safeguard your systems and deter threat actors, ensuring peace of mind in an increasingly perilous digital landscape. Don't miss this opportunity to bolster your security and protect what matters most!

Expertise level: Any

Cybersecurity: Strengthening CAD Systems with Advanced Cybersecurity for Uninterrupted Emergency Communications

Products: Flex, PremierOne

Presenters: Paul Soriano, Tyler Brodbeck

This session sheds light on the critical cyber threats targeting CAD systems, leveraging insights from the Public Safety Threat Alliance. It delves into proactive defense strategies and best practices to mitigate these risks, including ActiveEye's managed detection and response (MDR) solution for 24x7 security monitoring of CAD environments. By understanding and addressing these threats, organizations can fortify the security of their CAD systems, ensuring uninterrupted emergency services.

Expertise level: Any

Cybersecurity: The first 48-Hours: The 3 Critical Steps to take after a Ransomware Crisis

Products: All Products

Presenters: Pranshu Bajpai, Kiwi Kiwimagi

Join Dr. Pranshu and two veteran military hackers for an eye-opening session on the crucial first steps to take during a ransomware attack. Uncover the cyber threat groups targeting public safety, their tactics and the risks to your environment. We will guide you through the top three essential actions to implement during a ransomware crisis, equipping you with practical strategies to respond effectively. Don't miss this chance to enhance your defense and protect your organization from attack.

Expertise level: Any

Dispatch

Dispatch: Advanced PremierOne CAD Provisioning

Products: PremierOne

Presenters: Garry Nesbit, Chris Collins

This session will focus on several of the advanced features in PremierOne CAD Provisioning that will allow you to leverage the power of PremierOne CAD, to better serve you and your community's needs. Topics will include provisioning steps on Purge Operations, Manual Address Points, Run Card cutoffs, and Run Card sets A and B, among others. PremierOne CAD has many features, some of them new, that will be reviewed to ensure that your agency is leveraging all of the power that PremierOne CAD can offer.

Expertise level: Intermediate

Dispatch: ASAP to PSAP Interface

Products: Flex, PremierOne

Presenters: Mike Rogers, Jeremy Balls

A quick response to alarm calls can be the difference between life and death. The ASAP to PSAP integration is designed to streamline the alarm response process to improve speed and accuracy. In this session, we will provide a comprehensive overview of what ASAP to PSAP is, how it works, and how it can enhance the response time of your communications center. We will also share the latest updates on where it is being used and answer any questions you may have.

Expertise level: Any

Dispatch: CAD-to-CAD in PremierOne: what you need to know

[Hear from your peers](#)

Products: PremierOne

Presenters: Tony Kahn, James Grant (Metro Washington Airports Authority, DC)

This session will focus on several topics that will allow you to leverage the power of CAD-To-CAD, to better serve you and your agency's needs. Topics will include techniques to get incident data into or out-of CAD in near real-time, provisioning steps and much more. PremierOne CAD-To-CAD has many features, some of them new, that will be reviewed to ensure that your agency is leveraging all of the power that PremierOne CAD-To-CAD can offer.

Expertise level: Any

Dispatch: Dispatching With Flex CAD

Products: Flex

Presenters: Sydney Stephenson

This class is designed for both novice and seasoned Flex CAD users, offering a comprehensive introduction to the system's fundamental features. Participants will gain insights into enhancing their dispatching efficiency. Key topics include screen layout customization, effective unit filtering, the integration of additional CAD screens, and an in-depth look at use of the command line. Join us for a session aimed at refreshing skills and discovering new strategies.

Expertise level: Any

Dispatch: Flex CAD Setup & Administration Capabilities Part 1

Products: Flex

Presenters: Donna Cupp, Lila Nealand

Welcome to the wondrous World of Flex CAD! This class will guide you on your adventure of setting up your system the way you want it to perform for your agency. We will dive into the sea of Settings in The Admin Manager, plunder through the parameters that control your CAD functionality, and explore the mystery of tables set up. This class is geared to get you excited about using these instructions to help your worlds.

Expertise level: Intermediate

Dispatch: Flex CAD Setup & Administration Capabilities Part 2

Products: Flex

Presenters: Donna Cupp, Lila Nealand

Welcome to the wondrous World of Flex CAD! This class will guide you on your adventure of setting up your system the way you want it to perform for your agency. We will dive into the sea of Settings in The Admin Manager, plunder through the parameters that control your CAD functionality, and explore the mystery of tables set up. This class is geared to get you excited about using these instructions to help your worlds.

Expertise level: Intermediate

Dispatch: Flex Games for CAD

Products: Flex

Presenters: Sydney Stephenson

In an electrifying showdown of knowledge, two teams will go head-to-head in the Flex games, a competition designed for players to leverage their expertise in CAD. The winning team will earn a guaranteed spot to compete in the 2025 Flex Superbowl.

Expertise level: Any

Dispatch: Getting to know the CommandCentral AXS radio dispatch console

Products: CommandCentral AXS

Presenters: Matt Hintz

See how the new user-interface of CommandCentral AXS can simplify your radio dispatch workflows. This live demonstration shows how easily AXS can be configured to represent your agency's unique identity and procedures. All are invited to attend.

Expertise level: Any

Dispatch: HANDS-ON LAB: How to Build PremierOne Status Monitors

Products: PremierOne

Presenters: Jason Rusch, Ryan Sanderson

Join us in the lab, and let's build some status monitors! We will be hands-on and start from the beginning to build some common status monitors together, and discuss all of the available options. We will use any available time to show custom status monitor windows that we have seen our customers use. This class will be geared towards beginners to PremierOne provisioning, but experts are welcome to join and share some best practices that you've implemented at your agency!

Expertise level: Any

Dispatch: HANDS-ON LAB: Journey through PremierOne CAD & Mobile - An instructor-led lab

Products: PremierOne

Presenters: Devyn Thompson, Kevin Gipson, Dave Harvey

Discover the power of PremierOne CAD & Mobile in this engaging hands-on lab, led by expert instructors. This immersive session equips participants with valuable insights, enhanced skills, and a thorough understanding of PremierOne CAD & Mobile, all within an interactive and dynamic learning environment. This class is for anyone—from new users to seasoned professionals—who wants to deepen their understanding of PremierOne CAD & Mobile and expand their skillset with hands-on experience.

Expertise level: Any

Dispatch: HANDS-ON LAB: PremierOne CAD Mobile to RMS Mobile Workflow - featuring Jail

Products: PremierOne

Presenters: Sarah Rieman, Garry Nesbit, Chris Shotwell, Jason Rusch, Ryan Sanderson

Right to jail. Right away. Join us in the lab to get hands on with data flowing from PremierOne CAD/Mobile, through RMS, and off to jail! This session will be for PremierOne Suite administrators and end users of all skill levels. We will work through different scenarios between the Dispatch CAD, Mobile CAD, Mobile RMS (and even prebooking to Jail!) If you have any interest in seeing how the suite can work for your agency, or want to come try working an incident from creation to completion you should definitely add this course to your roster. Where can the person calling 911 for your CAD incident end up? Believe it or not, jail.

Expertise level: Any

Dispatch: HANDS-ON LAB: PremierOne CAD Provisioning - How to Provision New Features

Products: PremierOne

Presenters: Tony Kahn, DeeDee Wilson

This 2 hour session will provide attendees with hands-on experience in provisioning features and using features in PremierOne CAD. This session will include new features delivered from April 2024 through April 2025 along with some features from releases past that might have been overlooked. This session is an advanced session. Familiarity with PremierOne Provisioning is required.

Expertise level: Advanced

Dispatch: HANDS-ON LAB: PremierOne CAD Recommendations Troubleshooting

Products: PremierOne

Presenters: Tony Kahn, Chris Collins

Are you having issues with your current recommendations? Would you like to build your skills to be prepared for those recommendations that “just aren’t working?” Come join us for Recommendation Troubleshooting where we will look at unit recommendations from IRFs through run cards. We will cover common questions and stumbling points. We will review response cards and run cards to generate the recommendation you want. We will also cover response classes and descriptors, and how they can affect your recommendations. Bring questions and examples of those difficult recommendations that you have at your agency and let us work through them. This class is geared toward the advanced skill levels and you should be comfortable building unit recommendations.

Expertise level: Advanced

Dispatch: Introducing the New Flex CAD UI

Products: Flex

Presenters: Alan Harker

Abstract: Coming soon

Expertise level: Any

Dispatch: Leveraging the Potential of the Flex CAD Incident Screen

Products: Flex

Presenters: Elisabeth Schutz

Are you using the Classic Call screen? Are you curious what the CAD Incident screen looks like and how it works? Come to this class as we dive into the CAD Incident screen and its functionality. This class will explore the differences in the Classic screen and the CAD Incident screen.

Expertise level: Any

Dispatch: PremierOne CAD --- The new CAD CLIENT!

Products: PremierOne

Presenters: DeeDee Wilson

PremierOne CAD Fans this class is for you! Come check out the NEW PremierOne CAD Client. The teams have been working hard to deliver this new client with all the commands and features that you love of Classic CAD but with a gorgeous new look and the latest technology. This session will take an in-depth look at the improved designs, controls and features that are part of our new CAD Client.

Expertise level: Any

Dispatch: PremierOne CAD & RMS Crossover Provisioning

Products: PremierOne

Presenters: Sarah Rieman, Jason Rusch

This class is for any user that is interested in learning more about the PremierOne CAD Integration with PremierOne RMS. Integration between PremierOne CAD and PremierOne RMS can significantly enhance the efficiency and accuracy of public safety agencies. To achieve maximum benefits, it's vital to follow some best practices and ensure that all end users are well-trained. Understanding GIS plan management, properly provisioning shared fields, queries, and Smart Copy are essential components of this integration. By following these practices and providing thorough end-user training, agencies can guarantee successful CAD-to-RMS integration and enjoy all the benefits it has to offer all while avoiding unnecessary pitfalls! So, let's work together to make sure your public safety agency is running smoothly and keeping your community safe.

Expertise level: Any

Dispatch: PremierOne CAD Customer Configuration Showcase

[Hear from your peers](#)

Products: PremierOne

Presenters: Zach Beckner (Roanoke City), DeeDee Wilson

C'mon DOWN to join our fun and exciting round table, discussing the wide array of PremierOne CAD configuration options available to help your agency in its time of need. We phoned some friends to show off some of their favorite features of PremierOne CAD and Mobile, and tell us about how they have integrated them into their day-to-day operations to maximize their system. Don't be the weakest link. Survey says, you won't be disappointed with the insights you'll glean from this session. Deal or no deal?

Expertise level: Any

Dispatch: PremierOne CAD for New CAD Administrators

Products: PremierOne

Presenters: Devyn Thompson, Kevin Gipson, Garry Nesbit

This course is designed to provide new CAD Administrators with a thorough understanding of their roles and responsibilities. Participants will explore key tasks, common challenges, and proven strategies for ensuring smooth and efficient operations. The session highlights best practices, potential pitfalls to avoid, and valuable lessons shared by peers. Participants will also have the opportunity to connect and collaborate with other CAD Administrators, fostering a supportive network for ongoing growth. Additionally, the course offers a clear roadmap for managing daily, weekly, and yearly workflows, with a special focus on maintaining long-term data integrity through practical tips for accuracy and cleanliness. This class is designed for new CAD Administrators who are looking to build a strong foundation in their role, gain insights into best practices, and connect with peers to enhance their skills and knowledge of PremierOne CAD systems.

Expertise level: Beginner

Dispatch: PremierOne CAD Game Day!

[Hear from your peers](#)

Products: PremierOne

Presenters: DeeDee Wilson, Tony Kahn, Ryan Sanderson, Zach Beckner (Roanoke City)

Join the wild and crazy PremierOne CAD team for a super fun and amazing hour of games to test your knowledge of PremierOne CAD. Yes - there will be prizes. Yes - there will be fun. And Yes - you may even learn a few things about PremierOne CAD! This session is for all knowledge levels. Come on in and play - you may already be a winner!

Expertise level: Any

Dispatch: PremierOne CAD Provisioning Refresher

Products: PremierOne

Presenters: Kevin Gipson, Devyn Thompson

Has it been years since your agency's PremierOne CAD system was provisioned and went live? If you're now tasked with making updates or adjustments and find yourself unsure where to start, this class is for you! We'll dive into topics like Response IDs, Run Card Management, User Permissions, IRFs, and more. Bring your questions and join us for a thorough provisioning refresher. Designed for PremierOne CAD provisioning users who are out of practice or need a refresher, this class welcomes participants of all skill levels.

Expertise level: Any

Dispatch: PremierOne CAD Unit Recommendations

Products: PremierOne

Presenters: Jason Rusch, James Cummings

Fixed recommendations never stay "fixed". Changed in leadership, staffing, policy....whatever the reason, you need to update who gets recommended. In this session we will help you build your skills as we walk through all the aspects of creating fixed recommendations. We will start with a basic recommendation and continue to add to it as we discuss all of the available options. We will cover common questions and stumbling points as we continue to build out to an advanced recommendation. Gain the confidence and understanding you need to build out the recommendations that your agencies need. This class is designed for new CAD administrators or anyone looking to brush up on their skills creating effective fixed recommendations.

Expertise level: Any

Dispatch: Setting up ARL Recommendations in PremierOne

Products: PremierOne

Presenters: Keith Burns

Abstract: Coming soon

Expertise level: Any

Dispatch: The New PremierOne CAD Map

Products: PremierOne

Presenters: Joel Chirhart

Abstract: Coming soon

Expertise level: Any

Dispatch: Tips and tricks for Training End Users on PremierOne CAD

[Hear from your peers](#)

Products: PremierOne

Presenters: Devyn Thompson, Jessica Lamb (Loudon County FRS)

This session will provide guidance on best practices for training new users, effective review and testing techniques, and creating lesson plans that incorporate both online and instructor-led training. Join us for an engaging and educational experience that will equip you with the tools and strategies to make your training sessions both effective and enjoyable. This class is designed for CAD users of all experience levels who are looking to enhance their skills, learn effective training techniques, and build confidence in guiding new users through PremierOne CAD systems.

Expertise level: Any

Dispatch: Tips for Training Dispatchers on Flex CAD

Products: Flex

Presenters: Kim Steiner

Are you a Communications Training Officer and in need of some tips and tricks on training your new employees on Flex CAD? If you're looking for a fresh approach at training new employees, this is the class for you! Join us to collaborate on the tips and tricks we've all learned along the way. Making this class a big group discussion will be mutually beneficial for everyone so come join the discussion.

Expertise level: Any

Emergency Call Handling

Emergency Call Handling: Answering 9-1-1 calls with the AI enabled Tool Kit - the Difference an Assistant Makes

[Hear from your peers](#)

Products: VESTA 9-1-1, VESTA NXT

Presenters: Jeff Freeland

How can AI augment the support, critical thinking and communication skills for the telecommunicator, while keeping the human in charge? If AI can take on tasks like sorting and surfacing information from the live call, does that mean fewer clicks, fewer tabs, less digging for information? Hear from colleagues on how AI is helping telecommunicators automate routine tasks for big win improvements.

Expertise level: Any

Emergency Call Handling: Customer Roundtable: AI Use Cases

[Hear from your peers](#)

Products: VESTA 9-1-1, VESTA NXT

Presenters: Pascal Maheu, Jeff Freeland, Ron Wilson

How does AI help reduce the mental fatigue telecommunicators experience while simultaneously offering PSAPs increased operational efficiencies? We'll explore three specific examples as we hear from three different agencies. Don't miss their report of the AI benefits for their centers.

Expertise level: Any

Emergency Call Handling: Fine Tune Your VESTA 9-1-1 Engine

Products: VESTA 9-1-1, VESTA Analytics

Presenters: Marty Bausano, Lori DeBois, Adrienne Turner

This session is based on questions we've been getting from VESTA 9-1-1 users on how to fine-tune their VESTA 9-1-1 skills. Whether you have questions about using VESTA, are a new administrator, want a refresh on your VESTA Analytics reports, we've got you covered. Don't miss the opportunity to make sure you are getting the most out of your VESTA 9-1-1.

Expertise level: Any

Emergency Call Handling: How Can Different Be a Good Thing?

[Hear from your peers](#)

Products: VESTA NXT

Presenters: Michel Moubarak, Amy Walker

Training telecommunicators on new software means change and it takes time. How do we lessen the training time and actually delight users in what they learn? Hear a Collier County telecommunicator and Motorola Solutions trainer talk about their experience in training and learning the new VESTA NXT user interface. Walk away from the session with a new perspective on why 'different' is a good thing.

Expertise level: Any

Emergency Call Handling: How to Manage 9-1-1 Mapping Data in One Secure Place

Products: VESTA 9-1-1, VESTA NXT

Presenters: Jeff Freeland, Jim Kringle

As the sources of location data increase, what process will 9-1-1 agencies use to submit and manage all mapping data and geographic feeds in one secure place? Join us as we explore how Motorola Solutions unified mapping platform provides a common hub for map data including CAD data while leveraging unified cloud GIS technology. A key focus will be source map data and 9-1-1 data processing capabilities that provide the foundation for a common hub deployment.

Expertise level: Any

Emergency Call Handling: Peel Regional Police – Technology Investments that Improve 9-1-1 Service

[Hear from your peers](#)

Products: VESTA 9-1-1

Presenters: Pascal Maheu

The Peel Regional Police Communications Centre, the first large Public Safety Answering Point in Canada to launch NG9-1-1, leveraged investments in technology to significantly improve 9-1-1 call answer times, reduce incoming call volume and enhance overall service delivery to the community. Hear Inspector Mark Noble explain how these upgrades have provided the technology capabilities to connect callers with emergency services in an expedited manner.

Expertise level: Any

Emergency Call Handling: What you need to know about VESTA Managed and Support Services

[Hear from your peers](#)

Products: VESTA 9-1-1

Presenters: Rashmi Jain Keerthi, David Hartley, Kelsey Proctor, Armando Tello, Tim Leach

Join us for an overview of the Managed and Support Services for VESTA 9-1-1. With emergency services-grade monitoring, technical support, access to report tickets, a customer advocate and more, the VESTA Services are there for you 24/7. Get the details on how these services help safeguard your community.

Expertise level: Any

Evidence

Evidence: Advanced Physical Evidence Management in Flex

Products: Flex

Presenters: Sam Kurtze

Join us as we cover advanced functionality within the Flex Evidence module. We will cover how to set up partitions for agencies on a shared server along with partitioning evidence locations for officers. We will cover details on how to complete the scanner setup and to set up Evidence for movements. We will also review using the scanner to complete movements, audits and how to obtain the audit report from the server.

Expertise level: Advanced

Evidence: AI in Video Management: Emerging Trends in Video Analytics

Products: CommandCentral Evidence, VideoManager EL (formerly Evidence Library), VideoManager EX

Presenters: Michelle Schoenebeck

Dive into the exciting trends of AI in digital evidence management. This class will go over what the future of video management looks like with AI enhancements. You can also learn about how you can decrease time spent at a computer with tools like AI redaction and transcription.

Expertise level: Any

Evidence: Basic Physical Evidence Management in Flex

Products: Flex

Presenters: Nicky Schmelter

Let's get back to the basics with Flex Evidence! This course is intended for the beginner law enforcement officer, evidence custodian, investigator or detective. Or, you can come if you just need a refresher. We will cover the basics of entering physical evidence or property into Flex and moving evidence to a new location either piece by piece or multiple items at once. We will cover chain of custody, evidence locations and printing out your barcoded labels.

Expertise level: Beginner

Evidence: Device Management Made Easy: VideoManager EX Basics

Products: VideoManager EX

Presenters: Nicole Rudy, Joey Knichel

This course covers efficient workflows within VideoManager EX, including the management of body-worn and in-car video recordings. Attendees will learn to import diverse media types, preserve recordings by integrating them into incidents, prepare media within incidents, and effectively share and export video recordings, imported media, and complete incidents. There will be an emphasis on the practical skills required when navigating the VideoManager interface and optimizing workflows.

Expertise level: To be confirmed

Evidence: End-to-End Evidence Management with VideoManager EL and CommandCentral Evidence

Products: To be confirmed

Presenters: Nicole Rudy, Nicole Izbicky

Learn how to get the most out of your evidence management solutions. This course will cover the newest features in VideoManager EL, as well as tips on when to leverage VideoManager EL vs CommandCentral Evidence. This course covers exporting events, utilizing incident IDs, performing case tasks, managing administrative settings and accessing support resources.

Expertise level: To be confirmed

Evidence: Evidence Exporting 101: Securely Share Case Files

Products: To be confirmed

Presenters: Nicole Izbicky, Nicole Rudy

This course will cover all your options for getting your digital evidence out of VideoManager EL and CommandCentral Evidence. This will include the various methods available for sharing to external partners, including but not limited to your local DA's and Prosecutor's office. In addition, we will review the different methods available for download or export to external storage (e.g., flash drive, DVD).

Expertise level: To be confirmed

Evidence: HANDS-ON LAB: Maximize the Value of Your Digital Evidence with CommandCentral Evidence

Products: To be confirmed

Presenters: Nicole Izbicky, Nicole Rudy, Nealy Adams

This course provides practical training for CommandCentral Evidence users and administrators. Explore different software versions, master user skills, and learn to leverage Community features (CityProtect, Public Links, Tip Manager) and Responder mobile app functionalities. Hands-on exercises will reinforce understanding of user roles, permissions, and administrative tasks including retention policies and tag management. Space is limited and will be offered on a first-come first-serve basis.

Expertise level: To be confirmed

Evidence: HANDS-ON LAB: VideoManager EL Overview

Products: To be confirmed

Presenters: Nicole Rudy, Stephanie Mack

Get hands-on training for VideoManager EL user skills. This class will go over device configuration and deployment, user/group management (including roles and permissions) and establishing effective retention policies. This class is helpful for VideoManager EL users and administrators. Space is limited and will be offered on a first-come first-serve basis.

Expertise level: To be confirmed

Evidence: Solution Overview: M500 Interview Recording System

Products: To be confirmed

Presenters: Drew Taylor

Learn more about the new interview recording system from Motorola Solutions. This product combines hardware and software and is designed to assist law enforcement agencies in interviews of witnesses and suspects. This solution records and streams interviews, and also manages the related evidence from the interviews.

Expertise level: Any

Evidence: Streamlining Field Evidence: Tools for Efficient Capture and Management

Products: 10-21 Police Phone, CommandCentral Evidence, CommandCentral Responder

Presenters: Jackson Neff, Michelle Schoenebeck, Ryan Seick

Streamline field-based evidence capture and management with integrated mobile apps. This session showcases how 10-21 Police Phone, CommandCentral Responder and CommandCentral Evidence create a seamless workflow. Capture photos and videos, take notes, record phone calls with witnesses and automatically add them to your evidence collection—all from your phone. See firsthand how this integrated solution enhances on-scene efficiency and accuracy.

Expertise level: Any

Fire

Fire: Flex CAD From a Fire Perspective

Products: Flex

Presenters: Kelci Bryan

When it comes to dispatching Flex fire calls, there can be a lot of variables to consider. In this class, we will cover response plans vs. recommended units, response plan leveling, how to set up special instructions, and the benefits that certain interfaces and features provide dispatchers on a fire call. This class will give you a base knowledge of what you should consider when setting up your CAD system, or for using the system yourself when dispatching fire calls.

Expertise level: Any

Fire: HANDS-ON LAB: Flex Response Plans

Products: Flex

Presenters: Matt Grady

Abstract: Coming soon

Expertise level: Intermediate

Fire: HANDS-ON LAB: Flex Unit Recommendations

Products: Flex

Presenters: Matt Grady

Abstract: Coming soon

Expertise level: Intermediate

Fire: PremierOne CAD for Fire and EMS

[Hear from your peers](#)

Products: PremierOne

Presenters: Zach Beckner (Roanoke City), DeeDee Wilson

You're in Command with this session is focused on PremierOne functionality for the Fire and/or EMS agency. We will be highlighting some specific features implemented by customers for fire and EMS operations. Highlights in functionality will include CAD, Mobile, as well as SSRS and IDD reports and dashboards. You don't want to miss this opportunity to be the Chief of Technology and maximize your PremierOne system!

Expertise level: Any

GIS & Mapping

GIS & Mapping: Address Maintenance for Flex

Products: Flex

Presenters: McKenzie Wright, Todd Almon

Address Maintenance activities is a core operation to ensure clean and accurate tables within the Flex system. In this course, we will walk you through why Address Maintenance is a necessary maintenance task for the Flex system. We'll review some best practices when running and the process of reviewing and correcting errors. This class is to assist Administrators of the Flex system to improve understanding of the Address Maintenance process.

Expertise level: Intermediate

GIS & Mapping: ArcGIS Pro Deployment Model for Flex

Products: Flex

Presenters: McKenzie Wright, Todd Almon

We invite GIS and Flex Administrators to join us for a review of the Flex GIS deployment process using ArcGIS Pro. ArcGIS Pro is the latest flagship GIS software that is utilized today as an industry standard. We will be exploring the Flex ArcGIS Pro project to expose the GIS workflows and contents as well as identify similarities and differences from the Desktop predecessor. This will be a great class for those preparing to migrate or upgrade to the Pro version of Flex solutions, as well as those looking for insight on what GIS maintenance is involved.

Expertise level: Intermediate

GIS & Mapping: ArcGIS Pro Deployment Model for PremierOne

Products: PremierOne

Presenters: McKenzie Wright, Todd Almon

We will be showcasing the newest PremierOne GIS Update process supported by ArcGIS Pro. Session will include a detailed runthrough of the entire update process including the use of the ArcGIS Pro supported PremierOne Data Import Tools, GIS models and current MSI techniques and philosophies which are applied for new deployments as well as allowing opportunities for customers to share their own tips and tricks. Join us to showcase the PremierOne ArcGIS Pro workflow for GIS Administrators.

Expertise level: Intermediate

GIS & Mapping: ArcGIS Pro Process for Flex

Products: Flex

Presenters: McKenzie Wright

Abstract: Coming soon

Expertise level: Any

GIS & Mapping: Cartography for Public Safety Maps

Products: Flex, PremierOne, CommandCentral Aware

Presenters: McKenzie Wright, Todd Almon

Join us as we showcase the potential for visual map displays. Content will cover appropriate data sources for public safety mapping and principles behind creating public safety maps that are both highly functional and visually pleasing. We will also be discussing mapping service ingestion for flexible map display across the Motorola Solutions products. Sharpen your Public Safety Cartography skills as a GIS Administrator in this session covering all things mapping.

Expertise level: Any

GIS & Mapping: Configuration & Provisioning for GIS in PremierOne

Products: PremierOne

Presenters: McKenzie Wright, Todd Almon

Abstract: Coming soon

Expertise level: Any

GIS & Mapping: Configuration for GIS in Flex

Products: Flex

Presenters: McKenzie Wright, Todd Almon

Abstract: Coming soon

Expertise level: Any

GIS & Mapping: Discover and Discuss what GIS Managed Services has to Offer

Products: PremierOne, Flex

Presenters: Luke Behling, Jenny Tovar

Do you struggle with finding (or keeping) a GIS administrator to update or manage the GIS requirements of your Flex or PremierOne system? This session will have an overview of the services we offer, a brief demo of the Motorola GIS Managed Services (MGMS) WebApp used for managing specific data sets and will conclude with a panel discussion with current customers. Panel topics include but are not limited to - Why customers choose a GIS Managed Services offer? How has it improved your experience with Motorola's products? What are some frequently asked questions and scenarios that MGMS can help with? Come and learn more about Motorola GIS Managed Services!

Expertise level: Any

GIS & Mapping: GIS Customer Showcase

Products: CommandCentral Aware, CommandCentral CAD, CommandCentral Responder, Flex, PremierOne

Presenters: McKenzie Wright, Todd Almon

The GIS customer showcase is a time to learn from fellow GIS gurus on some of the unique solutions that they have found or best practices to share. Whether you have something to share or if you just want to learn from others, come join us for one of our favorite GIS sessions of the conference. Come to a collaborative GIS experience of sharing and learning together.

Expertise level: Any

GIS & Mapping: Leveraging Esri's ArcGIS Living Atlas of the World

Products: CommandCentral Aware, CommandCentral CAD, Flex, PremierOne

Presenters: Diana Gijsselaers, Jeff Freeland

Join us as we explore ready-to-use cloud services that heighten understanding of incident locations and enrich situational awareness. We'll delve into Esri's ArcGIS Living Atlas, navigating diverse resources—ranging from essential basemaps to flood gauges, wildfire hotspots, and hurricane evacuation routes. Should you already be acquainted with Esri ArcGIS Living Atlas, we encourage you to contribute your insights during this exploration. This session is tailored for users of Motorola Solutions mapping products facilitating cloud GIS data connectivity, including CommandCentral applications, CAD, or VESTA Map Local.

Expertise level: Any

GIS & Mapping: Preparing for your Flex GIS Upgrade & Migration

Products: Flex

Presenters: Todd Almon, McKenzie Wright

Abstract: Coming soon

Expertise level: Intermediate

GIS & Mapping: Top 10 Flex GIS Support Issues SOLVED

Products: Flex

Presenters: To be confirmed

Abstract: Coming soon

Expertise level: Any

GIS & Mapping: Top 10 PremierOne GIS Support Issues SOLVED

Products: PremierOne

Presenters: Joel Chirhart

Abstract: Coming soon

Expertise level: Any

GIS & Mapping: Vehicle Routing Functionality for Beginners

Products: PremierOne, Flex, CommandCentral Aware, CommandCentral CAD, CommandCentral Responder

Presenters: McKenzie Wright, Todd Almon

Abstract: Coming soon

Expertise level: Beginner

GIS & Mapping: Vehicle Routing Functionality for the Advanced User

Products: Flex, PremierOne

Presenters: Todd Almon, McKenzie Wright

Abstract: Coming soon

Expertise level: Advanced

Industry & Leadership

Industry & Leadership: Assist is Here - Meet the AI for Public Safety

Products: All Products

Presenters: Chris Bennett

The public safety need for AI is clear - with overwhelming amounts of data and resource constraints, every agency struggles with efficiency and effectiveness. Assist, the AI for public safety from Motorola Solutions, seamlessly provides suggestions and eliminates busy work for your personnel across the public safety workflow. Join this session to see how Assist AI helps your people do their best work while keeping the decision-making where it belongs: with the people.

Expertise level: Any

Industry & Leadership: Building Engagement: Creative Solutions for Connecting Users with Technology

[Hear from your peers](#)

Products: All Products

Presenters: Megan Heiss (Glendale PD), Ileana Scaffidi (Glendale PD), David Wilson, Claire Johnson, Jimmy Trivedi, Dave Debauffer, Julie McDillon

This session will focus on how the Glendale Police Department built from the ground up and maintained relationships with Motorola, within their department, and externally with other agencies through the building of trust, transparency and managing of realistic expectations.

Expertise level: Any

Industry & Leadership: Communicating with Impact During High-Stress Incidents

Products: All Products

Presenters: Dee Singley

Effective communication is a cornerstone for first responders in de-escalating tense situations. This session explores practical techniques for inclusive language, active listening and two-way feedback. Learn how to build trust, reduce risks and deliver results with empathetic communication. Gain tools to enhance safety, foster stronger teams and strengthen community relationships- making communication your most powerful asset in the field!

Expertise level: Any

Industry & Leadership: Customer Panel: Embracing Innovation in Challenging Times

Products: All Products

Presenters: Lashinda Stair, Sam Rabadi

Public safety faces constant challenges, but innovation can improve efficiency, response, and community relations. Learn how to build a culture of innovation, overcome resistance, and leverage new technologies to meet modern demands. Moderated by Lashinda Stair and Sam Rabadi from the Motorola Solutions Industry team, our panelists will share strategies to pinpoint improvement areas, implement solutions, and build a resilient, adaptable public safety organization that is ready for the future.

Expertise level: Any

Industry & Leadership: Customer Panel: The Female Force - Career Perspectives

[Hear from your peers](#)

Products: All Products

Presenters: Katie Gard, Carrie White (Fornay, TX), Vera Bumpers (Houston Metro Transit, Ret.)

Women constitute over half of the U.S. population but occupy fewer leadership roles across industries, including public safety. Join Chiefs Carrie White (Fornay, TX) and Vera Bumpers (Houston Transit, retired) as they discuss their career challenges and learning experiences. Moderated by Katie Gard, NG9-1-1 Sales Director, this panel will offer attendees valuable insights and inspiration, demonstrating how “iron sharpens iron.”

Expertise level: Any

Industry & Leadership: Enhancing Campus Safety - Everyone's Top Priority

Products: All Products

Presenters: Lashinda Stair, Matt Leicester

From K-12 to higher education, campus safety is a top priority for students, staff, and communities. This session explores proactive safety measures and the vital role of effective communication in emergencies. Attendees will learn how integrated technology and communication solutions can enhance incident preparedness, response, and recovery, and take away strategies and best practices to create a safer learning environment for all.

Expertise level: Any

Industry & Leadership: Four Lenses: Understand the People You Interact With

Products: All Products

Presenters: Jonelle Hanson, Andy Lueck

Do you need some shortcuts to understand the values of your teammates? Have you ever wondered about the motivations behind someone's actions or behavior? This course shares some tools and techniques to help crack this code. Join Jonelle Hanson and Andy Lueck for a bit of personal discovery and walk away with more skills for dealing with others - personally and professionally. Note that class size will be capped at 60 participants on a first-come, first-served basis.

Expertise level: Any

Industry & Leadership: Handling an Incident Involving Mental Health Issues: Best Practices

Products: All Products

Presenters: DJ Seals

With a shortage of behavioral health services available, officers often find themselves dispatched to calls with individuals experiencing a mental health crisis. Applying standard tactics and approaches in these circumstances can actually escalate the situation, increasing the risk for the officer and the individual. Join this session to hear former detective DJ Seals share some of his experiences, and his methods to manage these encounters to a positive resolution.

Expertise level: Any

Industry & Leadership: My Friend Ira

Products: All Products

Presenters: DJ Seals

Join former Detective DJ Seals as he shares the heartwarming story of Ira, a community member with special needs, that promises to frighten, amuse, and inform you (hopefully in that order). A repeat customer of DJ's agency - and not in a good way - you will hear how Ira was historically treated in his encounters with law enforcement. Attendees will learn about the perhaps controversial solution that DJ came up with - literally, out-of-the-box thinking - to help Ira through a very difficult time.

Expertise level: Any

Industry & Leadership: PremierOne Executive Committee Business Meeting

[Hear from your peers](#)

Products: PremierOne

Presenters: PremierOne Executive Committee

This is the Annual Business Meeting of the PremierOne Users' Executive Committee and the PremierOne General Membership. All PremierOne users are invited to attend. In addition to the regular business meeting, approved applicants for the Executive Committee will be introduced and voted upon by the members present at the meeting. This year, there is one (1) open position on the Executive Committee and applications are being accepted until Monday, May12 at 4:00pm (CDT).

Expertise level: Any

Industry & Leadership: Preparing for and Managing through Hurricanes

[Hear from your peers](#)

Products: All Products

Presenters: Nick DiCicco (Chagrin Valley Dispatch), Bob Finney (Collier County SO)

A hurricane is unlike any other natural disaster. You have days to prepare, and yet when it hits, it's still utterly unpredictable. Hear from two agencies at opposite ends of the Hurricane Helene experience: Bob Finney from Collier County SO, who prepared extensively for the event with minimal impact, and Nick DiCicco from Chagrin Valley (OH) Dispatch, who brought their mobile command bus to Buncombe County, NC to help manage thousands of calls for help in the aftermath.

Expertise level: Any

Industry & Leadership: Reducing Negative Outcomes: Leveraging Risk and Race Data in PremierOne

[Hear from your peers](#)

Products: PremierOne

Presenters: Dirk Niles (Peel Regional Police), Nishan Duraipah (Peel Regional Police), Anthony Odoardi (Peel Regional Police)

Peel Regional Police adopted a human rights-focused approach leveraging body-worn cameras and the Race and Risk-based data collection within PremierOne CAD in their annual use-of-force training. The result? Negative outcomes for Black residents and other communities of color declined by up to 50% year-over-year. Join this session to learn more about this ongoing program, and consider how leveraging your resources in new ways can build trust with your communities of color.

Expertise level: Any

Industry & Leadership: Retaining Talent: The Transformative Power of Stay Interviews

[Hear from your peers](#)

Products: All Products

Presenters: Arin Flook (Loudon County FRS), Christopher Cross (Loudon County FRS), DeeDee Wilson

Christopher Cross (Assistant ECC Manager) and Arin Flook (Dispatcher) from Loudoun County (VA) Fire and Rescue share how jurisdictions can successfully use stay interviews to improve communication with employees. Learn how proactive conversations boost engagement, reveal insights, improve retention and increase employee satisfaction while building trust and collaboration. Together, we'll pinpoint practical strategies to empower your team and strengthen talent retention.

Expertise level: Any

Industry & Leadership: The Female Force - Managing a Major Event

[Hear from your peers](#)

Products: All Products

Presenters: Gina Hawkins (Cobb County SO, Ret.)

Successfully managing a major event involves concepts that apply to any field. Pre-planning helps, but being ready for the unexpected is crucial. Men often focus on tactics to achieve objectives, while women consider broader impacts, such as legal, political, and personal factors. Hear from retired Assistant Chief Deputy and current NAWLEE Board President Gina Hawkins about the unique perspectives women bring to managing major events.

Expertise level: Any

Industry & Leadership: What Does Community Policing Look Like?

Products: All Products

Presenters: DJ Seals

You've definitely heard the phrase "Community Policing" - either from your own agency or in the media. Everybody seems to agree that it's a good thing, but it's less clear what it actually means, and how you know you've achieved it. Join former Detective DJ Seals, who has been known to have an opinion or two, to learn more about his experiences with Community Policing, and some guidelines to understand whether your agency has achieved it, or if there's more work to do.

Expertise level: Any

Industry & Leadership: You Asked For It: Digging in the Dirt

Products: All Products

Presenters: DJ Seals

At Summit 2024, this survey comment came from an attendee of DJ Seals' Fascinating Failures class: He could do a presentation on dirt & I'd recommend it because I know he's going to teach me something & make it relatable. Well, we're all about to find out! Join this session to see DJ (who really does read your survey comments) explain how different types of soil - yep, soil - relate to your interactions with other members of your agency - and how to avoid the fertilizer.

Expertise level: Any

Innovation & New Functionality

Innovation & New Functionality: An introduction to Avtec Scout: Linking PSAPs to Schools and Businesses

Products: Avtec Scout

Presenters: Dan O'Brien

Dispatching for and collaborating with organizations that use different radio systems and public safety technologies presents a host of challenges. Learn how the Avtec Scout radio dispatch platform unifies multi-vendor environments and enhances real-time collaboration between telecommunicators and neighboring agencies, schools and businesses.

Expertise level: Any

Innovation & New Functionality: What's New: 10-21 Police Phone

Products: 10-21 Police Phone

Presenters: Jackson Neff

The 10-21 Police Phone mobile app is law enforcement's favorite calling tool to professionally and securely connect officers with community members. This session will cover new feature functionality including agency accounts, admin controls, call recording, MSI integrations and more. Join us to learn more about the complete 10-21 solution and discuss how this powerfully simple tool can improve your agency's community connection.

Expertise level: Any

Innovation & New Functionality: What's New: Body Cameras and In-car Video

Products: To be confirmed

Presenters: Michael Tsao, Inna Innes

In this session, the product team will showcase how in-car video and body camera solutions are transforming public safety with new features and upcoming enhancements. Learn how to leverage these technologies to enhance situational awareness, improve accountability, and promote transparency. Stay ahead of the curve with the latest updates and discover how these tools can drive smarter decisions and safer communities.

Expertise level: To be confirmed

Innovation & New Functionality: What's New: Callyo Investigative Solutions

Products: All Products

Presenters: Hike Maissian

This session is for Callyo customers and law enforcement agencies interested in secure mobile apps for overt and covert investigations. We'll showcase new functionality added in the past year, including a streamlined Visual Push-to-Talk experience and enhanced security features such as Guest Access and Secure Channel. We'll share a high-level view of the roadmap illustrating what is planned and currently being developed to make Callyo the leading solution for your covert operations.

Expertise level: Any

Innovation & New Functionality: What's New: CAPE Drone Software

Products: CAPE

Presenters: Norm Serrano

This session is designed for current CAPE customers or agencies interested in exploring drone launch, video and flight control software. We will showcase CAPE's newest functionalities and integrations, including a recently released autonomous Drone in a Box solution and new integrated NDAA and Blue UAS drones. A preview of the product roadmap will highlight upcoming developments. Join us to learn about the latest innovations and how they benefit your operations.

Expertise level: Any

Innovation & New Functionality: What's New: CommandCentral Aware

Products: CommandCentral Aware

Presenters: Larry Freeman, David Batastini

Join us as we review the enhancements made to CommandCentral Aware over the past year and discuss upcoming priorities. This session is intended for both existing and new users looking to hear about the latest feature additions and enhancements available in CommandCentral Aware.

Expertise level: Any

Innovation & New Functionality: What's New: CommandCentral Evidence

Products: CommandCentral Evidence

Presenters: Michelle Schoenebeck

Come learn all about the exciting enhancements that were made to CommandCentral Evidence in 2024, and take a look at where we are taking the product in the near future.

Expertise level: To be confirmed

Innovation & New Functionality: What's New: ComparisonManager Pro - Image Comparison Technology

Products: ComparisonManager Pro

Presenters: David Olive, Sam Palmer

Introducing ComparisonManager Pro, the ultimate image analysis tool for law enforcement. This year, it has unveiled game-changing updates, from faster image processing to advanced analytical features, transforming routine investigations into breakthroughs. Join us for an exclusive reveal of these impactful upgrades and see how this powerhouse tool is reshaping investigations and revolutionizing the field. Stay ahead in the pursuit of justice with ComparisonManager Pro.

Expertise level: To be confirmed

Innovation & New Functionality: What's New: Flex CAD

Products: Flex

Presenters: Alan Harker

Abstract: Coming soon

Expertise level: Any

Innovation & New Functionality: What's New: Flex Jail

Products: Flex

Presenters: Hank Morris

Join us as we review the enhancements made to Flex Jail over the past year and discuss the upcoming roadmap. Open discussion on what other enhancements are needed.

Expertise level: Any

Innovation & New Functionality: What's New: Flex Platform

Products: Flex

Presenters: Andrew Calvo

Learn what's new and coming soon to the Flex Platform, such as CJIS compliance, Authentication Management, MFA, integration with Unified Identity and increased stability features. This class is open to everybody but will have a focus toward Flex SAAs and system administrators. Is your SAA or system administrator not attending Summit? Take the information from this class back to your agency so they can be aware of these improvements and changes coming to the Flex Platform.

Expertise level: Any

Innovation & New Functionality: What's New: Flex Records

Products: Flex

Presenters: Andrew Calvo

Join us to discover the exciting new features that have recently been released for Flex Records, including changes we've made to the UI, Workflow, File Syncing with CommandCentral Evidence and more!

Expertise level: Any

Innovation & New Functionality: What's New: Next-Gen Call Routing Service

Products: Next-Gen Call Routing

Presenters: Sam Bard, Ira Pyles, Jeff Gillan

Join us as we review the enhancements made to our Next Gen call routing service over the past year, including the cloud call routing service.

Expertise level: Any

Innovation & New Functionality: What's New: PremierOne CAD

Products: PremierOne

Presenters: DeeDee Wilson

This session will cover what has been delivered in PremierOne CAD in the past year as well as take a look and what is planned for the future. Join the PremierOne CAD Product Manager as they lead a presentation on PremierOne CAD new features, integrations and product outlook and management.

Expertise level: Any

Innovation & New Functionality: What's New: PremierOne Mobile

Products: PremierOne

Presenters: Danah Palmer

This class is designed for current and prospective PremierOne Mobile (Windows, iOS and Android) customers who are looking at receiving an update on the features that have been released in the last year.

Expertise level: Any

Innovation & New Functionality: What's New: PremierOne Records

Products: PremierOne

Presenters: Danah Palmer

This class is for ALL PremierOne RMS users, administrators, trainers, supervisors, or for those who are just curious about the product. This session will provide an update on the PremierOne RMS functionality that has been added to the product in the last year. It will also discuss the stability improvements and hybrid integration work that has been completed. Finally, it will provide some insight into the upcoming roadmap, allowing for an opportunity for customer feedback.

Expertise level: Any

Innovation & New Functionality: What's New: VehicleManager - License Plate Recognition

Products: To be confirmed

Presenters: Tammy Jorgensen

Join us as we review the enhancements made to VehicleManager over the past year and discuss the upcoming roadmap.

Expertise level: To be confirmed

Innovation & New Functionality: What's New: VESTA 9-1-1

Products: To be confirmed

Presenters: Jeff Freeland, Kim Siepert, Ron Wilson, Pascal Maheu

Join us as we review the new integrated cloud services bundle, Assist for 9-1-1, and how VESTA 9-1-1 is now a subscription offer and the benefits for you and your agency.

Expertise level: To be confirmed

Innovation & New Functionality: What's New: VESTA NXT

Products: To be confirmed

Presenters: Michel Moubarak

Learn about VESTA NXT, the new cloud call handling service, the next generation of VESTA 9-1-1. Come with all of your questions.

Expertise level: To be confirmed

Innovation & New Functionality: What's New: VideoManager ELC (formerly Evidence Library)

Products: VideoManager EL (formerly Evidence Library)

Presenters: Jolynn Martin, Inna Innes

Come learn all about the exciting enhancements that were made to VideoManager EL (formerly known as Evidence Library) in 2024, and take a look at where we're taking the product in the near future.

Expertise level: Any

Investigations

Investigations: Callyo in Action: Technology for Successful Crisis Negotiations

Products: Callyo, All Products

Presenters: David Redus

Time is critical in crisis situations. Join us for a hands-on session using Callyo Investigative Solutions applications. You'll participate in a simulated crisis negotiation, communicating with individuals in distress and monitoring the negotiation remotely. We'll cover all phases of an operation using the latest Callyo investigative tools in a live, interactive scenario.

Expertise level: Any

Investigations: Enhancing Social Media Investigations with Responsible LPR & Image Comparison Technology

Products: VehicleManager, ComparisonManager Pro

Presenters: Sam Palmer

As user profiles, deceptive software, and face filters increase, online investigations have become more challenging. This course offers practical tips and strategies to help investigators uncover valuable online information. Learn to use tools like VehicleManager, ComparisonManager Pro, and Open Source Intelligence (OSINT) to locate, analyze, and document critical data. Additionally, discover how ChatGPT can enhance investigations by providing quick insights and streamlining research processes.

Expertise level: Intermediate

Investigations: First Contact to Case Closure with Virtual Phone Lines

Products: Callyo, All Products, 10-21 Police Phone

Presenters: David Redus

This session will explore the benefits of virtual phone lines in law enforcement investigations, showcasing how they protect officer privacy while streamlining communications and evidence collection from initial contact to case closure. We'll demonstrate how integrating Motorola Solutions' 10-21 Police Phone and Callyo Investigative apps creates a unified platform for comprehensive evidence management.

Expertise level: Any

Investigations: Solution Overview: Callyo Investigative Solutions

Products: All Products

Presenters: Hike Maissian

Callyo equips investigators with secure mobile apps for covert and overt operations. Join us for a demo of each solution including Virtual Investigation Phones (VIP) for secure call and text recordings; Mobile Body Bug, transforming phones into a bodywire that can transmit audio and GPS location; and Active, our flagship live streaming and recording platform with location tracking. See firsthand how these tools enhance safety, situational awareness and evidence gathering.

Expertise level: Any

Jail

Jail: Extend Jail Functionality through Events and the Booking Process

Products: Flex, PremierOne

Presenters: Bobby Steed

In this class, we will explain how to take advantage of Flex Jail's robust Events and Booking functionality. Come see how to utilize these features to further extend your resources and benefit your agency overall. We'll show you how to organize your team's day-to-day operations with an easy-to-create and read format of the day's events, saving time and energy for everyone involved. We hope you'll join us!

Expertise level: Beginner

Jail: Flex Games for Jail

Products: Flex, PremierOne

Presenters: Kevin Slater

Hosted once again by your favorite legendary beard, Flex Jail Feud brings together users from across the country to showcase their knowledge, wit, and comedic timing! Just like the classic game show, each round features two rival teams as they battle it out in a quest for dominance and prizes. Plus a new twist this year: The winning team will move onto the first-ever Flex Super Bowl to compete against CAD, Mobile and Records teams for a shot at the Flex Super Bowl title!

Expertise level: Any

Jail: Generating and Exporting Jail Reports

Products: Flex, PremierOne

Presenters: Bobby Steed

Did you know that there are hundreds of pre-loaded reports living inside Flex Jail? Do you currently spend your time keeping and maintaining multiple spreadsheets? This class will show you how to unlock the data you already have at your fingertips and put it into a format that makes sense for your agency. We will show you how to create reports and generate them into media that you can use. We will also cover how to make those reports printable or able to be sent by email.

Expertise level: Any

Jail: HANDS-ON LAB: Jail Setup and Cache Clearing

Products: Flex, PremierOne

Presenters: Kurk Anderson, Kevin Charlton

This class is for any level of jail administrator. This lab is to assist in learning jail setup and troubleshooting. The instructor will provide topics to briefly cover, including topics such as partitions, workflow, assessments and medical screening, updating code tables, jail settings, and how to reset jail cache. A large portion of this class will be set aside for participants' questions.

Expertise level: Any

Jail: Jail Settings Overview

Products: Flex, PremierOne

Presenters: Chris Atencio

This class will focus on how to change or update jail settings. During this class, attendees will see how to change and/or update jail settings through the adminutil. This is a class intended for someone who has access to adminutil and the ability to make changes. This class will discuss some but not all of the jail settings contained within the Adminutil.

Expertise level: Intermediate

Jail: Making Flex Jail Work for Your Agency

[Hear from your peers](#)

Products: Flex, PremierOne

Presenters: Carrie Breen

Are you working for Flex Jail or is Flex Jail working for you? Have you customized your inmate lists to maximize the information? What about those canned jail reports - are you utilizing them in your operation? Are you using the new Flex Scanner? And templates, you say? Let's make sure they are built to maximize your workflows. Code tables, file attachments and more - let's all learn about them together in this session.

Expertise level: Any

Jail: Managing Jail Code Tables

Products: Flex, PremierOne

Presenters: Bill Barber, Kurk Anderson

When your Flex Jail deployed, your agency created many code tables to fit the needs of your jail at the time. Over time, you may need to change or update the code tables. During this class we will discuss the methods to edit, add, or remove data from code tables. We will also discuss the ability to repurpose code tables in order to collect agency-specific data. This class is an advanced course because administrative privileges are required to perform these tasks.

Expertise level: Advanced

Jail: Optimizing Inmate Movement With Rounds, Cell Checks, & Movements

Products: Flex, PremierOne

Presenters: Kevin Slater

This class will demonstrate how to utilize inmate movement by showing the functions of the Movement and Housing Screens as well as using the Flex Jail application on a scanning device. We will demonstrate how to use the memor scanner to complete cell checks, rounds, and movements. This will help optimize your officers' time while keeping logs, records, and reports up to date.

Expertise level: Any

Jail: Setting Up Jail Workflows

Products: Flex, PremierOne

Presenters: John Hurley

This class will discuss how to set up the Jail Workflow and how to build or modify assessments. The workflow management feature allows the agency to track the status of records from initial creation to final approval status. Since adding assessments or changing previous questions on older assessments can be necessary, we'll also cover how to build and maintain assessments. Prior knowledge of the Jail module and accessing apparams and adminutil is recommended.

Expertise level: Intermediate

License Plate Recognition

License Plate Recognition: Criminal Interdiction with VehicleManager

Products: VehicleManager

Presenters: David Rivera, Lane Thompson

Discover the capabilities of our advanced LPR tools and gain the skills to identify vehicles engaged in criminal activities on your local roads and major interstates. Whether it's detecting narcotics trafficking or combating human trafficking, our tools will empower your agency to take a proactive stance on interdiction.

Expertise level: Beginner

License Plate Recognition: HANDS-ON LAB: Using VehicleManager as a Lead Generator

Products: VehicleManager

Presenters: Joseph Menoni, Lee Yonemura, Chris Pittman, Kennethy Franklin

In this lab, you'll get hands-on experience working step-by-step on how to effectively use VehicleManager, with its patented, powerful vehicle location analytics, as a lead generator. Practice tricks of the trade, discover hidden features and master advanced techniques to maximize the potential of this tool. Attendees should have some prior experience with VehicleManager.

Expertise level: Intermediate

License Plate Recognition: Leveraging Community LPR Systems with Motorola Solutions & Avigilon Unity Technology

Products: VehicleManager

Presenters: Kyle Hoertsch

Harnessing the power of community LPR systems, including the advanced capabilities of Avigilon Unity LPR, empowers neighborhoods to take an active role in public safety. Integrating LPR technology enables businesses and residents to share crucial vehicle data with law enforcement, boosting investigative efficiency and crime prevention. This scalable solution fosters proactive community engagement, addressing both minor and serious crimes, and driving safer, more connected neighborhoods.

Expertise level: Any

License Plate Recognition: LPR Camera Deployment Tips & Tricks

Products: VehicleManager

Presenters: Kyle Hoertsch, Jonathan Blair

Select the correct license plate recognition (LPR) solutions for your deployment. Learn best practices, tips, and do's and don'ts for hardware installation, camera placement, power sources, site surveys, and design to help you be successful. We will also cover Motorola's new health monitoring capabilities for LPR cameras. Led by experienced professionals, this course offers practical insights for deploying Motorola's fixed, mobile, solar, and trailer LPR solutions effectively.

Expertise level: Intermediate

License Plate Recognition: LPR for Every Agency: Best Practices, Policy, & Creating a Strong Program

Products: VehicleManager

Presenters: Lane Thompson, William Poe

LPR technology has transformed law enforcement by enhancing public safety and solving crimes. We will cover practices, policy implementation, and creating a robust LPR program. Learn how LPR works, its capabilities, limitations, and the importance of comprehensive policies, including data retention, privacy, and legal considerations. Explore best practices for implementation, data management, system integration, training, and maintenance to optimize your LPR program and increase public trust.

Expertise level: Beginner

License Plate Recognition: LPR Integrations: Connecting Into the Ecosystem

Products: VehicleManager

Presenters: Jared Baker, William Poe

License plate recognition (LPR) technology plays a critical part in Motorola Solutions' broader public safety ecosystem. The data collected from LPR cameras helps provide real-time intelligence and aids in post-incident investigation. This class will cover integrations - connection points that tie VehicleManager, the back-end LPR software, together with other solutions such as CommandCentral Aware, CAD, and Unity Video.

Expertise level: Any

License Plate Recognition: Solving Real-Life-Cases Using LPR with a Former Detective

Products: VehicleManager

Presenters: Lee Yonemura, William Poe

Explore the features and techniques of VehicleManager from the perspective of a former detective. Get in-depth training on three powerful tools: plate search, analyze plate, and multi-locations search. Learn how to effectively use the system in scenarios involving partial license plates, situations where no license plate information is available but a location is known, and how to conduct virtual stakeouts and site visits. Harness the power of data to optimize your use of VehicleManager.

Expertise level: Any

Next-Gen Call Routing

Next-Gen Call Routing: Call Routing Industry Update and the Impacts to Your PSAP

Products: Next-Gen Call Routing

Presenters: Sam Bard

The FCC recently released several Report and Orders that impact PSAPs' call routing operations, including location-based routing and the responsibilities and deadlines for OSPs (Originating Service Providers). Clear the fog on what these orders actually mean for your agency's day-to-day operations. Leave with a better understanding of the Next Gen call routing landscape and the impact from these historic changes in 9-1-1 regulation.

Expertise level: Any

Next-Gen Call Routing: Customer Roundtable: What PSAPs Say about Their Next Gen Call Routing Deployments

[Hear from your peers](#)

Products: Next-Gen Call Routing

Presenters: Sam Bard

Although Tenea Reddick, City of Baltimore, and Bob Finney, Collier County, operate in very different environments, they are served by the same call routing service that addresses their unique operational needs. Hear how Next Gen call routing is meeting their needs and improving efficiencies. Walk away with a new appreciation of the practical application and benefits of Next Gen call routing, whatever your operational environment.

Expertise level: Any

Next-Gen Call Routing: Customer Use Case: Statewide Call Routing Deployment: Balancing the Needs

[Hear from your peers](#)

Products: Next-Gen Call Routing

Presenters: Sam Bard, Jeff Gillan

What is the coordination required between the multiple stakeholders to deliver a successful statewide call routing service? What balance must be achieved between the state's needs and the needs of the individual PSAPs to avoid compromising day-to-day operations and workflows? Hear from two states as they share best practices in deploying a statewide call routing service.

Expertise level: Any

Next-Gen Call Routing: PSAP-to-PSAP communications in Next Gen - Three Points to Consider

[Hear from your peers](#)

Products: Next-Gen Call Routing

Presenters: Ira Pyles

The communications exchange between PSAPs, like conferencing and call transfers, is not new, but with Next Gen it changes dramatically. How do you ensure you and your neighbors benefit from the new forms of data exchange, like location and incident data. Hear from colleagues and Motorola Solutions on the three points to consider to ensure rich PSAP-to-PSAP communications exchange.

Expertise level: Any

Open Labs

Open Labs: Open Labs

Products: To be confirmed

Presenters: To be confirmed

Abstract: Coming soon

Expertise level: To be confirmed

Records

Records: Advanced PremierOne Records Admin

[Hear from your peers](#)

Products: PremierOne

Presenters: Sarah Rieman, Catherine Hill, Russ Leonard (Irvine PD)

PremierOne Administrators are invaluable to ensuring each Agency is taking full advantage of all that the PremierOne Records application has to offer. In this session we dig deeper into configuration items (Workflow, ACT, etc.) and review some example in-depth requests to ensure best practices are being followed to make your life as a PremierOne Administrator a breeze. Attendees may even learn some new capabilities that perhaps you aren't taking advantage of yet and some tips on how to implement them to your Agency. This session is oriented towards users who have a current high level understanding of the PremierOne Records application, what environments your Agency has available to them, as well as intermediate to expert level of experience with Advanced Configuration Tool (ACT).

Expertise level: Advanced

Records: Advanced Searching Techniques in Flex Records

Products: Flex

Presenters: Chris Atencio

Having trouble searching for records in Flex? Do you want to search for multiple records and have them tied into one list of results? Does your search have too many results? What about searching multiple records in multiple tables? Flex Advanced Searching can help answer your questions. If this sounds like you then join me as we look into Advanced Searching Techniques and helpful tips for searching records.

Expertise level: Advanced

Records: Development and Management of PremierOne Records Workflow

Products: PremierOne

Presenters: Emily France, Kristen Grega

Welcome to our class on enhancing your workflow configurations! In this session, we will dive into a variety of options to help you optimize your workflows. We will cover best practices for developing workflows and creating effective workflows that benefit your agency! Elevating workflows can help increase efficiency and productivity, join us to learn more!

Expertise level: To be confirmed

Records: Flex Games for Records

Products: Flex

Presenters: Randy Hammontree

Fans of all ages, come test your knowledge of what you have learned while at Summit and compete in the Flex Records Game Show! Here, you will team up and compete head to head for bragging rights and possible prizes for the right answers. This will be loads of fun and a great way to prove your knowledge.

Expertise level: Any

Records: Getting Started as New PremierOne Records Admin

Products: PremierOne

Presenters: Joshua Whiting, Dani Hernandez

This training class highlights the critical role PremierOne Records Administrators play in ensuring agency operations remain efficient and effective. Participants will gain a deep understanding of the key configurations required to maintain and optimize the Records application, enabling seamless functionality for all users. The course is specifically designed to equip administrators with the knowledge and skills needed to manage periodic updates and ensure data reliability. Join us to enhance your expertise and contribute to the success of your agency's record management!

Expertise level: Beginner

Records: HANDS-ON LAB: Deep Dive Into PremierOne Advanced Configuration Tool and New Capabilities

Products: PremierOne

Presenters: Sarah Rieman, Catherine Hill

We are pleased to invite you to a Deep Dive session on PremierOne's Advanced Configuration Tool (ACT). This workshop is ideally suited for intermediate and advanced system users who wish to deepen their understanding of ACT, and it promises to be a valuable opportunity for agencies aiming to optimize their Records Management System to meet their specific requirements. You will learn about the tool's components and the related terminology, along with some new features. We have included a hands-on lab, allowing you to explore ACT's powerful capabilities. Join us for this wonderful opportunity to boost your agency's efficiency and effectiveness!

Expertise level: Intermediate

Records: HANDS-ON LAB: Journey through PremierOne RMS - An Instructor-Led Lab

Products: PremierOne

Presenters: Sarah Rieman, Catherine Hill

Whether you are an experienced user or simply interested in learning more, we have something special in store for you! If you love learning through hands-on experiences, come join us for an engaging lecture and lab session. We will start with a Call for Service and then dive into the exciting task of solving a high-priority crime by making an arrest! You will have the chance to explore some new features and functionalities of the system while using PremierOne RMS in a practical, real-world setting. It promises to be a fun and interactive session that everyone can enjoy, regardless of your expertise level!

Expertise level: Any

Records: Live Demo of PremierOne Records Management System

Products: PremierOne

Presenters: Joshua Whiting, Angela Lopez Martinez

In this session, we will demonstrate how to maximize the benefits of PremierOne Records. We will review its current usage in our active deployments and share key lessons learned from our current user. If you're interested in understanding how PremierOne Records can benefit your agency, we invite you to join us. We're excited to share our insights and showcase the value this system can bring to your agency. This class will demonstrate how to make the most of PremierOne Records.

Expertise level: Beginner

Records: Managing Sensitive Data in Flex Records

Products: Flex

Presenters: Deb Kolosh

This session will take you one step further into Flex Records management with a review of hot topics. Join us to learn redaction techniques for narratives while saving the integrity of original reports and how to add warnings to sensitive records using the miscellaneous involvement table. We'll also cover the new Incident Summary narrative and how to flag records using a name alert, critical notice, and the geobase address maintenance table.

Expertise level: Intermediate

Records: One Year Later... The New Flex Records UI in Action

Products: Flex

Presenters: Andrew Calvo

One year ago, at Summit 2024, we proudly unveiled the new Flex Records UI. Over the past year, we have collaborated closely with designers and customers, gathering feedback and implementing the changes and features that our users requested. Today, we are thrilled to showcase the progress we have made. And rest assured, the re-design of Flex is far from over.
Expertise level: Any

Records: Reporting Dashboards in Flex

Products: Flex

Presenters: Andrew Calvo

How often does your Chief request basic statistics or month-over-month crime stats? Until now, accessing this data required expertise in Crystal Reports, ArcMap, or purchasing costly third-party software. Come learn about our new Flex Reporting Dashboards service, which empowers anyone to easily modify and view up-to-date dashboards. These dashboards include data on incidents, citations, warnings, arrests, and crashes, making data access straightforward and efficient for all users.
Expertise level: Any

Records: Setting Up the New Multi-Agency Search in Flex

Products: Flex

Presenters: Nick Dziewa, Mike Vicchilli

The Multi-Agency Search cloud product replaces the on-prem Flex Insight Broker, enabling agencies to search participating Flex agencies nationwide. As a cloud service, its setup and configuration differ from regular Flex module configurations. This class will cover setting permissions in the cloud, selecting agencies that can access your data and what data they can access, and reviewing differences in cloud vs. on-prem setups.
Expertise level: Any

Records: Tips & Tricks to Train your Organization on IBR for PremierOne

[Hear from your peers](#)

Products: PremierOne

Presenters: Rebecca Woolsey (Irvine PD), Joshua Whiting

This session offers insights into training teams on Incident-Based Reporting (IBR). It highlights the importance of tailored training to enhance organizational preparedness and response to IBR requirements. Participants will learn to identify target audiences, customize training by role, and address challenges using real-world examples. Whether you are new to IBR reporting or seeking to refine existing process, this session will provide actionable strategies to improve IBR practices.

Expertise level: Any

Records: Using CommandCentral Evidence to Improve Workflows in Flex Records

Products: Flex, CommandCentral Evidence

Presenters: Bernie Meade, Randy Hammontree

Join us as we demonstrate how incident records are moved from Flex Records to CommandCentral Evidence. We will also explore how to use the Judicial Sharing feature in CommandCentral Evidence to share evidence and case information securely with judicial partners such as prosecutors or other agencies.

Expertise level: Any

Records: Using Demographic Summary in Flex

Products: Flex

Presenters: Deb Kolosh

Demographic information regarding individuals involved in a Traffic Stop continue to be studied. Optimize your agency's ability to add and extract the necessary information in a timely manner. Demographic Summary records can be input by dispatch, officers and records personnel utilizing the Flex Demographic table, Citation table, CAD, and Mobile. We hope you'll join us to learn more.

Expertise level: Any

Records: Working With Your SAA to Control and Seal Your Flex Records

Products: Flex

Presenters: David Abbott

Ready to become the gatekeeper of your records in Flex? This class will teach you how to seal your records tighter than a vault and control who gets a peek—because not everyone deserves a backstage pass. Designed for experienced SAAs and Records Managers, this course will dive deep into the art of managing agency and non-agency partitions. We'll also touch on the exciting new expungement tool because, sometimes, the best record is no record at all.

Expertise level: Intermediate

Reporting

Reporting: An Introduction to PremierOne SSRS & IDD for PremierOne CAD and RMS

Products: PremierOne

Presenters: Hope Grubb, Chase Norris

This session will provide an overview of SSRS and IDD Reporting for PremierOne Records, CAD, and Flex Jail. SQL Server Reporting Services is a part of the SQL server deployment. Through this tool and Microsoft's Report Builder agencies can easily run, manage or create their own operational reports and/or dashboards. SSRS is standard for PremierOne CAD and Records and can be used with Flex Jail when it is part of a PremierOne deployment with IDD as an optional extension. This class is designed to inform any and all individuals about reporting for PremierOne at a high-level.

Expertise level: Beginner

Reporting: HANDS-ON LAB: Advanced Queries for PremierOne

Products: PremierOne

Presenters: John Randazzo, Hope Grubb

Abstract: Coming soon

Expertise level: Advanced

Reporting: HANDS-ON LAB: Advanced Reporting Concepts for PremierOne

Products: PremierOne

Presenters: Chris Shotwell, Jeremy Farrell

This Hands On Lab will share some lessons learned on SSRS Expressions to help format data, show/hide (swap) report elements, and to also to create custom links to other reports based on a defined element such as agency name, and report type. These helpful hints can be used for reporting with Records or CAD. A pdf file with step-by-step instructions will be available after the session. This class is recommended for Report Writers who have completed the SSRS class for either PremierOne Records or PremierOne CAD. After this class the customer will be familiar with using Advanced Expressions with Conditional Drill Thru Reports, Linked Reports and Using Folder Name as Parameters. The customer will also be familiar with creating views (when permitted) and writing reports against the Reporting Server.

Expertise level: Advanced

Reporting: HANDS-ON LAB: Crystal Reports Refresher for Flex

Products: Flex

Presenters: Doug Ashmore

The objective of the Crystal Reports Refresher course is to review with students the features and functions of the software and how it interacts with Flex. The content is designed to combine in one class the fundamentals of the Basic and Advanced Crystal Reports classes that have been given at past conferences. The target audience for this class are those who have Crystal Reports software currently, but need some helpful reminders on some of the concepts. Expertise level: Intermediate

Reporting: HANDS-ON LAB: Data-Driven Subscriptions for PremierOne

Products: PremierOne

Presenters: John Randazzo, Hope Grubb

This hands-on lab will demonstrate the creation and use of data-driven subscriptions in SQL Enterprise for SQL Server Reporting Services with PremierOne. Data-driven subscriptions are a powerful function of SSRS and can be used to send reports via email or file share triggered by a change in data. Data-driven subscriptions are only available with a SQL Server Enterprise license. Step-by-step instructions will be provided during the lab and a pdf document of what is covered will be available. Expertise level: Advanced

Reporting: HANDS-ON LAB: Introduction to SQL for PremierOne Reporting

Products: PremierOne

Presenters: Hope Grubb, John Randazzo

This Hands On Lab will teach the fundamental of SSMS (SQL Server Managment Studio) and basic SQL (Structured Query Language) that can be used to query the relational reporting databases as well as be used to build out more complex reports in SSRS. This class is for individuals with little to no SQL experience that want to learn the basics of SSMS (SQL Server Management Studio) and querying relational databases. Expertise level: Beginner

Reporting: HANDS-ON LAB: Report Builder Expressions for PremierOne

Products: PremierOne

Presenters: Hope Grubb, Chase Norris

This session will provide an advanced look into the use of expressions in Report Builder.

Expressions are used to control the content (data) and the appearance of a report. Expressions can be applied to numerous objects within a report- date/time fields, numeric and varchar data, fonts, report titles, etc. This class is for individuals that have some level of reporting experience that want to learn more about the interesting things that can be done in SSRS using expressions.

Expertise level: Advanced

Reporting: IDD Dashboard Design Concepts for PremierOne

Products: PremierOne

Presenters: Jeremy Farrell

Have you been tasked with the creation of a dashboard for your agency, and you are not sure where to start? Unsure how to combine the data from more than one reporting database into a single dashboard with common parameters? This class addresses these questions and more! Join us as we discuss the best practices for designing Dashboards for use with PremierOne Records and/or CAD. This session will also discuss the use of writing SQL queries to combine data from current and legacy databases, as well as examples of modular dashboard design.

Expertise level: Advanced

Response

Response: CommandCentral Responder and PremierOne: Field-based RMS and CAD

Products: CommandCentral Responder, PremierOne

Presenters: Ryan Seick, Danah Palmer, DeeDee Wilson

Empower officers in the field with CommandCentral Responder. This mobile app extends your PremierOne RMS and CAD to mobile devices, providing officers with real-time information and the ability to complete critical workflows on the go – from incident updates to field interviews to citation printing. We'll demo its integration with PremierOne and highlight the Apple CarPlay feature, designed for efficient in-vehicle use. Join us to learn how Responder can transform your field operations.

Expertise level: Any

Response: Designing a Flex Workflow Optimized for Your Department

Products: Flex

Presenters: Dan Adams, Jay Liggins

Are you a new agency utilizing Flex and need to set up Workflow? Are you an existing agency that is looking to customize your workflow for your department and allow for optimal usage? Join us as we cover all things Workflow and how your agency can tailor it for the best experience. From set up to implementation, we will cover all of the required steps to allow the workflow process implementation to flow smoothly for your agency. We'll even cover a "thing or two" new!

Expertise level: Intermediate

Response: Enhancing Field Operations: Flex and CommandCentral Responder Integration Update

Products: CommandCentral Responder, Flex

Presenters: Ryan Seick, Andrew Calvo

You've been hearing about CommandCentral Responder for a while – so what does the integration with Flex look like today? This session provides a practical update on Responder's current capabilities for enhancing your field operations as a companion to Flex Touch. We'll demo mobile access to RMS Search and CAD functions, including Apple CarPlay integration, and discuss planned future enhancements for Flex users.

Expertise level: Any

Response: Flex Games for Mobile

Products: Flex

Presenters: Tammy Shiers

Join us for an exciting, interactive game where you can test your knowledge of Flex Mobile – and you might even win a prize! This year, we're introducing something new: the winner will advance to the next round and face off in the first ever Flex Superbowl! Wondering what the Flex Superbowl is? It's your chance to compete against the winners of Flex CAD, Jail, and Records for even bigger prizes. Ready to take on the challenge? Let's go!

Expertise level: Any

Response: Getting the Most Out of Your Flex Mobile Forms

Products: Flex

Presenters: Kevin Slater

In this session, we will discuss Flex Mobile Forms (or field reports) and how they can streamline workflows and improve accuracy and efficiency. We will cover how to set up code tables to be used in areas such as the Demographics feature. We will also learn how to optimize the Field Interview screen. We recommend that attendees have a working knowledge of Mobile Forms as well as some administrative knowledge with Mobile Field Manager and building Code Tables.

Expertise level: Intermediate

Response: HANDS-ON LAB: IBR Validation for Officers in Flex Mobile

Products: Flex

Presenters: Kelci Bryan

This presentation and hands-on lab will demonstrate to the daily user what is required for IBR validation in mobile forms. After this class, you will be able to effectively complete and save your report, meeting the necessary IBR validation requirements and easing the monthly submission report process overall.

Expertise level: Beginner

Response: HANDS-ON LAB: PremierOne iOS/Android Provisioning and Setup

Products: PremierOne

Presenters: Chris Collins, Jason Rusch

Join us for a look at PremierOne in the palm of your hand in our PremierOne iOS/Android Provisioning and Set-Up Lab. This session will walk you through every step of the process, from downloading the app, to provisioning and setup, and finally connecting to your PremierOne system. Learn how you can make the most out of mobile iOS and Android with hands-on demonstrations as a responder in the field and the interaction with PremierOne.

Expertise level: Intermediate

Response: HANDS-ON LAB: PremierOne Mobile Provisioning

Products: PremierOne

Presenters: Chris Collins, Shaun O'Neill, Ronald Wolbert, Stephanie Blevins, James Cummings

Embark on a hands-on learning experience with our PremierOne Mobile Provisioning lab. This specialized session provides participants with practical insights into the provisioning aspects of PremierOne Mobile for Police and Fire agency use. Guided by expert instructors, explore the intricacies of setting up and optimizing PremierOne Mobile to maximize its potential. Enhance your provisioning skills in a dynamic and interactive environment, gaining valuable expertise in leveraging PremierOne Mobile effectively.

Expertise level: Beginner

Response: Solution Overview: 10-21 Police Phone

Products: 10-21 Police Phone, All Products

Presenters: Jackson Neff

Explore the full capabilities of one of law enforcement's most popular mobile apps: 10-21 Police Phone. 10-21 is designed to combat issues that arise when reaching out to citizens, such as revealing the officer's phone number or being ignored if calling with a blocked number. We'll cover the free features available to all law enforcement professionals and explore the complete 10-21 solution which includes advanced features now available via agency accounts. Join us to learn how this powerfully simple tool can improve your agency's community connection.

Expertise level: Any

Response: Solution overview: CommandCentral Responder

Products: CommandCentral Responder, CommandCentral Aware, CommandCentral Evidence, PremierOne

Presenters: Ryan Seick

CommandCentral Responder, the mobile companion app for Motorola Solutions command center technology, provides critical information and on-the-go resources directly to officers' mobile devices on the way to and at the scene of an incident. Integrate mobile dispatch with Apple CarPlay, evidence capture, reporting and citation functions directly into field-based workflows – from initial response to printing a citation. Join us to see firsthand how Responder seamlessly integrates with your existing technology.

Expertise level: Any

Response: The Flex Mobile Tips and Tricks Your Officers Need to Know

[Hear from your peers](#)

Products: Flex

Presenters: Sgt. Mike Schutz (Portage PD, WI)

This class is for Flex Mobile end users and is tailored toward road officers/deputies. During this class, attendees will learn about shortcuts and better program configuration to save time and be more independent from their MDT while working. A few items that will be discussed are how to create hyperlinks in tools, adding/removing/changing appearance of the toolbar items, toolbar space conservation, effective use of the radio log, and updating unit status.

Expertise level: Any

System Administration & IT

System Administration & IT: Advanced Partitioning for Flex

Products: Flex

Presenters: Bryan Hawkins

Want to learn all there is to know about partitioning? This class will cover everything you need to know about Agency and Non-Agency partitioning. We will also cover how to use multiple fields on a table to change the agency partition without having to use Non-Agency partitioning. There will be a slide presentation and a live demo on how to create the partitions.

Expertise level: Advanced

System Administration & IT: An SAA Review for Flex Users

Products: Flex

Presenters: Jay Liggins

You've been rocking it as a Flex SAA, but sometimes it's good to catch up on a thing or two. Join us as we dive into the role of an SAA and travel through the "ins and outs" of a rock star admin. We'll highlight some key information to know for brand new SAAs, from basic principles to proven tips and tricks. This class will help you better understand your role and how to be more effective by keeping up with maintenance and system backups.

Expertise level: Intermediate

System Administration & IT: Diving Into Your New Flex SAA Role

Products: Flex

Presenters: Jay Liggins

"They made me our Flex administrator. Now what?" Join us as we will discuss some of the best practices to help you navigate your new role. We will be discussing user management, application and system parameters, Adminutil settings, various logs and Flex webapps to help leverage your system. Following our time together, put your new knowledge to the test by attending the "sister" Hands-On Lab, "A Guided Tour of Flex Administration"!

Expertise level: Intermediate

System Administration & IT: Exploring the Possibilities of Custom Flex Mobile Field Reports

Products: Flex

Presenters: Bill Barber

Are there Flex fields your agency would like to repurpose, hide, or make required? Come see how to customize Mobile Field Reports, Mobile Names, Mobile Vehicle, Mobile Property, and the Flex Jail screens using Field Manager. We will talk about customizing at the world and agency levels so if you are on a shared server, you can customize fields specifically for your agency. This class is an advanced course because administrative privileges are required to do this.

Expertise level: Intermediate

System Administration & IT: Flex Circle: A Customer-Led Tips Exchange

[Hear from your peers](#)

Products: Flex

Presenters: Tammy Shiers, Elisabeth Schutz, Tammy Patterson (Wenatchee PD), Sgt. Don Fulcher (Kootenai County SO)

Abstract: Coming soon

Expertise level: Any

System Administration & IT: Flex Rapid Notification Setup and Pre-Alert

Products: Flex

Presenters: Mike Vicchrilli, Matt Grady

Abstract: Coming soon

Expertise level: Intermediate

System Administration & IT: HANDS-ON LAB: A Guided Tour of Flex Administration

Products: Flex

Presenters: Dan Adams

Have you recently been appointed your agency's Flex administrator? Have you been an administrator for years, but are looking for some tips and tricks to better help you manage your system? In this hands-on lab, we'll take a look at the finer points of system administration, including user management, privileges, partitioning, webapps and more! Attendees should have some prior experience with Flex administration.

Expertise level: Advanced

System Administration & IT: HANDS-ON LAB: Flex Provisioning

Products: Flex

Presenters: David Abbott, Chris Atencio

Join Chris and David for an engaging, hands-on session exploring Flex Provisioning! This lab is designed for Flex System Administrators and will dive into key topics such as the apparams vs settings, and how to properly set up a user within the Flex system. Throughout the session, we'll also have time for Q&A, so come with your questions. Whether you're troubleshooting or simply looking to improve your skills, we're here to help—if you broke it, we'll fix it!

Expertise level: Any

System Administration & IT: How to Set Up SSL for a Secure Client Connection

Products: Flex

Presenters: Cody Irby

Abstract: Coming soon

Expertise level: Any

System Administration & IT: How to Set Up the Newest Features in Flex CAD, Mobile, and Records

Products: Flex

Presenters: Kurk Anderson, Mark Cantrell

This class will look at all the new features added to Flex since Summit 2024. We will cover how the new features work and how to set them up. This class is for anyone who wants to know what's new with Flex CAD, Records and Mobile. Come learn from Kurk and Mark!

Expertise level: Intermediate

System Administration & IT: Managing Your Infrastructure with Solutions II

Products: Flex

Presenters: Solutions II

This presentation offers an overview of the latest hardware and software trends in the Flex market. We will highlight optimal configurations and business continuity best practices to ensure your Flex infrastructure remains reliable and resilient. Our managed services provide an added layer of protection, enhancing performance and extending the lifespan of your infrastructure. Come get actionable insights to optimize your Flex system and safeguard operations for long-term success.

Expertise level: Any

System Administration & IT: Multi-Factor Authentication in PremierOne - High-level Overview

Products: PremierOne

Presenters: Brian Benson

Join us as we discuss the PremierOne Suite Advanced Authentication solution. This feature enables multi-factor authentication (MFA) for PremierOne applications using Keycloak. This session will be a general presentation about Advanced Authentication covering topics such as how application login will change, high-level requirements to implement, and general usage scenarios. This class is for anyone interested in learning the basics of multi-factor authentication.

Expertise level: Any

System Administration & IT: Overview of Accessing and Troubleshooting Flex Interfaces and Webapps

Products: Flex

Presenters: Nick Dziewa, Adam McCartney

In this advanced-level class, we will cover the use of Flex interfaces, methods for navigating and interacting with Flex interfaces and practical troubleshooting strategies to resolve common issues. Attendees will experience real-world troubleshooting scenarios. This will ensure you leave with the confidence and skills needed to manage and maintain Flex interfaces/webapps effectively.

Expertise level: Advanced

System Administration & IT: PremierOne System Performance - Top 10 things to know as a System Administrator

Products: PremierOne

Presenters: Lauren Lawlor, Aaron Denn

PremierOne relies on System Administrators, like you, to coordinate efficient operations and minimize service interruptions for your users. This course covers essential topics including server management, system monitoring, performance optimization, support services and more! Let us empower you with the requisite knowledge and tools to maintain a healthy, happy PremierOne environment. This course is designed for the new CAD or RMS system administrators to provide an introduction to the components which comprise the PremierOne system. Experienced administrators who are looking to refresh their understanding of system operations and best practices are also welcome!
Expertise level: Advanced

System Administration & IT: Preparing for Your Flex Server Replacement

Products: Flex

Presenters: Adam McCartney, Mike Vicchilli

Join us for Preparing for Your Flex Server Replacement where you'll learn from beginning to end what is required for a successful project. We will discuss new server preparation, migration schedule, and useful maintenance tips to assist your agency in preparing for the cut-over date. This class is especially useful for any level of Flex Administrator or IT professional.
Expertise level: Any

System Administration & IT: The Flex Games Super Bowl

Products: Flex

Presenters: Sydney Stephenson, Tammy Shiers, Randy Hammontree, Kevin Slater

The first ever Flex Super Bowl pits two elite teams against each other for a shot at the Flex Super Bowl Title! These aren't just any teams either; they are the reigning champions from the Flex CAD, Mobile, Jail and Records Games! They will battle it out with questions and challenges testing their Flex expertise, quick thinking, and teamwork skills. In addition to ultimate bragging rights, the winning team will take home some incredible prizes! So come watch and cheer!
Expertise level: Any

System Administration & IT: Top 5 Flex CAD Support Questions from the Past Year SOLVED

Products: Flex

Presenters: David Knoll-Korver

Are you interested in finding out what our support team deals with the most? Whether you are a newly appointed Flex Admin looking to prepare for the road ahead or a seasoned Flex SAA that wants to know what other users are encountering, this course is for you! We will hit on the normal troubleshooting process and how to resolve these common issues. Topics of focus included: System Privileges, Rapid Notification, ANI/ALI spill to CAD, syslog and log cleanup troubleshooting.

Expertise level: Any

System Administration & IT: Top 5 Flex Jail Support Questions from Flex Customers from the Past Year SOLVED

Products: Flex

Presenters: John Hurley

This course will give you insight into the most common topics we encounter in supporting Flex Jail users. Whether you are a newer Flex SAA looking to build a strong foundation or a seasoned SAA looking to remember something you might have forgotten over time, this course is for you! We will review various methods of troubleshooting these common Jail topics and gain insight into how Flex Jail works.

Expertise level: Any

System Administration & IT: Top 5 Flex Mobile Support Questions from the Past Year SOLVED

Products: Flex

Presenters: Richard Springsteen

This course will give you some insight into the most common topics that we encounter in Support for Flex Mobile users. Whether you are a newer SAA looking to build a strong foundation, or a seasoned SAA looking to remember something you might have forgotten over time, this course is for you! We will review various methods of troubleshooting these common Mobile topics, and we will also get some insight into how Mobile works.

Expertise level: Any

System Administration & IT: Top 5 Flex Records Support Questions from the Past Year SOLVED

Products: Flex

Presenters: Jason Gonzalez

Feel like you're always calling into support? Well, we've looked at the data and we're ready to help address the top five most common Flex Records issues! Join us for this class to arm yourself with the fixes for each one. We'll cover topics across the board, some with easy fixes and some with slightly more complicated steps. Jump start your troubleshooting process and join us for a great discussion.

Expertise level: Any

System Administration & IT: Translation Tables in Flex for IBR

Products: Flex

Presenters: Mark Cantrell

NIBRS errors got you down? It might be a problem with your translation tables! During this session, we will demonstrate how to set up these tables accurately in order to minimize reporting errors. We will go into each translation table and explain where your data is pulling from in Flex. When this class is complete, you will have the confidence and knowledge to go back to your agency and set up your translation tables to report and submit accurate IBR data.

Expertise level: Any

System Administration & IT: Unified ID and TOTP for Flex Users

Products: Flex

Presenters: Chad Esplin, Andrew Calvo

Last year, we introduced MFA using Time-Based One-Time Passwords for Flex. This year, we're enhancing security further by integrating with Motorola Solutions' Unified Identity, allowing users to access Flex, CommandCentral, and all Motorola services with a single email and password. Want to implement FIDO keys or USB dongles? Frustrated by separate sign-ins? Using Cisco Duo or Microsoft Entra ID? If yes, don't miss this class. Discover the power Unified Identity brings to your organization.

Expertise level: Any

System Administration & IT: Utilizing CommandCentral Admin

Products: CommandCentral Aware, CommandCentral CAD, CommandCentral Community, CommandCentral Evidence, CommandCentral Investigate, CommandCentral Responder

Presenters: Chad Esplin, Ameya Shastri Pothukuchi

Join us to gain the knowledge and skills necessary to optimize your CommandCentral environment and understand how Motorola is enabling single sign-on with Unified Identity. Learn how to effectively manage user access and security to ensure the right people have the right access. We'll also cover user provisioning from and federating logins to Microsoft Entra ID and Okta. Finally, we'll discuss critical updates to password policy to ensure compliance with CJIS regulations.

Expertise level: Any

System Administration & IT: What You Need to Know About the Flex DataExchange API

Products: Flex

Presenters: Jesus Quiroz

Thinking of granting a third party vendor access to your agency's data via DataExchange? Is the vendor you are working with already a part of the Motorola Partnership program? Learn the ins and outs of granting DataExchange access to new vendors, including an overview of the interface, best practices, and benefits of using the DataExchange API.

Expertise level: Intermediate

System Administration & IT: Working with Motorola's APIs: A Look at the Command Center Developer Program

Products: Flex, CommandCentral Aware, CommandCentral CAD, CommandCentral Community, CommandCentral Evidence, CommandCentral Investigate, CommandCentral Responder, Rave Mobile Safety, PremierOne, VESTA 9-1-1, VESTA NXT, VideoManager EL (formerly Evidence Library), 4RE In-Car Video System, M500 In-Car Video System, VehicleManager

Presenters: Peter Look

Motorola Solutions offers an end-to-end software suite for public safety workflows. Agencies may prefer or require another provider to implement integrations to other public safety software products. Motorola's Command Center Developer Program provides an ecosystem that enables application developers to gain access to APIs and technical services. Join this session to learn more about our program and APIs as well as how you support the developer community.

Expertise level: Any

END OF DOCUMENT

SUMMIT 2025

Classes

Summit 2025 offers more than 300+ unique training sessions and provides the opportunity for attendees to exchange ideas and build relationships with not only Motorola Solutions personnel, but public safety peers from across the nation as well. With 22 different tracks, each class is designed to bring value to every role within your agency and provide the knowledge and tools you need to get the most out of your technology, regardless of which solutions you use. By the end of the conference, we hope you are able to return to your agency feeling empowered to implement the tips and tricks you have learned and excited for the additional possibilities of Motorola Solution's end-to-end technology ecosystem. You can view a list of our currently planned sessions in our [Summit Class Sessions At-a-Glance](#).

Agenda at-a-glance

Monday, May 12, 2025

Early registration check-in (Center pre-function)

Tuesday, May 13, 2025

6:45 a.m. - 8:00 a.m.

Breakfast (Halls E, F)

8:30 a.m. - 10:00 a.m.

Opening general session (Texas Ballroom)

10:30 a.m. - 11:30 a.m.

Training sessions

11:30 a.m. - 12:30 p.m.

Lunch (Halls E, F)

12:45 p.m. - 1:45 p.m.

Training sessions

2:00 p.m. - 3:00 p.m.

Training sessions

3:15 p.m. - 4:15 p.m.

Training sessions

4:30 p.m. - 5:30 p.m.

Training sessions

5:30 p.m. - 6:30 p.m.

The Forum Happy Hour (Grapevine Ballroom)

Wednesday, May 14th, 2025

6:45 AM a.m. - 8:00 a.m.

Breakfast (Halls E, F)

8:00 a.m. - 9:00 a.m.

Focused forum time (Grapevine Ballroom)

9:15 a.m.- 10:15 a.m.

Training sessions

10:30 a.m. - 11:30 a.m.

Training sessions

11:30 a.m. - 12:30 p.m.

Lunch (Halls E, F)

12:45 p.m. - 1:45 p.m.

Training sessions

2:00 p.m. - 3:00 p.m.

Training sessions

3:15 p.m. - 4:15 p.m.

Training sessions

4:30 p.m. - 5:30 p.m.

Training sessions

Thursday, May 15th, 2025

6:45 AM a.m. - 8:00 a.m.

Breakfast (Halls E, F)

8:00 a.m. - 9:00 a.m.

Training sessions

9:15 a.m. - 10:15 a.m.

Training sessions

10:30 a.m. - 11:30 a.m.

Training sessions

11:30 a.m. - 12:30 a.m.

Lunch (Halls E, F)

12:45 p.m. - 1:45 p.m.

Training sessions

2:00 p.m. - 3:00 p.m.

Training sessions

3:15 p.m.- 4:15 p.m.

Training sessions

6:30 p.m. - 10:00 p.m.

Closing event (The Glass Cactus)



CITY COUNCIL AGENDA – MARCH 4, 2025

SUBJECT: Amendments to the Library Rules of Conduct

SOURCE: Parks and Leisure Services

COMMENT: To ensure the library's Rules of Conduct remain up to date and responsive to current needs, staff have proposed amendments following a periodic review and recent incidents inside and outside the library. These updates aim to help staff and the Police Department maintain a safe and welcoming environment for all Porterville City residents. While most of the Rules of Conduct remain the same, the proposed amendments focus on three areas of improvement that reflect library trends and best practices.

The first amendment, listed as #3, clarifies policies regarding service animals. Additional guidelines at the end of the document provide legal and regulatory details to prevent the misrepresentation of service animals, ensuring proper enforcement.

A new addition, Rule #24, addresses space limitations within the library, particularly in the temporary location. Libraries have limited capacity to accommodate patrons, staff, materials, computers, tables, chairs, programming, and aisle space. This addendum to the enumeration of the rules restricts excessive personal property that is unnecessary for conducting library business. Also, potential safety issues stemming from alternate transportation devices are addressed.

Additionally, an appeals process has been added for individuals contesting enforcement actions taken by staff for Rules of Conduct violations. Any person who has been denied access to the library or whose library privileges have been restricted or suspended for a period in excess of one week has the right to have the decision reviewed by the City's designated review committee. The appeals process is included in the Rules of Conduct to allow offenders the opportunity to have their incidents reviewed. On February 11, 2025, the Library and Literacy Commission reviewed the initial draft of the Rules of Conduct. The attached updated draft Rules of Conduct has been reviewed and updated by the City Attorney to conform with legal requirements.

RECOMMENDATION: That the City Council approve the amendments to the Library Rules of Conduct which are contingent upon final review from the City Attorney.

ATTACHMENTS: 1. Draft Library Rules of Conduct

Appropriated/Funded:

Review By:

Department Director:
Donnie Moore, Parks and Leisure Services Director

Final Approver: Jason Ridenour, Interim City Manager

City of Porterville Public Library: Rules of Conduct

Welcome to the City of Porterville Public Library. The City library is supported by the taxes of the people of this community who expect our facility to be a clean, comfortable, and a safe place for selecting materials, reading, researching, studying, writing, and/or attending programs and meetings. The City Library is responsible for establishing rules of conduct to protect the rights and safety of patrons, volunteers, and staff, and for preserving and protecting materials, equipment, facilities, and grounds owned/or leased by the City of Porterville.

We expect patrons to respect other patrons' use of our library facilities and its resources. As a courtesy to others, we ask that you place your cell phones on "vibrate" and take any phone calls outside.

For the comfort and safety of patrons, volunteers, and staff, and the protection of Library property, the following are considered unacceptable conduct that is not allowed on City Library properties:

1. Engaging in any activity in violation of Federal, State, local and other applicable law, or library policy.
2. Willfully damaging library materials, buildings, furnishing, equipment, or grounds.
3. Animals, other than trained guide dogs, signal dogs, or service dogs are not permitted inside the library. See guidelines below. (Cal. Civ. Code §54.1-54.2; CPC§365.5(b); Americans with Disabilities Act: and regulations promulgated under federal and state law.) Animals that are of a library program may be allowed in the library with the consent of library staff.
4. Engaging in noisy or boisterous activities that interfere with or are disruptive to other patrons' use of the library. (CPC§370; CPC§415)
5. Leaving children unattended anywhere on library premises if they cannot care for themselves or if such children interfere with or disrupt other patrons' use of the library.
6. Giving speeches or handing out printed materials in the library. However, such conduct may be allowed in the library public meeting room upon receiving permission from the appropriate City Official.
7. Soliciting money or engaging in commercial activity on library premises.
8. Smoking of tobacco products or vaping in the library or within 20 feet of the library facility.
9. Eating and drinking in the library except in designated areas.
10. Bathing inside or outside of the library facility.
11. Theft and/or vandalism to library property, or the personal property of library patrons or staff. (CPC§484, CPC§490.5, CPC§594)
12. Carrying firearms or other dangerous weapons of any kind on library premises.
13. Having unsanitary bodily hygiene which is so offensive to other patrons that it constitutes a nuisance in the library. (CPC§370)
14. Engaging in sexual conduct on library premises. (CPC§647)
15. Using or taking illegal drugs or alcoholic beverages or being under the influence of either. (CPC§647)
16. Engaging in conduct which threatens the safety of other patrons or library staff. (CPC§422, CPC§602.1, CPC§415)
17. Loud talking, abusive language, profanity, or non-verbal attention that is willful, malicious, or repeated harassment. (CPC§370, CPC§415)
18. Fighting, running, pushing, shoving, or throwing things. (CPC§415)
19. Graffiti and littering. (CPC§594, CPC§374.4)
20. Sleeping or lying on the floor or furniture or blocking aisles, exits or entrances.
21. Depositing bodily fluids on property, including library collections, equipment, and furnishings.
22. Entering barefoot, shirtless, or removing footwear or clothes while in the library.

23. Obstructing the front of the library and disturbing patrons entering/exiting the library, or delaying or lingering without a lawful purpose for being on the property and for the purpose of committing a crime as opportunity may be discovered.
24. Bringing containers, packages, briefcases, parcels, or bundles into the library which singly or collectively exceed 24"x14"x12" is prohibited. Monopolizing library space, furniture, electrical outlets, or equipment to the exclusion of other patrons or staff is prohibited. Bringing bicycles, shopping carts or other large wheeled conveyances inside the library building is prohibited. Wheelchairs, strollers, and mobility devices are only permitted if being used as transportation for, or as a mobility device for, an adult or child. Skates, skateboards, collapsible scooters, hover boards, and other similar devices must be carried while on library property. Bicycles should be stored in designated bicycle racks.

Guidelines for trained guide, signal and service dogs ("qualifying dogs"):

These guidelines conform to California Penal Code 365.7(a), California Health & Safety Code Section 121690, federal regulations under the Americans with Disabilities Act, and state regulations under the Unruh Civil Rights Act.

- Animals, other than trained guide, signal and service dogs assisting persons with disabilities, are not permitted inside Library facilities or within 10 feet of any door.
- Qualifying dogs entering the Library must be up-to-date on rabies vaccinations and you must be able to show proof of current rabies vaccination.
- The Library adheres to ADA requirements for guide, signal and service dogs:
 - A qualifying dog must be under control of its handler, and under the ADA, must be harnessed, leashed, or tethered, unless the individual's disability prevents using these devices or these devices interfere with the service animal's safe, effective performance of tasks. In that case, the individual must maintain control of the animal through voice, signal, or other effective controls.
- Qualifying dogs may not block aisles or walkways, be on furniture, or be fed in the library.
- Keep your qualifying dog with you and under your control at all times.
- Keep your qualifying dog on the floor or on your person at all times.
- If your qualifying dog's behavior poses a direct threat to the health or safety of others, causes substantial physical damage to Library property, engages in behavior that is unreasonably disruptive, or disobeys PPL's Rules of Conduct, it may not stay in the library.
- Fraudulently misrepresenting guide, signal, or service dogs is a misdemeanor under California law.

The above enumerated rules are not intended to be a complete list of violations, but are intended for guidance only. Library staff and/or local law enforcement officers are authorized to expel persons who, advised of the regulations above, fail to comply with them. Such personnel also reserve the right to take appropriate action(s) against any other behavior which can reasonably be deemed to be offensive to library patrons or staff.

The City of Porterville Public Library reserves the right to restrict the use of its facilities or premises to persons who do not abide by the Library's Rules of Conduct. Failure to comply with the Library's established rules and policies could result in expulsion from the Library and revocation of Library privileges for a period of one day to one year, and/or in arrest and prosecution under California Penal Code Section 602.1(b).

Engaging in any of the above behaviors may result in one or more of the following consequences, depending on the severity of the violation:

- Initial warning, given copy of Rules of Conduct Policy
- Library privileges suspended for one day.
- Library privileges suspended for seven days.

- Library privileges suspended for up to one year.

Depending on the severity, length of suspension may be determined at the discretion of the City Librarian.

Appeals Process:

Any person who has been denied access from the library or whose library privileges have been restricted or suspended for a period in excess of one week has the right to have the decision reviewed by the City's designated appeals review committee. A signed, dated appeal must be requested in writing within ten days of such suspension and must include the person's name, address, date and time of violation, type of violation, and the person's reason for appealing the decision. The decision of the appeals review committee on the appeal shall be final. The review committee reserves the right to seek a restraining order from the court to permanently ban any person who continues to violate the Rules of Conduct and/or the law.



CITY COUNCIL AGENDA – MARCH 4, 2025

SUBJECT: Approval of Reorganization within the Parks and Leisure Department - Parks Division

SOURCE: Parks and Leisure Services

COMMENT: At its meeting on February 4, 2025, the City Council approved the reclassification of Parks Maintenance Worker – Weed Abatement positions to align with the classification and salary range of Encampment Maintenance Workers. To provide clarity for employees, staff consolidated the job descriptions for Encampment Maintenance and Weed Abatement positions, resulting in the creation of the Abatement Worker job description for both full-time and part-time roles.

Per the Council's direction, the salary range for the full-time Abatement Worker position will be Range 173 (\$3,683–\$4,494), while the part-time Abatement Worker position will have an hourly rate of \$17.50. The City has consulted with the City Employees' Association regarding this reclassification, and the association has agreed to the changes. Full-time Abatement Workers lead the work of a small crew in abatement efforts and park maintenance duties. They also perform clean-up, transportation, and disposal of bio-hazardous, non-hazardous and green waste and other services as necessary to properly clean and clear the site. Part-time Abatement Workers remove and dispose of vegetation and debris, and raise trees and shrubbery. Examples of some of the equipment used by full and part-time Abatement Workers include operating a tractor, flail mower, backhoe, riding mower, rototiller, blower, edger, fork/air lift, chipper, and other equipment or vehicles.

This reclassification will require a reorganization of the Parks Division, which will now include three full-time and up to twelve part-time Abatement Workers. The Abatement Workers' role will be to clear areas that could pose fire hazards due to overgrown vegetation. This crew will also be responsible for encampment cleanups on City property, as well as those on private property that do not get cleaned up in a timely manner. The abatement crew will perform various other duties throughout the year when they are not performing weed abatement or encampment abatement, including tree maintenance, park facilities and grounds maintenance, and other special projects. The entire abatement team may be called upon during large encampment enforcement efforts that are made throughout the city, including along the Tule River and the

Porter Slough. The Police Department, Fire Department, Public Works Department, and Parks and Leisure Services Department all play integral roles in these large-scale projects.

RECOMMENDATION:

That the City Council:

1. Approve the reorganization within the Parks and Leisure Department - Parks Division;
2. Approve the new job descriptions for full-time Abatement Workers and part-time Abatement Workers;
3. Authorize Human Resources and Finance Department staff to amend such documents as may be necessary to effectuate such proposed changes.

ATTACHMENTS:

1. Full-time Abatement Worker
2. Part-time Abatement Worker

Appropriated/Funded:

Review By:

Department Director:

Donnie Moore, Parks and Leisure Services Director

Final Approver: Jason Ridenour, Interim City Manager

ABATEMENT WORKER

DEFINITION

The Abatement Worker under general supervision, leads the work of a small crew in abatement efforts; performs related duties as required, which may include but not limited to, park maintenance duties and construct/repair park facilities.

REPRESENTATIVE DUTIES

The duties listed below are examples of the work typically performed by the employee of this class. Not all assigned duties may be listed. Marginal duties are those which are non-essential job functions for this class.

1. Provides clean-up, transportation, and disposal of bio-hazardous and nonhazardous waste and other services as necessary to properly clean and clear the site; ensures all necessary safety procedures are followed; as well as transportation of personal property items to the Corporation Yard.
2. Removes and dispose of vegetation in order to gain access to encampment sites and raise trees and shrubbery to allow better visibility of sites post-encampment removal.
3. Works with law enforcement to ensure camps are clear of occupants prior to commencing.
4. Operates tractor, flail mower, backhoe, riding mower, rototiller, blower, edger, fork/air lift, chipper, and other equipment or vehicles; performs routine vehicle and equipment maintenance and safety inspections; makes minor repairs such as sharpening blades.
5. Photographs the encampment site before and after the cleanup to document the condition of the site.
6. May use power and hand tools; seeds, plants, mows, edges, sprays, and weeds park grounds, flowerbeds, golf course fairways/greens, and other landscaped areas; prepares areas for planting by clearing, grading, fertilizing, and watering ground; prepares areas by rototilling, weed oiling, laying plastic; lays rocks; aerates and dresses golf greens.
7. Cleans walks, parking areas, and other areas of leaves and debris; digs trenches to sign or fence post holes; dumps trash cans; cleans rest rooms; may perform or assist in routine or preventive maintenance in park and other City facilities. Plants, trims, prunes and removes trees and shrubs.
8. Performs routine maintenance in park facilities and grounds; may make carpentry and minor electrical repairs, replace sprinkler heads, or make adjustments to irrigation system; marks and otherwise prepares athletic fields and recreation areas.
9. Assists in special projects such as park construction, repairing playground equipment, potholes, sidewalks, periodic painting, air conditioning system maintenance, installing sprinkler systems, applying repellents, herbicides, and unrestricted pesticides, moving furniture, equipment set-up, and tree removal projects.

10. Provides temporary and vacation relief in similar occupational fields as necessary.

11. Performs other duties as assigned.

EMPLOYMENT STANDARDS

Education and/or Experience

Two years of experience similar to encampment related abatement that includes removal and disposal of debris and shrubbery; using heavy equipment; one year of experience in gardening or grounds maintenance that included using commercial mowers, sprinkler repair or skilled tree trimming experience; or any combination of training and experience that provides the desired knowledge and abilities.

Knowledge of:

Operation and maintenance of equipment and tools used in abatement and facility and ground maintenance; application of herbicides, pesticides and fertilizers; cleanup techniques; grounds maintenance methods and techniques; plants, flowers, and shrubs.

Ability to:

Learn and apply abatement and grounds keeping/park maintenance and park facility repair techniques and methods; operate equipment and power tools; make minor repairs to equipment; trim trees; follow verbal instructions; establish and maintain cooperative working relationships; understand and follow verbal and written directions; work safely and efficiently.

Special Requirements

Possession of or ability to obtain a valid California Driver's License may be required.
Possession of a Pesticide Applicator Certification may be required.

Physical Demands

Strenuous physical work. Physical demands include frequent lifting of objects over 50 lbs. often combined with bending, twisting, working above ground and/or on irregular surfaces.

WORKING CONDITIONS

Continuous exposure to unpleasant elements such as dust, fumes, odors, dampness, high noise levels, or outside weather conditions. Job sites may be in heavy foliage, steep embankments, by rivers or creeks, and other locations requiring alertness to the environment and pre-planning to prevent injury or illness.

Date Adopted:



PART-TIME ABATEMENT WORKER

SALARY: \$17.50/hour

DEFINITION: Under general supervision, perform abatement and landscape maintenance duties; and other related duties as required.

REPRESENTATIVE DUTIES:

1. Use of power and hand tools; seeds plants, mows, edges, sprays, and weeds park grounds, trails, flowerbeds, and other abatement properties and landscaped areas; prepares areas for planting by clearing, grading, fertilizing, and watering ground; prepares areas by rototilling, weed oiling, laying plastic; lays rocks.
2. Cleans walks, parking areas, and other areas of leaves and debris; digs trenches to sign or fence post holes; dumps trash cans; cleans rest rooms; may perform or assist in routine or preventive maintenance in park and other City facilities. Remove and dispose of vegetation in order to gain access to encampment sites and raise trees and shrubbery to allow better visibility of sites post-encampment removal.
3. Provides clean-up, transportation, and disposal of bio-hazardous and nonhazardous waste and other services as necessary to properly clean and clear the site; ensures all necessary safety procedures are followed; as well as transportation of personal property items to the Corporation Yard.
4. Operates riding mowers, rototillers, blowers, edgers, fork/air lifts, chippers, tractor, and other equipment or vehicles; makes minor repairs such as sharpening blades; performs routine vehicles and equipment maintenance and safety inspections.
5. Performs routine maintenance in park facilities and grounds; may make carpentry and minor electrical repairs, replace sprinkler heads, or make adjustments to irrigation system; marks and otherwise prepares athletic fields and recreation areas. Plants, trims, prunes, and removes trees and shrubs.
6. Assists in special projects such as park construction, tree removal, repairing playground equipment, potholes, sidewalks, periodic painting, air conditioning system maintenance, installing sprinkler systems, applying repellents, herbicides, and unrestricted pesticides, moving furniture, equipment set-up, and other physical arrangements.
7. Performs other duties as assigned.

QUALIFICATIONS GUIDELINE:

Knowledge: Grounds maintenance and abatement methods and techniques; plants, flowers, and shrubs; operation and maintenance of tools and equipment used in grounds maintenance and abatement; application of herbicides, pesticides and fertilizers; cleanup techniques.

Experience: One year of experience in abatement related work, gardening or grounds maintenance that included using commercial mowers, sprinkler repair or skilled tree trimming experience, removal and disposal of debris and shrubbery or any combination of training and experience that provides the desired knowledge and abilities.

Ability to: Learn and apply abatement and grounds keeping and park maintenance techniques and methods; operate power tools and equipment; make minor repairs to equipment; follow verbal and written instructions; establish and maintain cooperative working relationship; work safety and efficiently.

SPECIAL REQUIREMENTS: Possession of or ability to obtain and maintain a valid California Driver's License may be required.

PHYSICAL DEMANDS: Includes strenuous physical work including frequent lifting of objects over 50 lbs. often combined with bending, twisting, working above ground and/or on irregular surfaces.

WORKING CONDITIONS: Continuous exposure to unpleasant elements such as dust, fumes, odors, dampness, high noise levels, or outside weather conditions. Job sites may be in heavy foliage, steep embankments, by rivers or creeks, and other locations requiring alertness to the environment and pre-planning to prevent injury or illness.

SPECIAL CONDITION: Prior to appointment candidates must pass a background check, drug/alcohol screen, and TB test.



The City of Porterville is an equal opportunity employer (EEO) and is compliant with the Americans with Disabilities Act (ADA). If you believe you need accommodation under the ADA in the testing process for any position for which you intend to apply, please contact the Human Resources Division at (559) 782-7441 to request such accommodation. The City prohibits discrimination on the basis of race, color, religion, creed, sex, national origin, ethnicity, age, disability or medical condition, Acquired Immune Deficiency (AIDS/HIV) or AIDS related conditions, political affiliation, sexual orientation, ancestry, marital or domestic partner status, gender identity, parental status, veteran status, height, weight, or any other basis protected by law.



CITY COUNCIL AGENDA – MARCH 4, 2025

SUBJECT: Request for Proclamation - Women's Rights

SOURCE: Administrative Services

COMMENT: At its meeting on December 19, 2023, the Council amended the process by which proclamations are approved. The process requires that if more than two council members indicate interest in signing a requested proclamation, a consent calendar item will be prepared for the next scheduled City Council Meeting for full City Council consideration.

La Gente - Women of La Gente has requested a proclamation to proclaim "Women's Rights" in Porterville. Mayor Meister is sponsoring this Proclamation request. Because more than two members of the Council indicated interest in signing, consistent with policy, the request is herein presented for consideration. If approved, the Proclamation will be drafted with the appropriate number of signature blocks for execution by the Council Members with an affixed City Seal.

RECOMMENDATION: That the City Council consider approval of the request to proclaim "Women's Rights" in the City of Porterville.

ATTACHMENTS: 1. Proclamation Request - Women's Rights - 2025

Appropriated/Funded:

Review By:

Department Director:
Yuliana Andrade, Administrative Services Director

Final Approver: Jason Ridenour, Interim City Manager



City of Porterville
REQUEST FOR PROCLAMATION

Date of Request: 2/20/2025

Name of Event/Individual: City Council Meeting - Womens Rights Proclamation
i.e. "Porterville Tourism Week", "Mr. John Doe"

Name of Sponsoring Organization: La Gente - Women of La Gente

Name of Contact Person: Rosemary Duran

Address: PO Box 800, Strathmore, CA 93267

Phone: (559) 719-0302 Email: givemeliberty369@gmail.com

I would like the proclamation: ☐ mailed ☐ call for pick up ☒ presented at an event

Date Needed: 3/4/2025 Date of Event 3/4/2024

Please attach a sample of your proclamation, or the pertinent information needed to formulate your proclamation. It is recommended that you submit your request at least four to six weeks in advance. If assistance is needed, or if you need a sample provided, or to return this form, contact:

Office of City Clerk
291 North Main Street
Porterville, CA 93257
(559) 782-7464 / Fax (559) 782-7452

Please be advised that a Proclamation is ceremonial in nature and does not convey official legislative action. The City reserves the right to correct grammar and spelling; to reject all advocacy of unlawful acts; and to reject all discriminatory language.

City Clerk's Section

Request Received by: Yuliana Routed by: Fernando Date: 2/24/25

Granted by Council Member Mayor Meister Date: 2/21/25

Signatures: Meister, McKenney, Rivas,

Date Requestor Notified of Completion: _____ in writing ☐ by phone ☐

Comments: _____

WHEREAS: the City of Porterville in unwavering in its commitment to protecting the rights, safety, dignity, and privacy of all women and girls; and

WHEREAS: women have fought courageously through history to secure their legal, political, and social rights, and those hard-won freedoms must not be eroded; and

WHEREAS: the City of Porterville affirms that women's safety and privacy are fundamental rights particularly in spaces designated for their exclusive use, including restrooms, locker rooms, dressing areas, and shelters; and

WHEREAS: the City of Porterville recognizes the inherent biological differences between men and woman, acknowledging that fairness in athletics, education, and public accommodations must be preserved to ensure women are not placed at a competitive disadvantage or at risk of harm; and

WHEREAS: Title IX of the Education Amendments of 1972 was enacted to ensure that women have equal opportunities in education and athletics and was founded on the principle of protecting sex-based distinctions that safeguard female participation in competitive sports; and

WHEREAS: the City of Porterville stands against policies that allow biological males to infringe upon the rights, privacy, and safety of women and girls by gaining access to their protected spaces or athletic competitions under the guise of gender identity; and

WHEREAS: the right to women-only spaces is essential for ensuring the well-being of women and girls, particularly those who are survivors of domestic violence, sexual assault, or other vulnerable circumstances; and

WHEREAS: the U.S. Constitution and longstanding legal precedent affirm women's rights, as upheld in cases such as *Minor v. Happersett* (1874), *Frontiero v. Richardson* (1973), and *Craig v. Boren* (1976), reinforcing the legal necessity of sex-based protections; and

WHEREAS: the City of Porterville remains committed to upholding the unique contributions of women in society, including their irreplaceable role as mothers, caregivers and leaders in our community;

NOW, THEREFORE, I, GREG MEISTER, Mayor of Porterville, on behalf of the Porterville City Council, do hereby proclaim our unwavering support for women rights in our community. We acknowledge and affirm the following:

The Right to Safety and Privacy: Women and girls shall have the right to exclusive, sex-based spaces in restrooms, locker rooms, shelters, and other areas where privacy is essential to their well-being and protection.

The Right to Fair and Equal Athletic Opportunities: Women and girls shall have the right to compete in female-only sports without unfair competition from biological males, ensuring fairness in accordance with the original intent of Title IX.

The Right to be Free from Discrimination and Harm: Women shall not be forced to accept policies that compromise their safety, dignity, or privacy in order to appease political or ideological agendas.

The Right to Participation and Representation: Women have the right to fully participate in political, social, and economic life, free from coercion, intimidation, or discrimination.

The Right to Motherhood and Family Protections: Women shall have the right to maternity protections, workplace accommodations, and policies that uphold that sanctity of motherhood without being displaced by gender ideology.

The Right to Economic Freedom and Opportunity: Women shall have the right to equal access to employment, business opportunities, and financial independence, without unfair mandates that force them into ideological conformity.

With unwavering resolve, the City of Porterville boldly stands in defense of women's rights, privacy, and fairness, ensuring that truth, science, and common sense prevail in policies affecting women and girls. We reaffirm our commitment to protection the rights of women today, tomorrow, and for fur



CITY COUNCIL AGENDA – MARCH 4, 2025

SUBJECT: Request for Proclamation - California Arbor Week - March 7th - March 14th, 2025

SOURCE: Administrative Services

COMMENT: At its meeting on December 19, 2023, the Council amended the process by which proclamations are approved. The process requires that if more than two council members indicate interest in signing a requested proclamation, a consent calendar item will be prepared for the next scheduled City Council Meeting for full City Council consideration.

The Tule River Parkway Association has requested a proclamation to proclaim March 7th - 14th, 2025, as "California Arbor Week" in Porterville. Council Member Beltran is sponsoring this Proclamation request. Because more than two members of the Council indicated interest in signing, consistent with policy, the request is herein presented for consideration. If approved, the Proclamation will be drafted with the appropriate number of signature blocks for execution by the Council Members with an affixed City Seal.

RECOMMENDATION: That the City Council consider approval of the request to proclaim March 7th - 14th, 2025, as "California Arbor Week" in the City of Porterville.

ATTACHMENTS: 1. Proclamation Request - California Arbor Week - 2025

Appropriated/Funded:

Review By:

Department Director:
Yuliana Andrade, Administrative Services Director

Final Approver: Yuliana Andrade, Administrative Services Director



City of Porterville
REQUEST FOR PROCLAMATION

Date of Request: February 24, 2025

Name of Event/Individual: California Arbor Week Tree Planting

i.e. "Porterville Tourism Week", "Mr. John Doe"

Name of Sponsoring Organization: Tule River Parkway Association

Name of Contact Person: Catherine Capone

Address: 806 W Westfield Avenue Porterville

Phone: 559 361 9164 Email: tulrivergarden@gmail.com

I would like the proclamation: ☐ mailed ☐ call for pick up ☒ presented at an event

Date Needed: March 8, 2025 Date of Event March 8, 2025

Please attach a sample of your proclamation, or the pertinent information needed to formulate your proclamation. It is recommended that you submit your request at least four to six weeks in advance. If assistance is needed, or if you need a sample provided, or to return this form, contact:

Office of City Clerk
291 North Main Street
Porterville, CA 93257
(559) 782-7464 / Fax (559) 782-7452

Please be advised that a Proclamation is ceremonial in nature and does not convey official legislative action. The City reserves the right to correct grammar and spelling; to reject all advocacy of unlawful acts; and to reject all discriminatory language.

City Clerk's Section

Request Received by: Yolana Routed by: Fernando Date: 2/24/25

Granted by Council Member CM Beltran Date: 2/24/25

Signatures: Beltran, McKervey, Rivas

Date Requestor Notified of Completion: _____ in writing ☐ by phone ☐

Comments: _____



California Arbor Week Proclamation

This measure would proclaim the week of March 7th – March 14th in each year as California Arbor Week and would urge Porterville residents to observe the week with appropriate tree planting and tree care activities and programs.

WHEREAS, Arbor Day is celebrated nationally to encourage everyone to maintain and replenish our country's vast forests, orchards, and woodlands; and

WHEREAS, In California, we also observe Arbor Day starting on the birthday of Luther Burbank, a famed California horticulturalist whose life's labor produced hundreds of plants and trees that have contributed to the natural splendor and food production in our state; and

WHEREAS, California Arbor Week has the involvement of the Tule River Parkway Association; and

WHEREAS, the Tule River Parkway Association is improving our community by planting and caring for trees and working to improve the quality of life in Porterville; and

WHEREAS, Trees are a valuable economic asset in our cities that help maintain or increase property values and attract business and new residents in urban areas; and

WHEREAS, Trees play an important role in energy conservation by modifying temperature extremes with shade and humidity, and are particularly important in reducing the amount of energy consumed in heating and cooling buildings and homes; and

WHEREAS, Trees planted in urban areas play a significant role in meeting the state's greenhouse gas emission reduction targets by sequestering carbon as well as reducing energy consumption; and

WHEREAS, Trees directly contribute to improving California's air quality by reducing air pollution by removing airborne particulates from the atmosphere and helping to purify the air;

WHEREAS, Trees play a significant role in protecting and purifying California's limited water resources by reducing surface runoff, contributing to stormwater management activity and protect urban water resources; and

WHEREAS, Trees provide essential habitat for much of California's wildlife, including many listed, threatened, and endangered species; and

WHEREAS, Trees enhance the aesthetic quality of life in urban communities by providing a natural buffer for surface noise and natural recreational resource for California's children and youth;

WHEREAS, Trees play a vital role in improving public health in our communities;

Therefore, I Greg Meister, Mayor of Porterville, on behalf of the City Council, do hereby proclaim March 7 through March 14 of each year as California Arbor Week, and urge all Californians to observe and celebrate the week by planting trees for our own benefit and for the benefit of future generations.

In testimony thereof, I have hereunto set my hand and caused to be affixed the city seal of Porterville on this [date].

Mayor



CITY COUNCIL AGENDA – MARCH 4, 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 18, 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

daily census).

On May 4, 2023, the City received an updated draft License agreement for the use of the Armory, proposing a 1-year lease for exclusive use by the City effective May 5, 2023, through May 4, 2024. The draft agreement proposes no fee for the use of the facility, but that the City assume responsibility for the facility's utilities. On Monday, May 8th, the last remaining Army personnel left the facility, with the City now having complete exclusive use of the facility. At its meeting on May 16, 2023, the Council approved the updated draft License agreement for the 1-year exclusive use of the Armory.

On March 31, 2023, Governor Newsom issued Executive Order N-6-23 to support Tulare Lake Basin flood response, which streamlines State preparation, response and recovery actions and supports local flood response efforts and assist in preparing communities for the impacts of snowmelt runoff in the months ahead.

On April 3, 2023, President Biden granted a Major Disaster Declaration for the State of California, triggering the release of Federal funds to help individuals and communities recover from Severe Winter Storms, Straight-line Winds, Flooding, Landslides and Mudslides that occurred February 21, 2023, and continuing. Monterey and Tulare counties were designated in the Major Disaster Declaration for both Individual and Public Assistance, as well as Hazard Mitigation. On July 14, 2023, the Federal Emergency Management Agency (FEMA) made the determination to close the incident period effective July 10, 2023. Although the incident period has been closed, businesses and individuals may still apply for federal disaster assistance through September 1, 2023.

On May 17, 2023, Governor Newsom issued Executive Order N-7-23 to support Tulare Lake Basin flood response, which extends flood diversion and groundwater recharge flexibilities implemented for the Tulare Lake Basin, including Kern River floodwater to be allowed into the California Aqueduct.

On August 4, 2023, Governor Newsom issued Executive Order N-10-23 to streamline levee repairs and debris removal to help local communities recover from flooding and prepare for the next wet season.

At its meeting on April 4, 2023, the Council approved Resolution No. 15-2023, which authorized the appropriation of funds from the Catastrophic/Emergency Reserve Fund for the costs associated with the response to the local emergency including personnel, equipment, services and other necessary expenditures. At its meeting on April 18, 2023, the Council approved two emergency expenditures that exceeded \$5,000 in their acquisition, which included additional Water Rescue Equipment for the Fire Department (\$6,417.70) and the 30-day rental of two mobile shower/restroom units (\$13,151) for the Armory TEP due to the facility's restrooms and showers not being compliant with the

Americans with Disabilities Act (ADA). At its meeting on May 2, 2023, the Council approved two additional emergency expenditures that exceeded \$5,000 in their acquisition, which included a trailer-mounted 6" dewatering and sewage pump (\$77,396.67), and local trucking services of riprap material (\$5,436.00), both for the Public Works Department.

In support of two private personnel providing nightly security at the Armory as it continues to function as a temporary evacuation point and shelter, City staff has secured TopKnotch Security, Inc. as the security services provider. TopKnotch provided an agreement for security services for approximately \$18,000 per month (2 personnel at \$25/hour for 12 hours per day for 30 days per month), which the Council approved at its meeting on June 6, 2023. Due to violations by TopKnotch Security of its agreement with the City for security services, City staff terminated the agreement effective immediately on Friday, July 14, 2023, causing the Police Department to provide security services at the Armory on Friday, July 14 through Sunday, July 16, 2023. Beginning on Monday, July 17, 2023, Good Guard Security, Inc. began providing security services, which at its meeting on July 18, 2023, the Council approved an agreement for security services for approximately \$21,000 per month (2 personnel at \$28.95/hour for 12 hours per day for 30 days per month).

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

ATTACHMENTS:

1. Declaration of Local Emergency - March 13, 2023
2. Resolution No. 11-2023
3. Rio Vista Avenue Mandatory Evacuation Order - March 16, 2023
4. Tule River Banks Mandatory Evacuation Order - March 19, 2023
5. Governor Newsom Executive Order N-6-23
6. Governor Newsom Executive Order N-7-23
7. Governor Newsom Executive Order N-10-23
8. Federal Disaster Declaration Fact Sheet - April 3, 2023
9. License to Use State Military Property - April 14, 2023
10. City and County Memorandum of Understanding for Shelter Support
11. County of Tulare CalOES Shelter Support Request Letter - April 14, 2023
12. License to Use State Military Property - May 16, 2023
13. Federal Disaster Declaration Notice - July 14, 2023
14. Resolution No. 15-2023
15. Rescue Source & Rescue 3 Invoice: Water Rescue

- Equipment
16. Royal Restrooms Invoice: Mobile Shower-Restroom Units
 17. Rain for Rent Pump Invoice
 18. Mike Clark Trucking Invoice
 19. TopKnotch Security, Inc. Agreement
 20. Good Guard Security, Inc. Agreement
 21. Municipal Code Chapter 9 - Civil Defense and Disaster
 22. California Government Code 8558
 23. Porterville Army National Guard Armory Daily Census_2.25

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:

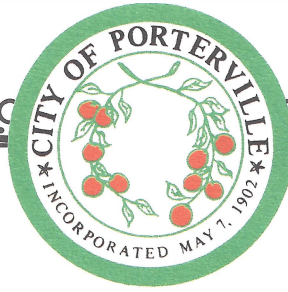
Fernando Gabriel-Moraga, Deputy City Clerk

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.

A Temporary Evacuation point has been set up at Porterville College, 100 E College Avenue. Thank you.

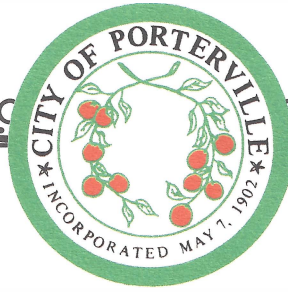
Jake Castellow
Chief of Police

Police Department

350 North "D" Street
Porterville, CA 93257
(559) 782-7400/FAX (559) 784-1070
www.PortervillePolice.com

Jake Castellow

Chief of Police



March 19, 2023

This is a message from Tulare County & the City of Porterville. Due to the recent storm events, there is erosion to the banks of the Tule River.

An **Evacuation Order** has been issued for the north bank and south bank of the Tule River, from Westwood Street, to the Plano bridge, but does not include the south bank from Westwood Street, east to the bridge of State Route 65. This evacuation order does not include permanent structures with a designated address, other than those for which a previous evacuation order has been issued.

An evacuation order, also known as a mandatory evacuation, means that all residents and visitors should leave immediately due to the unsafe conditions of the river banks. If you are unable to evacuate and require assistance, please call 9-1-1. For additional resources or information, please call 2-1-1. Please refer to the map on the Tulare County website, emergencies page, at TulareCounty.CA.gov/emergencies.

A Temporary Evacuation point has been set up at Porterville College, 100 E College Avenue.

Jake Castellow

Chief of Police

EXECUTIVE DEPARTMENT STATE OF CALIFORNIA

EXECUTIVE ORDER N-6-23

WHEREAS on March 1, 2023, March 8, 2023, March 12, 2023, March 14, 2023, and March 28, 2023, I proclaimed a State of Emergency to exist in 47 counties, cumulatively, as a result of a series of ongoing winter storms that initially struck California beginning in late February and continue to significantly impact the counties identified in my Proclamations; and

WHEREAS the State has experienced over a dozen atmospheric rivers since December 2022, resulting in compounding and cumulative impacts across California, including what are expected to be record amounts of snow in the Sierra Nevada, in particular in the southern Sierra, and current and forecasted precipitation are expected to add to historic snowpack levels already composed of several million acre-feet of snow water content; and

WHEREAS reservoirs into which the Sierra snowpack runoff would flow are already impacted by runoff, which is expected to greatly exceed available storage capacity in the reservoirs in and around the Tulare Lake Basin and the San Joaquin River Basin, and much of the ground in the area has reached saturation due to the series of ongoing winter storms; and

WHEREAS the Tulare Lake Basin is the terminal point for the Kings, Kaweah, Tule, and Kern Rivers, and several smaller streams, meaning that water from additional expected rains and Sierra snowpack runoff that cannot be stored in reservoirs or absorbed into the ground will flow into the basin; and

WHEREAS recent storms have already caused flooding in the Tulare Lake Basin, leading to emergency rescues and evacuation orders in Allensworth, Alpaugh, and other communities in Tulare and Kings Counties, and leading to dozens of levee breaks and local agencies directing strategic cuts to canals and levees to prevent further flooding of communities; and

WHEREAS runoff from the snowpack caused by the winter storms could result in flood conditions in the Tulare Lake Basin resembling those last experienced in the historic floods of 1969 and 1983, following historic snowpacks in those years; and

WHEREAS local flood control districts and other local governments generally have flood control responsibility in the Tulare Lake Basin, but state agencies such as the California Department of Forestry and Fire Protection (CAL FIRE), the California Department of Water Resources, and the Governor's Office of Emergency Services are actively engaged in supporting this local effort, and state agencies will continue to provide technical advice and other resources and support as needed, with a particular priority on protecting the lives and health of local communities; and

WHEREAS stretches of the San Joaquin River have been or are at flood stage this spring, river stages are expected to stay high throughout the spring as snowpack melts, and multiple levee repairs are underway on the lower San Joaquin River; and

WHEREAS the Tulare Lake Basin is hydrologically connected to the San Joaquin River Basin and that connection has the potential to exacerbate the flood risk in the San Joaquin River Basin, and so further emergency response efforts may become necessary in the San Joaquin River Basin as well; and

WHEREAS heavy accumulation of snowfall on the roof of Bear Valley Elementary School, located in Alpine County, currently renders instructional space unsafe for use; and

WHEREAS frequent flooding and flood evacuation orders have resulted in school closures and low student attendance in Pajaro Middle School, Hall District Elementary School and Ohlone Elementary, located in Pajaro Valley Unified School District in Santa Cruz County; and

WHEREAS it is critical that displaced students are back in school facilities as quickly as possible to ensure continuity in education; and

WHEREAS the State of California and local governments, in collaboration with the Federal government, continue sustained efforts to respond to and mitigate the effects of these storms; and

WHEREAS on March 9, 2023, I requested a Presidential Emergency Declaration related to these late winter storms, which was expeditiously approved by President Joseph R. Biden, Jr.; and

WHEREAS on March 15, 2023, I requested the addition of 9 counties to the existing Presidential Emergency Declaration related to these late winter storms, which was expeditiously approved by the President; and

WHEREAS on March 28, 2023, I also requested the President issue a Major Disaster Declaration related to these late winter storms for counties that met the validated damage threshold; and

WHEREAS under the provisions of Government Code section 8571, I find that strict compliance with various statutes and regulations specified in this order would prevent, hinder, or delay the mitigation of the effects of these ongoing winter storms.

NOW, THEREFORE, I, GAVIN NEWSOM, Governor of the State of California, in accordance with the authority vested in me by the State Constitution and statutes, and in particular, Government Code sections 8567, 8571, and 8627, do hereby issue the following Order to become effective immediately:

IT IS HEREBY ORDERED THAT:

1. All provisions contained in the above-referenced Proclamations of a State of Emergency shall remain in full force and effect.
2. To protect health, safety, and the environment, and to reduce the risks of local catastrophic flooding in the Tulare Lake Basin, Chapter 6 (commencing with section 1600) of Division 2 of the Fish and Game Code, and regulations adopted pursuant to that Chapter, are

suspended for activities that meet all of the requirements in Paragraph 3.

3. The suspension created by Paragraph 2 shall apply to floodwater diversion, debris removal, and levee repair and breach in the Tulare Lake Basin, on the condition that the actions cease when the flood conditions have abated to the point there is no longer flooding outside of defined streambeds and levees. Additionally, the suspension created by Paragraph 2 shall apply to floodwater diversion only if all of the following additional conditions are met:
 - a. The diversion of floodwater from the Tulare Lake Basin or rivers or streams flooding the Tulare Lake Basin must occur between March 31, 2023, and August 1, 2023, for flood management purposes.
 - b. For diversions directly from rivers or streams, a local or regional flood control agency, city, or county has given notice via its internet website, electronic distribution list, emergency notification service, or another means of public notice that flows downstream of the point of diversion are at imminent risk of flooding and inundation of land, roads, or structures.
 - c. For diversion of floodwaters in the Tulare Lake Basin (that is, waters no longer contained within a defined streambed or levee), a local or regional flood control agency, city, or county has given notice via its internet website, electronic distribution list, emergency notification service, or another means of public notice that areas from which the floodwaters are diverted are either at imminent risk of flooding or already flooded, with potential or existing inundation of land, roads, or structures.
 - d. Any water diverted is not diverted to and will not be applied to any area that has not been in active irrigated agricultural cultivation within the past three years, including grazing lands, annual grasslands, and natural habitats. This limitation does not apply to facilities already constructed for the purposes of groundwater recharge or managed wetlands.
4. In addition to the mandatory conditions set forth in Paragraph 3, any person conducting planned levee breaches or controlled inundation to prevent further catastrophic flooding pursuant to the suspension created by Paragraph 2 should take care, wherever feasible, to protect above-ground infrastructure and drinking water and wastewater infrastructure such as drinking water well field sites, wastewater discharge ponds, and other water resources that are necessary for the protection of human health and the recovery of impacted communities.
5. For purposes of conducting emergency flood preparation and response activities, for any (a) actions taken by state agencies, (b) actions taken by a local agency where the Secretary of the Natural Resources Agency concurs that local action is required, and (c) permits necessary to carry out actions under (a) and (b), Public

Resources Code, Division 13 (commencing with Section 21000) and regulations adopted pursuant to that Division, are suspended to the extent necessary to address flood impacts in the Tulare Lake Basin.

6. To support adequate state staffing for all state agencies and departments with an assigned response and/or recovery role related to flooding in the Tulare Lake Basin, consistent with applicable federal law, work hour limitations for retired annuitants, permanent and intermittent personnel, and state management and senior supervisors are suspended. Furthermore, reinstatement and work hour limitations in Government Code sections 21220, 21224(a), and 7522.56(b), (d), (f), and (g), and the time limitations in Government Code section 19888.1 and California Code of Regulations, title 2, sections 300-303 are suspended. All other restrictions must be adhered to for retired annuitants. The Director of the California Department of Human Resources must be notified of any individual employed in state government pursuant to these suspensions. The suspension of statutes identified in this Paragraph shall also apply to local governments, as applicable, to ensure adequate staffing to appropriately respond to the flooding in the Tulare Lake Basin. Local governmental agencies shall notify the California Public Employees' Retirement System of any individual employed by an agency pursuant to this Paragraph.
7. The limitation for the period of employment for State Personnel Board emergency appointments, as provided in Government Code section 19888.1, is suspended for positions required for emergency response and/or recovery operations related to flooding in the Tulare Lake Basin. The requirements and period of employment for such appointments will be determined by the Office of Emergency Services but shall not extend beyond the termination date of the State of Emergency.
8. To the extent the Alpine County Office of Education and Alpine County Unified School District are required to use temporary facilities such as the Alpine County Public Library due to extraordinary snowpack on the roof of Bear Valley Elementary School, rendering instructional space unsafe, the requirements of Education Code sections 17280, et seq., 17365, et seq., and Government Code sections 4453 and 14963 are suspended with respect to those temporary facilities. The requirements of the California Building Code (codified in Title 24 of the California Code of Regulations), as adopted and enforced by the local building and fire agencies with jurisdiction over the area, shall apply to these temporary facilities.
9. To the extent the Alpine County Office of Education and Alpine County Unified School District are required to temporarily use buildings, as defined in the California Building Code (California Code of Regulations, Title 24, Part 2, Chapter 2, section 202), such as the Alpine County Public Library due to extraordinary snowpack on the roof of the Bear Valley Elementary School, rendering instructional space unsafe, local planning and zoning regulations shall be suspended to allow immediate occupancy of such buildings for use as public school facilities. In addition, the requirements of the California Building Code, as adopted and enforced by the local building and fire agencies with jurisdiction over the area, shall apply, except that the requirements

relating to Change of Use or Occupancy Classification in the California Building Code (California Code of Regulations, Title 24, Part 2, Chapter 1, section 111) shall not trigger immediate code upgrades, and a Certificate of Occupancy shall not be withheld for such immediate and temporary use of the facilities as a public school, as long as such facilities met building code requirements at the time of their construction, are accessible to individuals with disabilities, and are judged safe for use by the local building official.

10. Education Code section 60641 (a) requiring that all pupils be administered academic assessments in mathematics, English language arts, and science, as provided for in Education Code section 60640, is suspended for the 2022-2023 school year for Pajaro Middle School, Hall District Elementary School and Ohlone Elementary School of the Pajaro Valley Unified School District, if a federal waiver is approved by the United States Department of Education.

I FURTHER DIRECT that as soon as hereafter possible, this Order be filed in the Office of the Secretary of State and that widespread publicity and notice be given of this Order.

This Order is not intended to, and does not, create any rights or benefits, substantive or procedural, enforceable at law or in equity, against the State of California, its agencies, departments, entities, officers, employees, or any other person.

IN WITNESS WHEREOF I have
hereunto set my hand and caused
the Great Seal of the State of
California to be affixed this 31st day
of March 2023.



GAVIN NEWSOM
Governor of California

ATTEST:

SHIRLEY N. WEBER, Ph.D.
Secretary of State

EXECUTIVE DEPARTMENT STATE OF CALIFORNIA

EXECUTIVE ORDER N-7-23

WHEREAS on March 1, March 8, March 12, March 14, March 28, April 20, and May 15, 2023, I proclaimed a State of Emergency to exist in 52 counties, cumulatively, as a result of a series of winter storms that initially struck California beginning in late February and continue to significantly impact the counties identified in my Proclamations; and

WHEREAS on March 31, 2023, I issued Executive Order N-6-23 to further bolster the emergency response to this Late Winter Storms event, particularly in the Tulare Lake Basin that continues to be plagued by historic flooding; and

WHEREAS on April 21, May 10, July 8, and October 19, 2021, I proclaimed States of Emergency to exist due to drought conditions; and

WHEREAS on March 10, 2023, I issued Executive Order N-4-23 to address evolving drought conditions due to the winter storms and to mitigate flooding by facilitating groundwater recharge; and

WHEREAS due to the complexity of the impacts from over a dozen Atmospheric River events since December 2022, including the accumulation of a record snowpack in the Sierra Nevada that is likely to yield record snowmelt runoff, especially in the Tulare Lake Basin, I previously issued Executive Orders identified herein to respond to and recover from the winter storms, and those orders now require updating in-light of the most recent runoff conditions and the State's more robust and recent modeling of likely flood impacts; and

WHEREAS the Tulare Lake Basin includes portions of Fresno, Kings, Tulare, and Kern counties and is the terminal point for the Kaweah, Tule, and Kern Rivers as well as a portion of the Kings River and several smaller streams, meaning that water from Sierra snowpack runoff that cannot be stored in reservoirs or absorbed into the ground will flow into the basin; and

WHEREAS the Tulare Lake Basin is hydrologically connected to the San Joaquin River Basin via the James Bypass and Fresno Slough and that connection has the potential to exacerbate the flood risk in the San Joaquin River Basin, and so further emergency response efforts may become necessary in the San Joaquin River Basin; and

WHEREAS stretches of the San Joaquin River, Chowchilla and Eastside Bypasses, San Joaquin River mainstem and tributaries (Fresno River, Chowchilla River, Merced River, Stanislaus River, and Tuolumne River, hereafter, San Joaquin River Tributaries), and Fresno Slough/James Bypass have been or are at flood stage this spring, river stages are expected to stay high or increase throughout the spring and summer as snowpack melts, and multiple levee repairs are underway on the lower San Joaquin River; and

WHEREAS the Kern River – California Aqueduct Intertie exists to move floodwaters safely from the Kern River into the California Aqueduct, and the Kern River Watermaster on May 10, 2023, requested the use of the Intertie to prevent Kern River floodwater from exacerbating flooding in the Tulare Lake Basin, and state agencies have begun actions to safely enable the diversion of these flood flows; and

WHEREAS under the provisions of Government Code section 8571, I find that strict compliance with various statutes and regulations specified in this Order would prevent, hinder, or delay the mitigation of the effects of these ongoing winter storms.

NOW, THEREFORE, I, GAVIN NEWSOM, Governor of the State of California, in accordance with the authority vested in me by the State Constitution and statutes, and in particular, Government Code sections 8567, 8571, and 8627, do hereby issue the following Order to become effective immediately:

IT IS HEREBY ORDERED THAT:

1. All provisions contained in the above-referenced Proclamations of a State of Emergency and Executive Orders shall remain in full force and effect except as modified in this Order.
2. Paragraph 2 of Executive Order N-6-23 is withdrawn and replaced by the following:

To protect health, safety, and the environment, and to reduce the risks of local catastrophic flooding in the Tulare Lake or San Joaquin River Basins, the following are suspended for activities that meet the requirements in Paragraph 3.

- a. Chapter 6 (commencing with section 1600) of Division 2 of the Fish and Game Code, and regulations adopted pursuant to that Chapter; and
 - b. Division 13 (commencing with Section 21000) of the Public Resources Code, and regulations adopted pursuant to that division.
3. Paragraph 3 of Executive Order N-6-23 is withdrawn and replaced by the following, except that any diversion in the Tulare Lake Basin that is operational as of June 1, 2023, may continue to operate under Paragraph 3 of Executive Order N-6-23 until August 31, 2023:

The suspensions created by Paragraph 2 shall apply to floodwater diversion, floating vegetation and debris removal, and levee repair and breach, in the Tulare Lake or San Joaquin River Basins, on the condition that the actions cease when the flood conditions have abated to the point there is no longer a risk of, or existing, flooding causing inundation of land, roads, or structures at or downstream of the point of diversion.

4. Additionally, the suspensions created by Paragraph 2 shall apply to floodwater diversion only if all the following additional conditions are met:
 - a. Any diversion of floodwaters directly from the (i) Tulare Lake Basin or rivers or streams or bypasses flooding the Tulare Lake Basin or (ii) the San Joaquin River or San Joaquin River tributaries (including Fresno Slough and James Bypass) or San Joaquin River bypasses must occur between March 31, 2023, and August 31, 2023, for flood management purposes.

- b. With respect to diversions of floodwaters directly from rivers or streams or bypasses, a local or regional flood control agency, city, or county has given notice via its internet website, electronic distribution list, emergency notification service, or another means of public notice, that flows downstream of the point of diversion are at imminent risk of flooding and inundation of land, roads, or structures.
- c. With respect to diversions of floodwaters that are no longer contained within a defined streambed or levee, a local or regional flood control agency, city, or county has given notice via its internet website, electronic distribution list, emergency notification service, or another means of public notice that areas from which the floodwaters are diverted are either at imminent risk of flooding or already flooded, with potential or existing inundation of land, roads, or structures, or are on lands inundated as a result of actions within subparagraph (a).
- d. Any floodwater diverted is not diverted to and will not be applied to:
 - i. Any barn, ponds, or lands to which manure or waste from an animal facility that generates waste from the feeding and housing of animals for more than 45 days per year in a confined area that is not vegetated are applied;
 - ii. Any agricultural field where pesticide or fertilizer application has occurred in the prior 30 days or in the period prohibited by applicable law, whichever is longer;
 - iii. Any area that could cause damage to critical levees, infrastructure, wastewater and drinking water systems, drinking water wells or drinking water supplies, or exacerbate the threat of flood and other health and safety concerns; or
 - iv. Any area that has not been in active irrigated agricultural cultivation within the past three years including grazing lands, annual grasslands, and natural habitats. This limitation does not apply to facilities already constructed for the purposes of groundwater recharge or managed wetlands.
- e. With respect to diversions of floodwaters from waters tributary to the Sacramento and San Joaquin River Delta as defined in Water Code section 12220 (Delta), water rights holders are not making releases of stored water or reoperating facilities to provide flow for the purposes of meeting water quality control plan or endangered species requirements in the Delta at the time of the diversion.
- f. With respect to diversions of floodwaters directly from the San Joaquin River or San Joaquin River Tributaries, the diversion uses:
 - i. either existing diversion infrastructure or temporary pumps;

- ii. no new permanent infrastructure or permanent construction; and
 - iii. simple screens installed on temporary pump intakes to minimize the impacts of diversion to salmon and other aquatic life.
- 5. Paragraph 4 of Executive Order N-6-23 is withdrawn and replaced by the following:

In addition to the mandatory conditions set forth in Paragraph 3, any person conducting planned levee breaches or controlled inundation to prevent further catastrophic flooding pursuant to the suspensions created by Paragraph 2 should, wherever feasible, protect above-ground infrastructure and water sources that are necessary for the protection of human health and the recovery of impacted communities.

- 6. Paragraph 5 of Executive Order N-6-23 is withdrawn and replaced by the following:

For purposes of conducting emergency flood preparation and response activities beyond those provided for in Paragraphs 2 and 3, for any (a) actions taken by state agencies, (b) actions taken by a local agency where the Secretary of the Natural Resources Agency concurs that local action is required, and (c) permits necessary to carry out actions under (a) and (b), Public Resources Code, Division 13 (commencing with Section 21000) and regulations adopted pursuant to that Division, are suspended to the extent necessary to address flood impacts in the Tulare Lake or San Joaquin River Basins.

- 7. Paragraph 6 of Executive Order N-6-23 is withdrawn and replaced by the following:

To support adequate state staffing for all state agencies and departments with an assigned response and/or recovery role related to flooding in the Tulare Lake or San Joaquin River Basins, consistent with applicable federal law, work hour limitations for retired annuitants, permanent and intermittent personnel, and state management and senior supervisors are suspended. Furthermore, reinstatement and work hour limitations in Government Code sections 21220, 21224(a), and 7522.56(b), (d), (f), and (g), and the time limitations in Government Code section 19888.1 and California Code of Regulations, title 2, sections 300-303 are suspended. All other restrictions must be adhered to for retired annuitants. The Director of the California Department of Human Resources must be notified of any individual employed in state government pursuant to these suspensions. The suspension of statutes identified in this Paragraph shall also apply to local governments, as applicable, to ensure adequate staffing to appropriately respond to the flooding in the Tulare Lake Basin. Local governmental agencies shall notify the California Public Employees' Retirement System of any individual employed by an agency pursuant to this Paragraph.

- 8. Paragraph 6 of Executive Order N-6-23 is withdrawn and replaced by the following:

The limitation for the period of employment for State Personnel Board

emergency appointments, as provided in Government Code section 19888.1, is suspended for positions required for emergency response and/or recovery operations related to flooding in the Tulare Lake or San Joaquin River Basins. The requirements and period of employment for such appointments will be determined by the Office of Emergency Services, but shall not extend beyond the termination date of the State of Emergency.

9. Paragraph 3 of Executive Order N-4-23 is withdrawn and replaced by the following, except that any diversion that is operational as of June 1, 2023, may continue to operate under Paragraph 3 of Executive Order N-4-23 until August 31, 2023:

The suspensions created by Paragraph 2 of Executive Order N-4-23 shall apply to diversions of floodwaters as to which all the following conditions are met:

- a. Diversions of floodwaters directly from rivers, streams, or bypasses must occur between March 10, 2023, and August 31, 2023, for flood management and associated groundwater recharge.
- b. Diversions of floodwaters no longer contained within a defined streambed must prevent imminent risk of flooding or relieve flooding pressure from land, roads, or structures, already inundated, including as a result of actions within subparagraph (a).
- c. A local or regional flood control agency, city, or county has given notice via its internet website, electronic distribution list, emergency notification service, or another means of public notice, that waters at or downstream of the point of diversion are at imminent risk of flooding and inundation of land, roads, or structures.
- d. The diversions cease when the flood conditions have abated to the point there is no longer a risk of, or existing, flooding causing inundation of land, roads, or structures at or downstream of the point of diversion.
- e. Any floodwater diverted is not diverted to and will not be applied to:
 - i. Any barn, ponds, or lands, to which manure or waste from an animal facility that generates waste from the feeding and housing of animals for more than 45 days per year in a confined area that is not vegetated are applied;
 - ii. Any agricultural field where pesticides or fertilizer application has occurred in the prior 30 days or in the period prohibited by applicable law, whichever is longer;
 - iii. Any area that could cause damage to critical levees, infrastructure, wastewater and drinking water systems, drinking water wells or drinking water supplies, or exacerbate the threat of flood and other health and safety concerns; or

- iv. Any area that has not been in active irrigated agricultural cultivation within the past three years, including grazing lands, annual grasslands, and natural habitats. This limitation does not apply to facilities already constructed for the purpose of groundwater recharge or managed wetlands.
- f. With respect to diversions of floodwaters from waters tributary to the Sacramento and San Joaquin River Delta (Delta) as defined in Water Code section 12220 (Delta), water rights holders are not making releases of stored water or reoperating facilities to provide flow for the purposes of meeting water quality control plan or endangered species supporting regulatory requirements in the Delta at the time of the diversion.
- g. The diversion uses:
 - i. Either existing diversion infrastructure or temporary pumps;
 - ii. Existing groundwater recharge locations, where available;
 - iii. No new permanent infrastructure or permanent construction; and
 - iv. Simple screens installed on temporary pump intakes to minimize the impacts of diversion to salmon and other aquatic life.
- h. The person or entity availing itself of suspensions created by Paragraph 2 of Executive Order N-4-23 files a preliminary report with the Water Board and any applicable Groundwater Sustainability Agency (GSA) or GSAs for the basin, no later than 14 days after initially commencing diversion of flood flows for groundwater recharge, and a final report with the Water Board and any applicable GSA or GSAs for the basin no later than September 15, 2023. The preliminary and final reports required by this subparagraph shall:
 - i. Identify the person or entity utilizing the suspensions created by Paragraph 2 of Executive Order N-4-23;
 - ii. Identify the triggering condition from subparagraph (c) of this paragraph;
 - iii. Provide the GPS coordinates for the point of diversion, a map identifying the approximate area inundated by the flood flows, and the corresponding assessor parcel number(s);
 - iv. Identify the time when diversions of floodwaters to groundwater recharge commenced, and for final reports, when diversions ceased; and
 - v. Provide an estimate, as of the report's date, of the amount of floodwaters diverted utilizing the suspensions created by Paragraph 2 of Executive Order N-4-23.

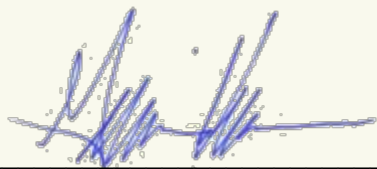
The Water Board shall post on its internet website all reports received pursuant to this subparagraph.

10. To mitigate the effects of the Late Winter Storms, including by reducing the risks of local catastrophic flooding in the Tulare Lake Basin, Part 2 (commencing with section 1200) of division 2 of the Water Code, exclusive of section 1225, and regulations adopted pursuant to that part, are suspended for diversions of flood flows into the Kern Intertie and ultimately into the California Aqueduct until August 31, 2023, such that applications and permits for water rights shall not be required for such diversions, nor shall such diversions create new water rights or modify existing water rights, to the extent applications or permits would have been required or water rights would have been affected absent this suspension.
11. The Department of Water Resources and State Water Resources Control Board shall (i) communicate to water systems and others any additional information or actions necessary for those systems and others to monitor and be prepared for the addition of Kern River floodwater in the California Aqueduct, and (ii) collaborate on long-term actions that align water rights and flood response, including actions that maximize in-basin groundwater recharge.

I FURTHER DIRECT that as soon as hereafter possible, this Order be filed in the Office of the Secretary of State and that widespread publicity and notice be given of this Order.

This Order is not intended to, and does not, create any rights or benefits, substantive or procedural, enforceable at law or in equity, against the State of California, its agencies, departments, entities, officers, employees, or any other person.

IN WITNESS WHEREOF I have
hereunto set my hand and caused
the Great Seal of the State of
California to be affixed this 17th day
of May 2023.



GAVIN NEWSOM
Governor of California

ATTEST:

SHIRLEY WEBER, PH.D
Secretary of State

**EXECUTIVE DEPARTMENT
STATE OF CALIFORNIA**

EXECUTIVE ORDER N-10-23

WHEREAS the State has experienced over thirty atmospheric rivers since December 2022, resulting in compounding and cumulative impacts across California, including record or near record amounts of snow in the Sierra Nevada; and

WHEREAS on January 4, 2023, I proclaimed a State of Emergency to exist in California as a result of severe winter storms related to an atmospheric river event beginning on December 27, 2022; and

WHEREAS on March 1, March 8, March 12, March 14, March 28, April 20, May 15, and June 16, 2023, I proclaimed a State of Emergency to exist in 53 counties, cumulatively, as a result of a series of winter storms that initially struck California beginning in late February and continue to significantly impact the counties identified in my Proclamations; and

WHEREAS on April 21, May 10, July 8, and October 19, 2021, I proclaimed States of Emergency to exist due to drought conditions, and on February 13, 2023, I issued Executive Order N-3-23 and on March 10, 2023, I issued Executive Order N-4-23, to address evolving drought conditions due to the 2022-2023 Winter Storm Events and mitigate flooding by facilitating groundwater recharge; and

WHEREAS on March 31, 2023, I issued Executive Order N-6-23 to bolster the emergency response to the 2022-2023 Winter Storm Events, particularly in the Tulare Lake Basin that continues to be affected by historic flooding; and

WHEREAS on May 17, 2023, and on June 16, 2023, I issued Executive Order N-7-23 and N-9-23, respectively, to further bolster the emergency response to the 2022-2023 Winter Storm Events, in both the San Joaquin River and the Tulare Lake Basins; and

WHEREAS there remains a need for removal of floating vegetation and debris throughout impacted counties, including stretches of the Salinas River mainstem and tributaries, stretches of the Pajaro River mainstream and tributaries, and coastal streams along the Central Coast region from Santa Cruz County to Ventura County, and that removal must expeditiously occur before the next rainy season begins in fall 2023 in order to mitigate the risk of additional flooding and allow for continued recovery efforts; and

WHEREAS emergency repairs, debris removal, sediment removal, and vegetation management within waters of the United States are subject to federal approvals from the U.S. Army Corps of Engineers pursuant to section 404 of the federal Clean Water Act (33 U.S.C. § 1344), and the State Water Resources Control Board (Water Board) has previously issued state water quality certifications corresponding to the Corps Regional General Permits 8, 5, or 63 for Repair and Protection Activities in Emergency Situations and the Nationwide Permit 3 for Maintenance Part (a) for repair, rehabilitation, or replacement of structure of fill (collectively Emergency or Repair Corps Orders), which provide a

pathway for emergency activities in many instances (hereinafter referred to as Water Board Emergency or Repair 401 Certification Orders); and

WHEREAS under the provisions of Government Code section 8571, I find that strict compliance with various statutes and regulations specified in this Order would prevent, hinder, or delay the mitigation of the effects of the 2022-2023 Winter Storm Events.

NOW, THEREFORE, I, GAVIN NEWSOM, Governor of the State of California, in accordance with the authority vested in me by the State Constitution and statutes, and in particular, Government Code sections 8567, 8571, and 8627, do hereby issue the following Order to become effective immediately:

IT IS HEREBY ORDERED THAT:

1. All provisions contained in the above-referenced Proclamations of a State of Emergency and Executive Orders shall remain in full force and effect, except as modified or withdrawn in subsequent proclamations and orders.
2. To protect health, safety, and the environment, and to reduce the risks of local catastrophic flooding, with respect to activities that take place in the San Joaquin River and tributaries, the Tulare Lake Basin and tributaries, including, but not limited to, the Kings, Tule, Kaweah, and Kern Rivers, the Salinas River and tributaries, the Pajaro River and tributaries, and other coastal streams between the Pajaro River (Santa Cruz/Monterey/San Benito Counties), to and including the Ventura River (Santa Barbara/Ventura County), but excluding tributaries to such other coastal streams, the following are suspended, subject to the conditions in Paragraphs 3 and 4, as applicable:
 - a. Chapter 6 (commencing with section 1600) of Division 2 of the Fish and Game Code, and regulations adopted pursuant to that Chapter.
 - b. Certain statutes, rules, and requirements applicable to activities under the jurisdiction of the Water Board and the California Regional Water Quality Control Boards (Regional Water Boards) as follows:
 - i. For an activity in a water of the United States that receives an authorization by the U.S. Army Corps of Engineers pursuant to section 404 of the Clean Water Act, any enrollment criteria that may limit the permitting of the activity under a Water Board Emergency or Repair 401 Certification Order, including criteria limiting the scope to only the Emergency or Repair Corps Orders, conditioned on compliance with all other provisions set forth in the relevant Water Board Emergency or Repair 401 Certification Order.

- ii. For an activity not covered by paragraph 2.b.i, sections 13260 and 13263 of the Water Code, and regulations adopted pursuant to those sections.
 - c. Division 13 (commencing with section 21000) of the Public Resources Code, and regulations adopted pursuant to that division.
- 3. The suspensions in Paragraph 2 apply only to (i) the repair or replacement of existing levees, weirs, and other conveyance and flood-control infrastructure, (ii) debris removal, (iii) sediment removal, and (iv) vegetation management, provided that the activity meets all of the following conditions, as applicable:
 - a. The activity is necessary to respond to conditions caused by the 2022-2023 Winter Storm Events and is necessary to avoid future damage from high streamflow events in the upcoming rainy season.
 - b. Removal of sediment or vegetation or both serves to either reestablish a functional low flow channel or reestablish channel capacity, or clear sediment and debris from the river channel near structures such as bridges.
 - c. Removal of sediment or vegetation or both is carried out in a manner that (i) does not involve excavation resulting in the establishment of a new low flow channel that did not exist prior to the 2022-2023 Winter Storm Events, (ii) maintains the natural contour of the stream, (iii) maintains the downstream slope of the stream flow line, and (iv) does not impede fish passage or cause fish stranding.
 - d. Removal of sediment or vegetation or both is limited to portions of the channel that are dry.
 - e. No more than 30% of the total native vegetation within the stream channel and bank is removed from each river mile.
 - f. Levees are either set back from their previous location (increasing channel capacity) or are rebuilt as configured prior to the 2022-2023 Winter Storm Events.
 - g. The activity does not involve disposal or placement of flood-delivered sediments into waters of the state or at locations or in a manner where sediments may be washed into waters of the state by rainfall or runoff.
 - h. The activity minimizes impacts to beneficial uses of the water body.
 - i. The activity is completed by November 1, 2023.
- 4. The suspensions in Paragraph 2.b.ii apply only if the activity meets all of the following further conditions:

- a. The project proponent shall provide notice to the appropriate Regional Water Board as early as possible, and no less than forty- eight (48) hours prior to initiating the project, that includes the scope and location of the activity, a description of the infrastructure, debris, sediment, and vegetation conditions relevant to the activity, with representative photos, and, as applicable, a description of how the activity serves to establish a functional low flow channel or reestablish channel capacity.
- b. Following any accidental discharge of a reportable quantity of a hazardous material (as defined in Health and Safety Code section 25501), sewage, or an unknown material, the project proponent shall follow the notification and reporting procedures set forth in condition A.3.c of Water Quality Order No. 2019-0044-Exec Clean Water Act Section 401 Water Quality Certification and Order.
- c. The activity shall be undertaken so as to avoid causing a violation of any applicable water quality standards, including impairment of designated beneficial uses for receiving waters, as adopted in any applicable Regional Water Board or Water Board water quality control plan or state policy for water quality control, but in the event of a violation of water quality standards, the project proponent shall eliminate the source of any such discharge as soon as practicable. Water diversion activities must not result in the degradation of beneficial uses or exceedances of water quality objectives of any of the receiving waters. Any temporary dam or other constructed obstruction must only be built from materials that will cause little or no siltation (e.g., clean gravel). Normal flows must be restored to the affected water immediately upon completion of work at that location.
- d. If there is a violation of a water quality standard, the project proponent shall notify the applicable Regional Water Board of any event causing a violation of compliance with water quality standards. Notification may be via telephone, e-mail, delivered written notice, or other verifiable means. This notification must be followed within three (3) working days by submission of a written report that includes the cause of the violation; the location shown on a map; and the period of the noncompliance including exact dates and times. If the noncompliance has not been corrected, include: the anticipated time it is expected to continue; the steps taken or planned to reduce, eliminate, and prevent reoccurrence of the noncompliance; and any monitoring results.
- e. If surface water is present, the project proponent shall conduct continuous visual surface water monitoring to detect accidental discharge of construction-related pollutants (e.g., oil and grease, turbidity plume, or uncured concrete).

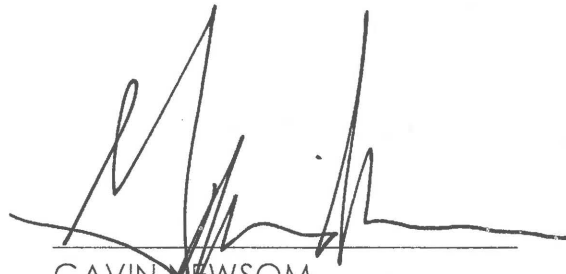
- f. The project proponent shall keep all repairs and construction to the minimum necessary to alleviate the emergency caused by the 2022- 2023 Winter Storm Events and limited to in-kind replacement or refurbishment of on-site features, although the project may undertake minor upgrading if bioremediation or other environmentally sensitive solutions are used.
 - g. The project proponent shall implement effective best management practices to control erosion and runoff from areas associated with the activity, including access roads. All areas of temporary impacts and all other areas of temporary disturbance that could result in a discharge or a threatened discharge to waters of the U.S. and/or state must be restored. Restoration must include grading of disturbed areas to pre-project contours and revegetation with native species.
 - h. Notification of completion, including representative photos showing completion, shall be submitted to the appropriate Regional Water Board within 30 days of completion of the activity.
- 5. To support adequate state staffing for all state agencies assigned response and/or recovery role related to the 2022-2023 Winter Storm Events in coastal streams including and between the Pajaro River (Santa Cruz/Monterey/San Benito Counties) and the Ventura River (Santa Barbara/Ventura County), consistent with applicable federal law, work hour limitations for retired annuitants, permanent and intermittent personnel, and state management and senior supervisors are suspended. Furthermore, reinstatement and work hour limitations in Government Code sections 21220, 21224(a), and 7522.56(b), (d), (f), and (g), and the time limitations in Government Code section 19888.1 and California Code of Regulations, title 2, sections 300-303 are suspended. All other restrictions must be adhered to for retired annuitants. The Director of the California Department of Human Resources must be notified of any individual employed in state government pursuant to these suspensions. The suspension of statutes identified in this Paragraph shall also apply to local governments, as applicable, to ensure adequate staffing to appropriately respond to the damage from the 2022-2023 Winter Storm Events in coastal streams including and between the Pajaro River (Santa Cruz/Monterey/San Benito Counties) and the Ventura River (Santa Barbara/Ventura County). Local governmental agencies shall notify the California Public Employees' Retirement System of any individual employed by an agency pursuant to this Paragraph.
- 6. The limitation for the period of employment for State Personnel Board emergency appointments, as provided in Government Code section 19888.1, is suspended for positions required for emergency response and/or recovery operations related to the 2022-2023 Winter Storm Events in coastal streams including and between the Pajaro River (Santa Cruz/Monterey/San Benito Counties) and the Ventura River (Santa Barbara/Ventura County). The requirements

and period of employment for such appointments will be determined by the Office of Emergency Services but shall not extend beyond the termination date of the State of Emergency.

I FURTHER DIRECT that as soon as hereafter possible, this Order be filed with the Office of the Secretary of State and that widespread publicity and notice be given to this Order.

This Order is not intended to, and does not, create any rights or benefits, substantive or procedural, enforceable at law or in equity, against the State of California, its agencies, departments, entities, officers, employees, or any other person.

IN WITNESS WHEREOF I have hereunto set my hand and caused the Great Seal of the State of California to be affixed this 4th day of August 2023.

A handwritten signature in black ink, appearing to read 'Gavin Newsom', is written over a horizontal line.

GAVIN NEWSOM
Governor of California

ATTEST:

SHIRLEY N. WEBER, PH.D.
Secretary of State



FEMA

Congressional Affairs Division
202-646-4500

STATE OF CALIFORNIA

FEDERAL DISASTER DECLARATION FACT SHEET

APRIL 3, 2023

Today, April 3, 2023, President Joseph R. Biden Jr., granted a Major Disaster Declaration for the State of California triggering the release of Federal funds to help individuals and communities recover from Severe Winter Storms, Straight-line Winds, Flooding, Landslides, and Mudslides that occurred February 21, 2023, and continuing. Details of the disaster declaration and assistance programs are as follows:

Declaration Number:	FEMA-4699-DR
Incident:	Severe Winter Storms, Straight-line Winds, Flooding, Landslides, and Mudslides
Incident Period:	February 21, 2023, and continuing
Federal Coordinating Officer:	Andrew F. Grant National FCO Program
Individual Assistance (IA):	(Assistance to individuals and households):
IA-Designated Counties:	Kern, Mariposa, Monterey, San Benito, Santa Cruz, Tulare, and Tuolumne Counties.
Public Assistance (PA):	(Assistance for emergency work and the repair or replacement of disaster-damaged facilities):
PA-Designated Counties:	Calaveras, Los Angeles, Monterey, and Tulare Counties.
Hazard Mitigation (HM):	(Assistance for actions taken to prevent or reduce long term risk to life and property from natural hazards):

HM-Designated Areas:

All areas in the State of California are eligible to apply for assistance under the Hazard Mitigation Grant Program.

OTHER:

Additional designations may be made at a later date if requested by the state and warranted by the results of further damage assessments.

###



LICENSE NUMBER	1221
----------------	------

LICENSE TO USE STATE MILITARY PROPERTY

BETWEEN

CALIFORNIA MILITARY DEPARTMENT

AND

The City of Porterville

FOR

USE OF READINESS CENTER IMPROVEMENTS AND GROUNDS

This AGREEMENT, dated for reference the 10th day of April 2023, by and between the California Military Department (CMD), hereinafter called STATE, and the City of Porterville, 291 North Main Street, Porterville, CA 93257, hereinafter called LICENSEE, without distinction as to number or gender, and effective upon execution by STATE. STATE and LICENSEE are sometimes referred to individually as a "party" or collectively as the "parties".

RECITALS

WHEREAS, the STATE has under its jurisdiction, certain real property known as the Porterville armory, located at 29 N. Plano St. Porterville, CA 93257, hereinafter called PREMISES, identified in **Exhibit "B"**, consisting of one (1) page and attached hereto and incorporated herein by this reference.; and,

WHEREAS, it is essential that STATE have a secure facility and surrounding grounds; and,

WHEREAS, PREMISES may be made available to meet the needs of the local civil authority when not required to meet immediate operational requirements;

NOW THEREFORE, STATE and LICENSEE agree as follows:

WITNESSETH

I.

GENERAL PROVISIONS

1. AGREEMENT is for non-exclusive weekday or weekend use throughout the license term.
2. Upon declaration of emergency by the STATE or federal government, STATE reserves the right to reoccupy PREMISES, including all parking areas, with twenty-four (24) hours written or electronic (voice or email) notice to LICENSEE at the notification address/number below.

3. PREMISES will not be available during the following drill periods: n/a
4. LICENSEE shall comply with all applicable statutes, laws, ordinances and rules or regulations adopted by the Federal, State or any City, City and County, County or other body politic pertaining to use of said premises or any provisions of the License.
5. LICENSEE shall comply with such reasonable rules and regulations as may be prescribed by STATE for the reasonable use and occupation of State Facilities.
6. LICENSEE understands and agrees the California Legislature may impose additional restrictions, limitations or conditions affecting AGREEMENT provisions or terms; however, any such changes become effective no sooner than 30 days after the legislature has acted.
7. This agreement shall not be assigned or sublet or otherwise encumbered, in whole or in part, without STATE'S prior written consent.
8. STATE shall supply PREMISES with utilities, the nominal cost of which is included in the use fee. Section VI (FEES), item #5 addresses extraordinary utility use and payment.
9. LICENSEE shall have use of the offices, storage areas, drill floor, latrines, showers, parking areas for placement of storage containers (if required), and kitchen counters solely for food preparation or distribution (no oven or stove top use). All food will be stored and surfaces cleaned on a daily basis when shelter operations are underway.
10. STATE is not responsible for losses or damage to personal property, equipment or materials of LICENSEE, its employees, agents or clients. LICENSEE shall report to STATE all losses immediately upon discovery.
11. LICENSEE shall not drive any nails, tacks, pins or other objects into the walls, ceilings, partitions, windows, woodwork, or any other part of PREMISES, nor in any manner move or change any fixture, nor make any alterations to PREMISES without STATE'S prior written consent.
12. Upon completion of use, LICENSEE shall remove all decorations, display, signs, and equipment on PREMISES.
13. Upon license expiration, LICENSEE will surrender PREMISES to STATE with appurtenances and fixtures in good order, condition, and repair, reasonable use and wear thereof, or Acts of God excepted.
14. LICENSEE shall not permit any alcoholic beverage to be offered for sale, stored, given away or otherwise disposed or consumed on any part of PREMISES, nor shall LICENSEE permit any use of tobacco products on any part of PREMISES or within twenty (20) feet of entrances, doorways or opening windows, except in a sufficiently distanced controlled area under LICENSEE supervision.
15. LICENSEE acknowledges PREMISES may not be fully ADA compliant and agrees to implement or improve, at its sole cost and expense, those necessary compliance measures required for the duration of its use. Furthermore, LICENSEE agrees to provide any and all required temporary emergency lighting required by State, County or City laws or ordinances.

II.

AUTHORIZED ACTIVITIES

1. LICENSEE is authorized to use PREMISES to provide temporary shelter and/or health and medical services to homeless citizens of the community.
2. LICENSEE may provide on-site program management through either LICENSEE employees, agents or volunteers or through contracted services.
3. LICENSEE agrees to clean PREMISES removing all litter, trash, cans, bottles, etc. from PREMISES after each use period, but not less than once per day.
4. LICENSEE shall provide janitorial services, whether from a licensed contractor or qualified civil service employee(s), to clean and sanitize the armory, including restrooms, showers, and drill floor, according to standards set forth in **Exhibit "F"**, made a part hereof by this reference. If civil service employees will not fulfill janitorial services, LICENSEE shall provide STATE a copy of the janitorial contract before commencement of licensed use.
5. The armory facility will be available twenty-four (24) hours each day unless otherwise approved by the STATE for extended periods during inclement weather conditions.
6. LICENSEE shall provide on PREMISES one hour before shelter opening until one hour after lights-out in the evening no less than one (1) appropriately licensed (guard card) and easily identifiable uniformed security officer. The security officer shall have access to a telephone, provided by LICENSEE, for contacting the appropriate law enforcement agency, should it become necessary. LICENSEE is responsible for protecting patrons, agents and invitees from acts of third parties, and agrees to notify STATE and appropriate law enforcement agencies as required.
7. Uniformed security personnel will check (search) each client for weapons and drug paraphernalia before any client may enter, or reenter the armory. On-site supervising soldiers are not security personnel and WILL NOT assist with weapon checks or other security-related actions; however, they will observe security inspections.
8. Security personnel will notify the military site supervisor or, if one is not available, the Area Coordinator or the STATE Program Manager before leaving PREMISES. A copy of the security contract will be due to the STATE before the license term begins.
9. Consistent with GC 15301.3(e), LICENSEE shall provide STATE a schedule of nightly shelter visits by law enforcement officers of the local jurisdiction within which the armory is located.
10. Any damage to PREMISES will be inspected by STATE representatives (CMD Area Coordinator) and LICENSEE to determine the character and extent of damage (with photographs). Repairs should be completed within twenty-four (24) hours if an emergency or seventy-two (72) hours if urgent.
11. The STATE Area Coordinator will contract for necessary repair or restoration services using appropriate state or federal guidance, while coordinating and collaborating closely with LICENSEE. LICENSEE may not undertake repairs or restoration using its own forces or contract services without the prior written

consent of STATE'S Area Coordinator.

12. Within thirty (30) days of being presented a demand (invoice) for payment, LICENSEE shall make STATE whole for the cost of repairing or restoring any improvement or utility damaged as a result of PREMISES shelter use. If significant plumbing issues occur due to repeated latrine clogging by clients, the LICENSEE will provide, at its sole cost or expense, portable latrines for the duration of the contract.
13. LICENSEE shall take all necessary steps to ensure shelter clients do not constitute a nuisance in the immediate vicinity of PREMISES during hours of shelter operation. If at any time the STATE is dissatisfied with the LICENSEE efforts, the LICENSEE and STATE shall meet to explore means and methods of compliance.
14. LICENSEE is solely responsible for supplying consumables including, but limited to cleaning or sanitizing supplies and equipment, liquid soap, paper towels, and toilet paper. LICENSEE affirms the County Health Department shall provide regular health screenings and consultation on sanitation issues as required or as otherwise requested.
15. The ONLY animals allowed inside PREMISES are service animals as defined in Section XIV below. Client pets or any other animal not meeting the definition of service animal must remain outside PREMISES at all times.
16. LICENSEE shall conform to the guidance and recommendations for tuberculosis prevention outlined in "*Preventing Tuberculosis (TB) in Homeless Shelters: A Guide for Preventing and Controlling TB and other Aerosol Transmissible Diseases in Los Angeles County Facilities*", included as **Exhibit "C"** herein and by this reference made a part hereof.
17. LICENSEE shall at all times conform to local or state (Governor's) orders for preventing COVID-19 infection by mandating mask wearing and organizing the site to conform to physical distancing requirements.
18. Before clients may park their vehicle in PREMISES parking area, LICENSEE shall ensure each has a valid vehicle registration and current insurance coverage.
19. Vehicles parked on PREMISES without appropriate approval shall be towed away by STATE's order and at LICENSEE's risk and expense.

III.

NOTIFICATION

All notices or other communications required or permitted hereunder shall be in writing, and shall be personally delivered (including by means of professional messenger service) or sent by overnight courier, or sent by registered or certified mail, postage prepaid, return receipt requested to the addresses set forth below. All such notices or other communications shall be deemed received upon the earlier of (i) if personally delivered or sent by overnight courier, the date of delivery to the address of the person to receive such notice, (ii) if mailed as provided above, on the date of receipt or rejection, when received by the other party if received Monday through Friday between 6:00 a.m. and 5:00 p.m. Pacific Standard Time. so long as such day is not a State or Federal holiday and otherwise on the next day provided that if the next day is Saturday, Sunday, or a state or federal holiday, such notice shall be effective on the following business day.

To LICENSEE:

City of Porterville
Attn: City Manager
291 North Main Street
Porterville, CA 93257
(559) 782-7466

To STATE:

California Military Department
9800 Goethe Road, Box 18
Sacramento, CA 95826
(916) 854-3788

PROGRAM MANAGER:

SSG Monica Estrada
(916) 541-8160

Notice of change of address or telephone number shall be given by written notice in the manner described in this section. LICENSEE is obligated to notice State offices listed above and the failure to provide notice to do so shall constitute a lack of notice. Nothing contained herein shall preclude the giving of any such notice by personal service.

IV.

INSURANCE REQUIREMENTS

LICENSEE is a public entity, which is self-insured and will be responsible for any damage caused to PREMISES. Additionally, LICENSEE shall indemnify STATE against any injuries caused by use of PREMISES. LICENSEE has furnished the necessary Certificate of Self-Insurance, **Exhibit "D"** attached hereto and incorporated herein by this reference, demonstrating the required insurance coverage will be in effect during the complete term of AGREEMENT, and shall include, but not be limited to:

- Combined single limit liability of \$2,000,000, or
- Special event coverage with a limit of \$2,000,000, and
- A statement naming the United States, State of California, its officers, agents, employees, and servants as additional insured, but only with respect to the activities of the named insured.

V.

HOLD HARMLESS INDEMNIFICATION

The PREMISES are provided in "AS-IS" and "WITH ALL FAULTS" condition, and STATE and its employees, representatives and agents disclaim all warranties, expressed or implied, regarding the PREMISES, including, but not limited to, all implied warranties of merchantability or fitness for a particular purpose or compliance with Applicable Law. LICENSEES acknowledges and agrees that STATE and its employees, representatives and agents have made no representations or warranties for the PREMISES, including, without limitation, any representations or warranties regarding, (a) the condition or repair of the PREMISES, (b) whether such PREMISES are sufficient for the purposes of LICENSEE, or (c) whether the PREMISES comply with Applicable Laws (as defined below), including without limitation the Americans with Disabilities Act (ADA) or other accessibility laws, (d) whether there are any facts or conditions affecting the PREMISES that might, individually or in the aggregate, interfere with the use or occupancy of the

PREMISES or any portion thereof by LICENSEE.

The use of the PREMISES by LICENSEE shall be conclusive evidence that LICENSEE accepts the same "AS IS and WITH ALL FAULTS" and that the PREMISES are suited for the use intended by LICENSEE and are in good and satisfactory condition at the time such possession was taken. LICENSEE represents and warrants to STATE that (a) its sole intended use of the PREMISES is for temporary sheltering (the "Permitted Use") and (b) prior to using the PREMISES it has made such investigations as it deems appropriate with respect to the suitability of the PREMISES for its intended use and has determined that the PREMISES are suitable for such intended use.

LICENSEE shall comply with all applicable statutes, laws, ordinances and rules and regulations adopted by the Federal, State or any City, City and County, County or other body politic, including without limitation all building codes, the ADA or other accessibility laws ("Applicable Laws") and which pertains to use of the PREMISES or any provisions of the License, and will indemnify, defend and hold STATE free and harmless from and against any violations thereof and any and all liabilities, suits, causes of action, judgments, demands and claims for damages, including all reasonable costs of any litigation and attorney's fees and expenses, arising out or by reason of any such violation.

LICENSEE shall indemnify, defend and hold STATE its employees, representatives and agents free and harmless from and against any and all suits, causes of action, demands, proceedings, claims, damages, judgments, obligations liabilities, liens, fines, costs, and expenses (including, but not limited to, attorneys' fees and costs) (collectively "Losses") which arise from or are related to (a) use or occupancy of the PREMISES by LICENSEE or its Representatives, including, but not limited to, damage to property of any kind whatsoever and to whomsoever belonging, including LICENSEE, from any cause or causes whatsoever during the term of this License or any occupancy hereunder, holdover periods or any other occupancy of the PREMISES during the term of this License, except (i) those Losses that are ultimately determined by a court or administrative tribunal of competent jurisdiction to be caused by sole gross negligence of the STATE or its employees, or (ii) to the extent any such Losses are ultimately determined by a court or administrative tribunal of competent jurisdiction to be caused by the willful misconduct of the STATE or its employees; provided, however, any condition of the PREMISES that is found to be in violation of any Applicable Law by a court or administrative tribunal of competent jurisdiction shall not be deemed gross negligence or willful misconduct on the part of the STATE or its employees; (b) breach of LICENSEE'S obligations under the AGREEMENT, (c) negligence or other wrongful act by LICENSEE or its Representatives, (d) violation of Applicable Law by LICENSEE or its Representatives, (e) any allegation that the PREMISES do not comply with Applicable Law. "Representatives" means LICENSEE'S agents, employees, representatives, contractors, or any other person or persons acting within the direct control or authority of such party or its agents, employees, representatives or contractors.

VI.

FEES

1. The use fee is waived based on Services in Kind as per California Army National Guard Regulation 210-2 paragraph 9.
2. Extraordinary utility costs are waived during the term of this license.
3. Emergency 24 hour use of the facility is authorized through the request from the local Office of Emergency Services.

VII. TERM

License shall take effect no earlier than April 11, 2023 or upon execution by STATE, whichever is later, and shall expire no later than 0800 (8:00 A.M.) August 31, 2023.

VIII. AMENDMENT AND TERMINATION

AGEEMENT amendment or modification must be in writing and duly executed by the parties.

Either party may terminate AGEEMENT with 30 days written notification to the other at the addresses previously given. Upon termination, the activities of the parties shall be governed by the applicable provisions of the Military and Veterans Code. STATE is not obligated to reimburse LICENSEE any fees should it terminate this AGREEMENT before reaching its full term.

IX. ENTIRE AGREEMENT

AGREEMENT, along with any exhibits attached hereto, constitutes the entire covenant and understanding between STATE and LICENSEE for PREMISES. AGREEMENT supersedes all prior and contemporaneous routine activity agreements, representations or understandings, if any, whether oral or written.

X. DURATION & RENEWAL

AGREEMENT shall remain in effect through the termination date and will not be extended, but may be renewed annually subsequent to renegotiation required to protect the parties.

XI. RIGHT TO ENTER

During continuance in force of AGREEMENT, there shall be, and is hereby expressly reserved to STATE and to any of its contractors, agents, employees, representatives, or licensees, the right at any and all reasonable times, and any and all places to temporarily enter upon said PREMISES for inspection or other lawful STATE purposes.

XII. ENVIRONMENTAL LAWS AND REGULATIONS

LICENSEE must comply with all applicable local, State or Federal environmental provisions, requirements, ordinances, regulations or laws. AGREEMENT does not constitute any form of authorization, permit, or opinion with respect to the satisfaction thereof. LICENSEE agrees that it shall comply with all laws, federal, state, or local, existing during the term of this license pertaining to the use, storage, transportation, and disposal of any hazardous substance as that term is defined in such applicable law.

1. In the event STATE or any of its affiliates, successors, principals, employees, or agents should incur any liability, cost, or expense, including attorney's fees and costs, as a result of the LICENSEE'S illegal use, storage, transportation, or disposal of any hazardous substance, including any petroleum derivative, the LICENSEE shall indemnify, defend, and hold harmless any of these individuals against such liability.
2. Where the LICENSEE is found to be in breach of this Paragraph due to the issuance of a government order directing the LICENSEE to cease and desist any illegal action in connection with a hazardous substance, or to remediate a contaminated condition caused by the LICENSEE or any person acting under

LICENSEE'S direct control and authority, LICENSEE shall be responsible for all costs and expenses of complying with such order, including any and all expenses imposed on or incurred by STATE in connection with or in response to such government order.

XIII.

DEFAULT

LICENSEE shall make all required payments to the STATE without deduction, default or delay. In the event of the failure of LICENSEE to do so, or in the event of a breach of any of the other terms, covenants or conditions herein contained on the part of LICENSEE to be kept and performed, and if such default continues for a period of thirty (30) days after receipt of written notice from STATE to LICENSEE of such default, this License may, at the STATE'S sole discretion, be terminated.

In the event of termination of this License, it shall be lawful for STATE to reenter into and upon the PREMISES and every part thereof and to remove and store at LICENSEE's expense all property therefrom and to repossess and occupy the PREMISES. In the event STATE terminates this License pursuant to this Paragraph, the STATE shall not be required to pay LICENSEE any sum or sums whatsoever.

XIV.

SERVICE ANIMALS

Service Animal Defined by Title II and Title III of the ADA: (from the ADA National Network)

Under Title II and III of the ADA, service animals are **limited to dogs** individually trained to do work or perform tasks for the benefit of an individual with a disability, including a physical, sensory, psychiatric, intellectual, or other mental disability.

Emotional support animals, comfort animals, and therapy dogs are not service animals under Title II and Title III of the ADA. Other species of animals, whether wild or domestic, trained or untrained, are not considered service animals either. The work or tasks performed by a service animal must be directly related to the individual's disability. A doctor's letter does not turn an animal into a service animal.

Examples of animals fitting the ADA's definition of "service animal" because they have been **specifically trained to perform a task for the person with a disability:**

Guide Dog or Seeing Eye® Dog¹ is a carefully trained dog that serves as a travel tool for persons who have severe visual impairments or are blind.

Hearing or Signal Dog is a dog that has been trained to alert a person who has a significant hearing loss or is deaf when a sound occurs, such as a knock on the door.

Psychiatric Service Dog is a dog that has been trained to perform tasks that assist individuals with disabilities to detect the onset of psychiatric episodes and lessen their effects.

SigDOG (sensory signal dogs or social signal dog) is a dog trained to assist a person with autism. The dog alerts the handler to distracting repetitive movements common among those with autism, allowing the person to stop the movement (e.g., hand flapping).

Seizure Response Dog is a dog trained to assist a person with a seizure disorder. The dog may stand guard over the person during a seizure or the dog may go for help. A few dogs have learned to predict a seizure and warn the person in advance to sit down or move to a safe place.

While Emotional Support Animals or Comfort Animals are often used as part of a medical treatment plan as therapy animals, they are not considered service animals under the ADA. These support animals provide companionship, relieve loneliness, and sometimes help with depression, anxiety, and certain phobias, but do not have special training to perform tasks that assist people with disabilities and are not covered by federal laws protecting the use of service animals.

A public facility is not allowed to ask for documentation or proof a dog has been certified, trained, or licensed as a service animal. Staff on site may ask the following questions:

1. Is the dog a service animal required because of a disability?
2. What work or task has the dog been trained to perform?

No further questions should be asked regarding the disability or the animal, nor is it permissible to ask that the dog perform the task that grants it to be a service animal.

CONCURRENCE

INSTALLATION COMMANDER

DATE: _____

FOR THE ADJUTANT GENERAL

DATE: _____



CITY OF PORTERVILLE

DATE: 04/21/2023

**MEMORANDUM OF UNDERSTANDING FOR SHELTER SUPPORT
BETWEEN COUNTY OF TULARE AND CITY OF PORTERVILLE**

This Agreement, is effective as of April 11, 2023, (the "Agreement"), and is between The City of Porterville ("CITY"), a California municipal corporation, and the COUNTY OF TULARE, a political subdivision of the State of California ("COUNTY"), who agree as follows:

WHEREAS, CITY has entered into an arrangement with the California National Guard for use of the Armory space, with address of 29 N Plano St., Porterville, CA 93257 (the "Premises") for emergency shelter purposes; and

WHEREAS, COUNTY, along with its Health and Human Services Agency, desires to provide disaster relief support, including logistical support, shelter staffing, and meal support, solely for the purpose of the Premises being used as an emergency shelter in response to the March 2023 atmospheric river storms; and

WHEREAS, in order to provide said support, COUNTY is fully dependent upon the California Department of Social Services ("CDSS") fulfilling COUNTY'S request for logistical and funding support, of which COUNTY, upon receipt, will convey to CITY; and

WHEREAS, in the event that CDSS is unable to provide support, and/or CDSS or the American Red Cross is unable to provide operational support, COUNTY is unable to continue services alone and shall immediately terminate this Agreement; and

WHEREAS, COUNTY seeks to clarify the scope of services to be provided and set reasonable limits on the term of those services; and

WHEREAS, COUNTY agrees to provide, and CITY agrees to receive said services; and

WHEREAS, CITY opened the shelter on the Premises on April 11, 2023, and COUNTY began providing services as of April 11, 2023, and now seek to memorialize this exchange in writing;

NOW, THEREFORE, in consideration of the mutual promises and representations set forth herein, the parties agree as follows:

1. **SERVICES.** COUNTY agrees to provide at its own expense, and CITY agrees to receive services at the Premises pursuant to this Agreement. COUNTY shall provide 24 hour, or agreed operational period staffing at the Premises, in which COUNTY will provide logistical support, shelter staffing, and meal support in conjunction with the California Department of Social Services and/or the American Red Cross. COUNTY will additionally provide social assistance via case management services Monday through Friday, 8 AM to 5 PM. COUNTY shall also provide 24 hour security at the site (Collectively, the "Services"). The parties may agree in writing to a shorter operational period.

CITY shall provide animal care and shelter for residents of the Premises, including kennels and food. CITY shall be providing laundry, bathroom, and shower services for the residents of the Premises. Except for as otherwise specified in Section 8.c., CITY shall provide janitorial services for the Premises, which shall be regularly available daily, and shall be available upon an immediate needs basis. CITY shall keep on-call maintenance technician that is able to respond to immediate maintenance needs.

Services will be performed to the satisfaction of COUNTY for purposes of reimbursement of COUNTY by the State or Federal government.

2. **TERM.** The Services contemplated in Section 1 shall be from April 11, 2023, to May 5, 2023.

The County's provision of staffing and support services shall end at 12:00 noon, and the County's provision of security services shall end at 5:00 p.m., on Friday, May 5, 2023.

Additionally, the Parties agree that this Agreement will terminate pursuant to Section 19 of this Agreement upon the exit of the California Department of Social Services' support of staffing of the Services.

3. **CONSIDERATION.** CITY and COUNTY agree that the services provided to the public are adequate and good consideration for this Agreement, and no monetary compensation is required for this Agreement.

4. **USE.** Upon commencement of the term, COUNTY staff shall be entitled entry onto the Premises to provide the Services.

5. **AGREEMENT TO USE FACILITIES.** The use of the Premises is defined as follows:

- a. Use of the Premises 24 hours a day for sheltering evacuees and animals; and
- b. Any other use to which the parties mutually agree.

6. **ACCEPTANCE.** On the date that the COUNTY begins providing services at the Premises, the Premises shall be in good condition. COUNTY commencing services on the Premises on the effective date shall constitute COUNTY's acknowledgment that, to the best of their knowledge, the Premises is in good condition.

7. **USE.** COUNTY shall use the Premises and shall not use it in any manner that will constitute waste or nuisance.

8. **MAINTENANCE.**

- a. CITY will provide, at CITY's expense, all ongoing maintenance, preventative maintenance, repair, and upkeep of the Premises, including, but not limited to, the parking areas, sidewalks, grounds, building and improvements, and equipment and fixtures attached thereto.

b. CITY will be responsible for complying with all codes or laws requiring alterations, maintenance or restoration of the Premises and parking areas during the term of the AGREEMENT, at no cost to COUNTY, including all ADA Standards for Accessible Design requirements and codes requiring fire extinguishers or other fire suppression equipment and related signage.

c. CITY will be responsible for cleaning the restrooms. COUNTY will be responsible for any cleaning or sanitization of rooms used, waiting rooms, and door handles.

d. In case of emergency the parties will take immediate steps to protect persons and property, consistent with their respective roles and responsibilities under this AGREEMENT. The CITY maintains responsibility to provide COUNTY with a facility that is fit for the purpose and intent of the AGREEMENT. If necessary repairs are brought to the CITY's attention by COUNTY, CITY will make repairs within the next ten (10) days. If the CITY does not take the necessary steps, COUNTY will have the right to repair and to be reimbursed by CITY.

9. **ALTERATIONS.** COUNTY shall not make any structural or exterior alterations to the Premises without CITY's or the California National Guard's consent; however, COUNTY shall have the right without cost to the CITY to make, with CITY's prior written consent, nonstructural alterations to the interior of the Premises that COUNTY requires in order to conduct its operations on the Premises, so long as those alterations are not prohibited by the terms and conditions of the CITY'S License Agreement with the California Military Department.

Upon termination of the AGREEMENT, if COUNTY is not then in default of any of the provisions of this AGREEMENT, COUNTY shall have the right to remove from the Premises immediately before the termination of the AGREEMENT, or within ten (10) days thereafter, any alterations COUNTY has made to the Premises, as long as the removal will not cause any structural

damage to the Premises, and COUNTY at its cost promptly restores any damage caused by the removal.

10. **UTILITIES.** CITY, in conjunction with the California National Guard, shall make all arrangements for, and pay for, all utilities and services furnished or to be used by COUNTY, including, without limitation, gas, electricity, water, sewer, trash, and for all connection charges, therefore. CITY and the California National Guard shall provide all fire extinguishers and related signs.

11. **INDEMNITY.** To the fullest extent permitted by law, CITY will hold harmless, defend and indemnify COUNTY and its officers, agents, volunteers, contractors, and employees from and against any liability, claims, actions, costs, damages, losses and expenses for injury, including without limitation, death of any person or damage to any property, including damage to animals; enforcement actions under California Prevailing Wage laws with respect to work done by CITY, or under other applicable statute or ordinance; or resulting from CITY's or CITY's agents', employees', contractors', or invitees' negligent or intentionally wrongful acts or omissions with respect to the Premises. CITY's obligation will continue beyond the expiration or termination of this Agreement as to any act or omission which occurred during the term of this AGREEMENT, or any renewal or holdover period. This indemnification provision will survive the termination of this AGREEMENT.

To the fullest extent permitted by law, COUNTY will hold harmless, defend and indemnify CITY and its officers, agents, volunteers, contractors, and employees from and against any liability, claims, actions, costs, damages, losses and expenses for injury, including without limitation, death of any person or damage to any property, including damage to animals; enforcement actions under California Prevailing Wage laws with respect to work done by COUNTY, or under other applicable statute or ordinance; or resulting from COUNTY's or COUNTY's agents', employees', contractors', or invitees' negligent or intentionally wrongful acts or omissions with

respect to the Premises. COUNTY's obligation will continue beyond the expiration or termination of this Agreement as to any act or omission which occurred during the term of this AGREEMENT, or any renewal or holdover period. This indemnification provision will survive the termination of this AGREEMENT.

12. **INSURANCE.** CITY acknowledges and agrees that COUNTY is a self-insured entity and waives any requirement that COUNTY procure and/or maintain insurance of any kind, including liability and/or fire/extended coverage insurance. COUNTY acknowledges and agrees that CITY is a self-insured entity and waives any requirement that CITY procure and/or maintain insurance of any kind, including liability and/or fire/extended coverage insurance.

13. **DESTRUCTION.** In the event the Premises, or the building in which the Premises is located, is totally or partially destroyed by fire, earthquake, flood, or other casualty so as to render such property unfit for occupancy, in whole or in part, and that if it should reasonably appear that CITY cannot or will not restore or repair the Premises within ten (10) days from the date of such damage, either party shall be entitled to terminate the Agreement by giving the other party notice in writing of intention to so terminate ten (5) days before the proposed date of termination.

14. **CONDEMNATION.** If, during the AGREEMENT Term, there is any taking by condemnation of all or part of the building, other improvements, or land of which the Premises are a part, or any interest in the AGREEMENT, the rights and obligations of the parties shall be determined as follows:

a. If the Premises are totally taken by condemnation, the AGREEMENT shall terminate on the date of the taking;

b. If any portion of the Premises is taken by condemnation the AGREEMENT shall remain in effect, except that COUNTY may elect to terminate the AGREEMENT by giving notice of same within five (5) days of the date of the taking.

15. **ASSIGNMENT.** COUNTY shall not assign or encumber its interest in the AGREEMENT, all or any part of the Premises, without the consent of CITY, which consent may be withheld at CITY's absolute discretion.

16. **SIGNS.** COUNTY may not install, or permit any other person to install, any sign, awning, canopy, marquee or other advertising on any exterior wall, door, or window on the Premises.

17. **PARTIES'S ENTRY ON PREMISES.** The parties and their authorized representatives shall have the right to enter the Premises at all reasonable times.

18. **REMOVAL OF PERSONAL PROPERTY.** On expiration or other termination of the AGREEMENT, COUNTY shall remove all its personal property and shall perform all restoration made necessary by the removal of any alterations, fixtures, or signs.

19. **TERMINATION.** Either party may terminate this Agreement for cause upon fifteen (15) days' prior written notice to the other party. For purposes of this section, "cause" shall be defined as the failure of either party to remedy any material breach of the AGREEMENT within three (3) days' written notice of the breach. No material breach will be found for issues that this contract already provides a remedy for, so long as those remedies are timely undertaken.

COUNTY, may immediately terminate this Agreement upon written notice should the expenses associated with the Services be deemed to be non-reimbursable by the Federal Government or California State Government, as COUNTY will not be able to fund the scope of the Services considered in this Agreement without Federal or State reimbursement. Written notice of such determination of non-reimbursability shall be communicated by COUNTY to CITY as soon as possible.

COUNTY may immediately terminate this Agreement upon written notice should operational support from CDSS or the American Red Cross ceases, as COUNTY will not be able to provide such support on its own. This written notice shall be communicated by COUNTY to CITY as soon as possible.

COUNTY, as required by the Federal Emergency Management Agency ("FEMA") contract provisions, may terminate this Agreement without cause and shall provide CITY with seven (7) days written notice of the termination of this Agreement without cause.

20. **SUCCESSORS.** This Agreement shall be binding on, and inure to, the benefit of the parties, their successors and assigns, except as otherwise limited by this Agreement.

21. **NOTICE.** Any notice, demand, request, consent, approval or other communication required or permitted under this Agreement shall be in writing and must be either delivered in person or sent by certified mail, postage prepaid, to the follow addresses:

COUNTY: Board of Supervisors
County of Tulare Administration Building
2800 W. Burrel
Visalia, CA 93291
w/Copy to: Tulare County Office of Emergency Services
Attn: Andrew Lockman
5957 S. Mooney Blvd.
Visalia, CA 93277

CITY: John Lollis
291 N Main St,
Porterville, CA 93257

Notice shall be deemed communicated four (4) days from the time of mailing as provided in this section.

22. **ACCESS TO RECORDS.** The following access to records requirements apply to this AGREEMENT: a. The parties agree to provide each other, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to

any books, documents, papers, and records of the CITY and COUNTY which are directly pertinent to this AGREEMENT for the purposes of making audits, examinations, excerpts, and transcriptions.

b. The CITY agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

c. The CITY agrees to provide the FEMA Administrator, or their authorized representatives, access to the Premises or other sites pertaining the scope of this AGREEMENT.

d. In compliance with the Disaster Recovery Act of 2018, the COUNTY and the CITY acknowledge and agree that no language in this AGREEMENT is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

23. DEBARMENT AND SUSPENSION. CITY certifies, by entering into this AGREEMENT, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from entering into this AGREEMENT by any federal agency or by any department, agency or political subdivision of the State of California. The term "principal" for purposes of this Contract means an officer, director, owner, partner, key employee, or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of CITY. The CITY also further certifies that it has verified the suspension and debarment status for all sub-contractors receiving funds under this AGREEMENT and is solely responsible for any paybacks and or penalties that might arise from non-compliance.

24. CHANGES. CITY and COUNTY, together the "Parties" agree that any changes made to this AGREEMENT must be formal written Agreement in the form of a Change Order to this AGREEMENT. Any Change Order must be submitted by the requesting party by at least seven

(7) days written notice to the other Party. Both the CITY and COUNTY must agree, in writing, to any changes to this AGREEMENT.

25. DEPARTMENT OF HOMELAND SECURITY SEALS/LOGOS. The CITY shall not use the Department of Homeland Security ("DHS") seal(s), logos, crests, or reproduction of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

26. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS. CITY acknowledges that FEMA financial assistance will be used to fund all or a portion of the AGREEMENT. CITY shall comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

27. NO OBLIGATION BY FEDERAL GOVERNMENT. The Federal Government is not a party to this AGREEMENT and is not subject to any obligation or liabilities to the COUNTY, CITY, or any other party pertaining to any matter resulting from this AGREEMENT.

28. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. CITY acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statement) applies to the CITY's actions pertaining to this AGREEMENT.

29. DISASTER SERVICE WORKERS. Emergency management personnel provided under this AGREEMENT are public employees, who during disaster situations, are declared under California Government Code section 3100, to be Disaster Service Workers. Work-related injuries will be handled by providing agency/jurisdiction under Worker's Compensation. Emergency management personnel must immediately report any injury suffered while deployed, to their assigned supervisor and home agency. Further, emergency management personnel provided by the CITY under this Agreement are Disaster Service Workers and employees of the CITY, and as such are provided the immunities, protections, and benefits of Disaster Service Workers, as provided in the California Emergency Services Act and other applicable law. Each

party shall defend, indemnify, and hold the other party, its officials, officers, employees, agents, and volunteers, harmless from and against any and all liability, loss, expense (including reasonable attorney's fees), or claims for injury or damage arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damage are caused by or result from the negligent or intentional acts or omissions of the indemnifying party, its officials, officers, employees, agents, or volunteers.

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

31. **INTEGRATION.** This instrument contains all the Agreements of the parties relating to the Premises and cannot be modified or amended except by a subsequent Agreement in writing.

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

33. **GOVERNING LAW.** This Agreement will be interpreted and governed under the laws of the State of California without reference to California conflicts of law principles.

34. **HEADINGS.** Paragraph headings are provided for organizational purposes only and do not in any manner affect the scope, meaning or intent of the provisions under the headings.

35. **INTERPRETATION.** This Agreement reflects the contributions of both parties and accordingly the provisions of Civil Code Section 1654 shall not apply to address and interpret any uncertainty.

36. CONFLICT WITH LAWS OR REGULATIONS; SEVERABILITY. This Agreement is subject to all applicable laws and regulations. If any provision of this Agreement is found by any court or other legal authority, or is agreed by the parties, to be in conflict with any code or regulation governing its subject, the conflicting provision will be considered null and void. If the effect of nullifying any conflicting provision is such that a material benefit of the Agreement to either party is lost, the Agreement may be terminated at the option of the affected party. In all other cases the remainder of the Agreement will continue in full force and effect.

37. AUTHORITY. Each person executing this Agreement on behalf of a party represents and warrants that such person is duly and validly authorized to do so on behalf of the entity it purports to bind, and if such party is a partnership, corporation or trustee, that such partnership, corporation or trustee has full right to enter into this Agreement and perform all of its obligations hereunder.

38. COUNTERPARTS. This Parties to this AGREEMENT may sign this AGREEMENT in counterparts, each of which is an original and all of which taken together form one single document. The counterparts of this AGREEMENT may be executed and delivered by facsimile or other electronic signature (including portable document format) by the Parties and the receiving Party may rely on the receipt of such document so executed and delivered

//

//

//

//

//

electronically or by facsimile as if the original had been received.

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

Date: _____

CITY OF PORTERVILLE

By: _____

John Lollis

City Manager

Approved as to form:

City Attorney

By: _____

**COUNTY
COUNTY OF TULARE**

By: _____

Jason T. Britt

Tulare County Emergency Services Director

Approved as to form:

County Counsel

By: A. Zahseen

Matter No. 2023359



Office of Emergency Services

5957 South Mooney Boulevard, Visalia, California 93277
(559) 624-7495 Telephone (559) 737-4692 Facsimile

April 14, 2023

Ms. Nancy Ward
Director, Governor's Office of Emergency Services
3650 Schriever Avenue
Mather, CA 95655

Dear Director Ward,

Tulare County appreciates the Office of Emergency Services' tireless work to support the response to and recovery from DR-4699 in our County and the surrounding region. Specifically, your negotiation of an ongoing incident period and the expeditious approval of individual assistance programs have been particularly valuable to the affected communities as we continue to recover from storm damages, repair distressed and weakened waterways, and prepare for the impending historic snowmelt runoff.

As current snow moisture content in local watersheds is estimated at over 300% of the historical average, total inflows to local reservoirs through April and July are expected to exceed three times the reservoir capacity. Local reservoir and waterway operators continue to aggressively release water at or near full capacity to make space for the anticipated inflows and prevent a return to spillway flows, while balancing needs of downstream operators to conduct emergency repairs. As a result, a number of homes, agricultural properties, and public spaces remain inundated with floodwater, and more homes may be affected because of the new snowmelt conditions. Specifically, we anticipate similar or worse conditions as a result of the snowmelt.

Tulare County is concerned that current sheltering for individuals affected by inundation and/or evacuation orders, including previously displaced individuals who remain under an evacuation order, may be limited in duration, especially during the current intervening period between storm and snowmelt-induced flooding incidents within the disaster.

Tulare County has entered into an agreement with the City of Porterville to maintain the last remaining emergency evacuation shelter site in the County. The California Department of Social Services and Volunteer Emergency Services Team have pledged support to provide staff and services for only two weeks at this shelter. Forty Tulare County residents who have been displaced due to flood activities are staying at this site. Because the support from CDSS and VEST is limited, the County is concerned that it may not be able to continually fund and staff the ongoing shelter projects. Our concern is the ongoing financial and logistical burden to the County and the incorporated cities therein.

As we are sure that you are aware, emergency protective measures, flood control activities, and damage assessments are being conducted because of the flood conditions in Tulare County. These efforts go hand-in-hand with ensuring that County residents are safe,



Office of Emergency Services

5957 South Mooney Boulevard, Visalia, California 93277
(559) 624-7495 Telephone (559) 737-4692 Facsimile

fed, and warm. The State's cooperation in keeping funding and support from the Department of Social Services and VEST beyond the initial two weeks available for emergency sheltering of Tulare County Residents is vital. Your support in ensuring ongoing funding and logistical support for these critical emergency protective measures is greatly appreciated.

Sincerely,

A handwritten signature in black ink, reading "Andrew Lockman", with a stylized flourish at the end.

Andrew Lockman
Office of Emergency Services Manager



LICENSE NUMBER	1221
----------------	------

LICENSE TO USE STATE MILITARY PROPERTY

BETWEEN

CALIFORNIA MILITARY DEPARTMENT

AND

The City of Porterville

FOR

USE OF READINESS CENTER IMPROVEMENTS AND GROUNDS

This AGREEMENT, dated for reference the 10th day of April 2023, by and between the California Military Department (CMD), hereinafter called STATE, and the City of Porterville, 291 North Main Street, Porterville, CA 93257, hereinafter called LICENSEE, without distinction as to number or gender, and effective upon execution by STATE. STATE and LICENSEE are sometimes referred to individually as a "party" or collectively as the "parties".

RECITALS

WHEREAS, the STATE has under its jurisdiction, certain real property known as the Porterville armory, located at 29 N. Plano St. Porterville, CA 93257, hereinafter called PREMISES, identified in **Exhibit "B"**, consisting of one (1) page and attached hereto and incorporated herein by this reference.; and,

WHEREAS, it is essential that STATE have a secure facility and surrounding grounds; and,

WHEREAS, PREMISES may be made available to meet the needs of the local civil authority when not required to meet immediate operational requirements;

NOW THEREFORE, STATE and LICENSEE agree as follows:

WITNESSETH

I.

GENERAL PROVISIONS

1. AGREEMENT is for non-exclusive weekday or weekend use throughout the license term.
2. Upon declaration of emergency by the STATE or federal government, STATE reserves the right to reoccupy PREMISES, including all parking areas, with twenty-four (24) hours written or electronic (voice or email) notice to LICENSEE at the notification address/number below in Section III; "Notification".

3. LICENSEE shall comply with all applicable statutes, laws, ordinances and rules or regulations adopted by the Federal, State or any City, City and County, County or other body politic pertaining to use of said premises or any provisions of the License.
4. LICENSEE shall comply with such reasonable rules and regulations as may be prescribed by STATE for the reasonable use and occupation of State Facilities.
5. LICENSEE understands and agrees the California Legislature may impose additional restrictions, limitations or conditions affecting AGREEMENT provisions or terms; however, any such changes become effective no sooner than 30 days after the legislature has acted.
6. This agreement shall not be assigned or sublet or otherwise encumbered, in whole or in part, without STATE'S prior written consent.
7. STATE infrastructure shall supply PREMISES with utilities, but LICENSEE will transfer utility accounts into its name for payment: electric, sewer, water, refuse collection.
8. LICENSEE shall have use of the offices, storage areas, drill floor, latrines, showers, parking areas for placement of storage containers (if required), and kitchen counters solely for food preparation or distribution (no oven or stove top use). All food will be stored and surfaces cleaned on a daily basis when shelter operations are underway.
9. STATE is not responsible for losses or damage to personal property, equipment or materials of LICENSEE, its employees, agents or clients. LICENSEE shall report to STATE all losses immediately upon discovery.
10. LICENSEE shall not drive any nails, tacks, pins or other objects into the walls, ceilings, partitions, windows, woodwork, or any other part of PREMISES, nor in any manner move or change any fixture, nor make any alterations to PREMISES without STATE'S prior written consent.
11. Upon completion of use, LICENSEE shall remove all decorations, display, signs, and equipment on PREMISES.
12. Upon license expiration, LICENSEE will surrender PREMISES to STATE with appurtenances and fixtures in good order, condition, and repair, reasonable use and wear thereof, or Acts of God excepted.
13. LICENSEE shall not permit any alcoholic beverage to be offered for sale, stored, given away or otherwise disposed or consumed on any part of PREMISES, nor shall LICENSEE permit any use of tobacco products on any part of PREMISES or within twenty (20) feet of entrances, doorways or opening windows, except in a sufficiently distanced controlled area under LICENSEE supervision.
14. LICENSEE acknowledges PREMISES may not be fully ADA compliant and agrees to implement or improve, at its sole cost and expense, those necessary compliance measures required for the duration of its use. Furthermore, LICENSEE agrees to provide any and all required temporary emergency lighting required by State, County or City laws or ordinances.

II.

AUTHORIZED ACTIVITIES

1. In order to provide a variety of health, medical or other services to homeless citizens, LICENSEE may provide on-site program management through either LICENSEE employees, agents, volunteers or contracted services.
2. The armory facility will be available twenty-four (24) hours each day unless otherwise amended in writing by the STATE.
3. LICENSEE is solely responsible for protecting employees, patrons, agents, clients, or invitees from acts of third parties, and agrees to notify STATE and appropriate law enforcement agencies as required.
4. LICENSEE agrees to maintain PREMISES in a clean and habitable condition, which includes exterior landscape maintenance and removal of all litter, trash, cans, bottles, etc. from the site not less than once per day.
5. Any damage to PREMISES will be inspected by STATE representatives (CMD Area Coordinator) and LICENSEE to determine the character and extent of damage (with photographs). Repairs should be completed within twenty-four (24) hours if an emergency or seventy-two (72) hours if urgent.
6. The STATE Area Coordinator will contract for necessary repair or restoration services using appropriate state or federal guidance, while coordinating and collaborating closely with LICENSEE. LICENSEE may not undertake repairs or restoration using its own forces or contract services without the prior written consent of STATE'S Area Coordinator.
7. Within thirty (30) days of being presented a demand (invoice) for payment, LICENSEE shall make STATE whole for the cost of repairing or restoring any improvement or utility damaged as a result of PREMISES use.
8. If significant plumbing issues occur due to continued actions of clients, LICENSEE will provide portable latrines, at its sole cost and expense, for the duration of the contract.
9. LICENSEE shall take all necessary steps to ensure clients do not constitute a nuisance in the immediate vicinity of the facility during hours of operation. If at any time the STATE is dissatisfied with the LICENSEE efforts, the LICENSEE and STATE shall meet to explore means and methods of compliance.
10. LICENSEE shall supply consumable sanitary items and paper products, which include, but not limited to: cleaning/sanitizing supplies and equipment, liquid soap, paper towels, and toilet paper. If requested (necessary), the County Health Department shall provide periodic health screenings and consultation on issues pertaining to sanitation
11. Pets of clients occupying PREMISES or participating in provided services are prohibited inside the PREMISES, with the exception of those meeting the definition of "service animal" in Section XV below.
12. LICENSEE shall ensure clients provide valid vehicle registration and insurance BEFORE parking their vehicle in PREMISES parking area.
13. Vehicles parked on PREMISES without appropriate approval shall be towed away by STATE's order and at LICENSEE's risk and expense.

III.

NOTIFICATION

All notices or other communications required or permitted hereunder shall be in writing, and shall be personally delivered (including by means of professional messenger service) or sent by overnight courier, or sent by registered or certified mail, postage prepaid, return receipt requested to the addresses set forth below. All such notices or other communications shall be deemed received upon the earlier of (i) if personally delivered or sent by overnight courier, the date of delivery to the address of the person to receive such notice, (ii) if mailed as provided above, on the date of receipt or rejection, when received by the other party if received Monday through Friday between 6:00 a.m. and 5:00 p.m. Pacific Standard Time, so long as such day is not a State or Federal holiday and otherwise on the next day provided that if the next day is Saturday, Sunday, or a state or federal holiday, such notice shall be effective on the following business day.

To LICENSEE:

City of Porterville
Attn: City Manager
291 North Main Street
Porterville, CA 93257
(559) 782-7466

To STATE:

California Military Department
9800 Goethe Road, Box 18
Sacramento, CA 95826
(916) 854-3788

PROGRAM MANAGER:

SSG Monica Estrada
(916) 541-8160

Notice of change of address or telephone number shall be given by written notice in the manner described in this section. LICENSEE is obligated to notice State offices listed above and the failure to provide notice to do so shall constitute a lack of notice. Nothing contained herein shall preclude the giving of any such notice by personal service.

IV.

INSURANCE REQUIREMENTS

LICENSEE is a public entity, which is self-insured and will be responsible for any damage caused to PREMISES. Additionally, LICENSEE shall indemnify STATE against any injuries caused by use of PREMISES. LICENSEE has furnished the necessary Certificate of Self-Insurance, **Exhibit "D"** attached hereto and incorporated herein by this reference, demonstrating the required insurance coverage will be in effect during the complete term of AGREEMENT, and shall include, but not be limited to:

- Combined single limit liability of \$2,000,000, or
- Special event coverage with a limit of \$2,000,000, and
- A statement naming the United States, State of California, its officers, agents, employees, and servants as additional insured, but only with respect to the activities of the named insured.

V.

HOLD HARMLESS INDEMNIFICATION

The PREMISES are provided in "AS-IS" and "WITH ALL FAULTS" condition, and STATE and its employees, representatives and agents disclaim all warranties, expressed or implied, regarding the PREMISES, including, but not limited to, all implied warranties of merchantability or fitness for a particular purpose or compliance with Applicable Law. LICENSEES acknowledges and agrees that STATE and its employees, representatives and agents have made no representations or warranties for the PREMISES, including, without limitation, any representations or warranties regarding, (a) the condition or repair of the PREMISES, (b) whether such PREMISES are sufficient for the purposes of LICENSEE, or (c) whether the PREMISES comply with Applicable Laws (as defined below), including without limitation the Americans with Disabilities Act (ADA) or other accessibility laws, (d) whether there are any facts or conditions affecting the PREMISES that might, individually or in the aggregate, interfere with the use or occupancy of the PREMISES or any portion thereof by LICENSEE.

The use of the PREMISES by LICENSEE shall be conclusive evidence that LICENSEE accepts the same "AS IS and WITH ALL FAULTS" and that the PREMISES are suited for the use intended by LICENSEE and are in good and satisfactory condition at the time such possession was taken. LICENSEE represents and warrants to STATE that (a) its sole intended use of the PREMISES is for temporary sheltering (the "Permitted Use") and (b) prior to using the PREMISES it has made such investigations as it deems appropriate with respect to the suitability of the PREMISES for its intended use and has determined that the PREMISES are suitable for such intended use.

LICENSEE shall comply with all applicable statutes, laws, ordinances and rules and regulations adopted by the Federal, State or any City, City and County, County or other body politic, including without limitation all building codes, the ADA or other accessibility laws ("Applicable Laws") and which pertains to use of the PREMISES or any provisions of the License, and will indemnify, defend and hold STATE free and harmless from and against any violations thereof and any and all liabilities, suits, causes of action, judgments, demands and claims for damages, including all reasonable costs of any litigation and attorney's fees and expenses, arising out or by reason of any such violation.

LICENSEE shall indemnify, defend and hold STATE its employees, representatives and agents free and harmless from and against any and all suits, causes of action, demands, proceedings, claims, damages, judgments, obligations liabilities, liens, fines, costs, and expenses (including, but not limited to, attorneys' fees and costs) (collectively "Losses") which arise from or are related to (a) use or occupancy of the PREMISES by LICENSEE or its Representatives, including, but not limited to, damage to property of any kind whatsoever and to whomsoever belonging, including LICENSEE, from any cause or causes whatsoever during the term of this License or any occupancy hereunder, holdover periods or any other occupancy of the PREMISES during the term of this License, except (i) those Losses that are ultimately determined by a court or administrative tribunal of competent jurisdiction to be caused by sole gross negligence of the STATE or its employees, or (ii) to the extent any such Losses are ultimately determined by a court or administrative tribunal of competent jurisdiction to be caused by the willful misconduct of the STATE or its employees; provided, however, any condition of the PREMISES that is found to be in violation of any Applicable Law by a court or administrative tribunal of competent jurisdiction shall not be deemed gross negligence or willful misconduct on the

part of the STATE or its employees; (b) breach of LICENSEE'S obligations under the AGREEMENT, (c) negligence or other wrongful act by LICENSEE or its Representatives, (d) violation of Applicable Law by LICENSEE or its Representatives, (e) any allegation that the PREMISES do not comply with Applicable Law. "Representatives" means LICENSEE'S agents, employees, representatives, contractors, or any other person or persons acting within the direct control or authority of such party or its agents, employees, representatives or contractors.

VI.

FEES

1. The use fee is waived based on Services in Kind as per California Army National Guard Regulation 210-2 paragraph 9.
2. Utility accounts will be transferred to LICENSEE, which will directly pay utility costs on an as-incurred basis.

VII.

TERM

License shall take effect no earlier than May 5, 2023 or upon execution by STATE, whichever is later, and shall expire no later than 0800 (8:00 A.M.) May 4, 2024.

VIII.

AMENDMENT AND TERMINATION

AGREEMENT cannot be amended or modified in any way except by a written AGREEMENT duly executed by STATE and LICENSEE. Any proposal for amendment or modification must be delivered for review and approval by the Chief, Realty Operations or her/his delegatee.

AGREEMENT may be terminated by either party upon 30 days' written notification to the other party at the addresses previously given in Section III; "Notification". Upon termination, the activities of the parties shall be governed by the applicable provisions of the Military and Veterans Code. STATE is not obligated to reimburse LICENSEE any fees should it terminate this AGREEMENT before reaching its full term.

IX.

ENTIRE AGREEMENT

AGREEMENT, along with any exhibits attached hereto, constitutes the entire covenant and understanding between STATE and LICENSEE for PREMISES. AGREEMENT supersedes all prior and contemporaneous routine activity agreements, representations or understandings, if any, whether oral or written.

X.

DURATION & RENEWAL

AGREEMENT shall remain in effect through the termination date and will not be extended, but may be renewed annually subsequent to renegotiation required to protect the parties.

XI.

RIGHT TO ENTER

During continuance in force of AGREEMENT, there shall be, and is hereby expressly reserved to STATE and to any of its contractors, agents, employees, representatives, or licensees, the right at any and all reasonable times, and any and all places to temporarily enter upon said PREMISES for inspection or other lawful STATE purposes.

XII.

ENVIRONMENTAL LAWS AND REGULATIONS

LICENSEE must comply with all applicable local, State or Federal environmental

provisions, requirements, ordinances, regulations or laws. AGREEMENT does not constitute any form of authorization, permit, or opinion with respect to the satisfaction thereof. LICENSEE agrees that it shall comply with all laws, federal, state, or local, existing during the term of this license pertaining to the use, storage, transportation, and disposal of any hazardous substance as that term is defined in such applicable law.

1. In the event STATE or any of its affiliates, successors, principals, employees, or agents should incur any liability, cost, or expense, including attorney's fees and costs, as a result of the LICENSEE'S illegal use, storage, transportation, or disposal of any hazardous substance, including any petroleum derivative, the LICENSEE shall indemnify, defend, and hold harmless any of these individuals against such liability.
2. Where the LICENSEE is found to be in breach of this Paragraph due to the issuance of a government order directing the LICENSEE to cease and desist any illegal action in connection with a hazardous substance, or to remediate a contaminated condition caused by the LICENSEE or any person acting under LICENSEE'S direct control and authority, LICENSEE shall be responsible for all costs and expenses of complying with such order, including any and all expenses imposed on or incurred by STATE in connection with or in response to such government order.

XIII.

DEFAULT

LICENSEE shall make all required payments to the STATE without deduction, default or delay. In the event of the failure of LICENSEE to do so, or in the event of a breach of any of the other terms, covenants or conditions herein contained on the part of LICENSEE to be kept and performed, and if such default continues for a period of thirty (30) days after receipt of written notice from STATE to LICENSEE of such default, this License may, at the STATE'S sole discretion, be terminated.

In the event of termination of this License, it shall be lawful for STATE to reenter into and upon the PREMISES and every part thereof and to remove and store at LICENSEE's expense all property therefrom and to repossess and occupy the PREMISES. In the event STATE terminates this License pursuant to this Paragraph, the STATE shall not be required to pay LICENSEE any sum or sums whatsoever.

XIV.

SERVICE ANIMALS

Service Animal Defined by Title II and Title III of the ADA: (from the ADA National Network)

Under Title II and III of the ADA, service animals are **limited to dogs** individually trained to do work or perform tasks for the benefit of an individual with a disability, including a physical, sensory, psychiatric, intellectual, or other mental disability.

Emotional support animals, comfort animals, and therapy dogs are not service animals under Title II and Title III of the ADA. Other species of animals, whether wild or domestic, trained or untrained, are not considered service animals either. The work or tasks performed by a service animal must be directly related to the individual's disability. A doctor's letter does not turn an animal into a service animal.

Examples of animals fitting the ADA's definition of "service animal" because they have been **specifically trained to perform a task for the person with a disability**:

Guide Dog or Seeing Eye® Dog¹ is a carefully trained dog that serves as a travel tool for persons who have severe visual impairments or are blind.

Hearing or Signal Dog is a dog that has been trained to alert a person who has a significant hearing loss or is deaf when a sound occurs, such as a knock on the door.

Psychiatric Service Dog is a dog that has been trained to perform tasks that assist individuals with disabilities to detect the onset of psychiatric episodes and lessen their effects.

SigDOG (sensory signal dogs or social signal dog) is a dog trained to assist a person with autism. The dog alerts the handler to distracting repetitive movements common among those with autism, allowing the person to stop the movement (e.g., hand flapping).

Seizure Response Dog is a dog trained to assist a person with a seizure disorder. The dog may stand guard over the person during a seizure or the dog may go for help. A few dogs have learned to predict a seizure and warn the person in advance to sit down or move to a safe place.

While Emotional Support Animals or Comfort Animals are often used as part of a medical treatment plan as therapy animals, **they are not considered service animals under the ADA**. These support animals provide companionship, relieve loneliness, and sometimes help with depression, anxiety, and certain phobias, but do not have special training to perform tasks that assist people with disabilities and are not covered by federal laws protecting the use of service animals.

A public facility is not allowed to ask for documentation or proof a dog has been certified, trained, or licensed as a service animal. Staff on site may ask the following questions:

1. Is the dog a service animal required because of a disability?
2. What work or task has the dog been trained to perform?

No further questions should be asked regarding the disability or the animal, nor is it permissible to ask that the dog perform the task that grants it to be a service animal.

CONCURRENCE

FOR THE ADJUTANT GENERAL



CITY OF PORTERVILLE

DATE: _____

DATE: 05/17/2023



FEMA

4699-DR-CA Amendment 006



English

Notice Date	July 10, 2023
--------------------	---------------

Billing Code 9111-23-P

DEPARTMENT OF HOMELAND SECURITY

Federal Emergency Management Agency

[Internal Agency Docket No. FEMA-4699-DR]

[Docket ID FEMA-2023-0001]

California; Amendment No. 6 to Notice of a Major Disaster Declaration

AGENCY: Federal Emergency Management Agency, DHS.

ACTION: Notice.

SUMMARY: This notice amends the notice of a major disaster declaration for the State of California (FEMA-4699-DR), dated April 3, 2023, and related determinations.

DATE: This amendment was issued July 14, 2023.

FOR FURTHER INFORMATION CONTACT: Dean Webster, Office of Response and Recovery, Federal Emergency Management Agency, 500 C Street, SW, Washington, DC 20472, (202) 646-2833.

SUPPLEMENTARY INFORMATION: Notice is hereby given that the incident period for this disaster is closed effective July 10, 2023.

The following Catalog of Federal Domestic Assistance Numbers (CFDA) are to be used for reporting and drawing funds: 97.030, Community Disaster Loans; 97.031, Cora Brown Fund; 97.032, Crisis Counseling; 97.033, Disaster Legal Services; 97.034, Disaster Unemployment Assistance (DUA); 97.046, Fire Management Assistance Grant; 97.048, Disaster Housing Assistance to Individuals and Households In Presidentially Declared Disaster Areas; 97.049, Presidentially Declared Disaster Assistance - Disaster Housing Operations for Individuals and Households; 97.050, Presidentially Declared Disaster Assistance to Individuals and Households - Other Needs; 97.036, Disaster Grants - Public Assistance (Presidentially Declared Disasters); 97.039, Hazard Mitigation Grant.

/s/

Deanne Criswell,

Administrator,

Federal Emergency Management Agency.

Last updated July 14, 2023

[Return to top](#)

Disasters & Assistance

Grants

Floods & Maps

Emergency Management

About

Work With Us



FEMA

[Contact FEMA](#)



FEMA.gov

An official website of the U.S. Department of Homeland Security

[Accessibility](#)

[Accountability](#)

[Careers](#)

[Civil Rights](#)

[Contact Us](#)

[FOIA](#)

[Glossary](#)

[No FEAR Act](#)

[Plug-Ins](#)

[Privacy](#)

[Report Disaster Fraud](#)

[Website Information](#)

[DHS.gov](#)

[USA.gov](#)

[Inspector General](#)

**National
Terrorism
Advisory
System**

RESOLUTION NO. 15 -2023

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF PORTERVILLE AUTHORIZING THE APPROPRIATION OF FUNDS FROM THE
CATASTROPHIC / EMERGENCY RESERVE FOR THE COSTS ASSOCIATED
WITH THE RESPONSE TO THE LOCAL FLOOD EMERGENCY**

WHEREAS: Pursuant to Chapter 9 of the Porterville Municipal Code, Mayor Martha A. Flores declared the existence of a local emergency within the City of Porterville on March 13, 2023 due to the threat to life and property caused by a series of storms impacting Success Lake significantly increasing the Tule River flows; and

WHEREAS: Flood water and water from Success Lake had caused evacuation warnings and mandatory evacuation orders in the month of March for some local residents; and

WHEREAS: Historic water levels and flows of the Tule River have caused erosion to the river banks, prompting City staff to take extraordinary measures to protect the riverbanks and avoid potentially catastrophic flooding;

WHEREAS: The significant threat of local flooding emergency continues to exist with the estimated snow pack in the Sierra Nevada mountains of more than three hundred percent (300%) of normal and the potential for a warm storm or heat wave this Spring; and

WHEREAS: The City of Porterville Municipal Code Section 2-31.2, established the Catastrophic / Emergency Reserve Fund for the purpose of providing funds to mitigate costs associated with unforeseen emergencies, including natural disasters or catastrophic events;

NOW, THEREFORE, BE IT RESOLVED:

1. That the City Council of the City of Porterville make a finding that the local flood emergency is an unforeseen and unavoidable event that require the expenditure of City resources beyond those provided for in the annual budget; and
2. That the City Council of the City of Porterville does hereby approve and authorize the appropriation of funds from the Catastrophic / Emergency Reserve Fund for the costs associated with the response to the local emergency including personnel, equipment, services, and other necessary expenditures; and
3. That the City Council authorize the replacement of funds from any grant funds that may be used to reimburse said costs.

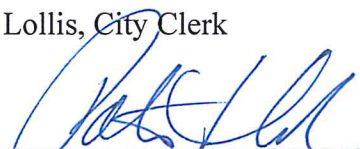
PASSED, APPROVED AND ADOPTED this 4th day of April, 2023.



Martha A. Flores, Mayor

ATTEST:

John D. Lollis, City Clerk

By: 

Patrice Hildreth, Chief Deputy City Clerk

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

I, JOHN D. LOLLIS, the duly appointed City Clerk of the City of Porterville do hereby certify and declare that the foregoing is a full, true and correct copy of the resolution passed and adopted by the Council of the City of Porterville at a meeting of the Porterville City Council duly called and held on the 4th day of April, 2023.

Said resolution was duly passed, approved, and adopted by the following vote:

Council:	FLORES	CARRILLO	WEYHRAUCH	BELTRAN	MEISTER
AYES:	X	X	X	X	X
NOES:					
ABSTAIN:					
ABSENT:					



JOHN D. LOLLIS, City Clerk

By: _____

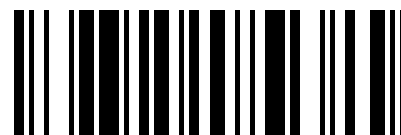
Fernando Gabriel-Moraga, Deputy City Clerk

Invoice

Calwen Inc. dba Rescue Source & Rescue 3 Intl

Calwen Inc. dba Rescue Source & Rescue 3
P.O. Box 1050
Wilton, CA 95693
Phone: 916-687-6556
Fax: 916-687-6717
Email: info@rescuesource.com

Order #	Date
131282	03/20/2023



Bill To:
PORTERVILLE FIRE DEPARTMENT 40 W CLEVELAND PORTERVILLE, CA 93257 Phone: 559-782-7526 Email: jrodriguez@ci.porterville.ca.us
Customer: PORTERVILLE FIRE DEPARTMENT

Ship To:
PORTERVILLE FIRE DEPARTMENT 40 W CLEVELAND PORTERVILLE, CA 93257
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
---------------	--------------------

FOR PROPER CREDIT, PLEASE INCLUDE INVOICE NUMBER ON YOUR PAYMENT.
PAST DUE AMOUNTS ARE SUBJECT TO A SERVICE CHARGE OF 1.50%
CUSTOMER, (RENTEE OR BUYER as context requires), shall be deemed to accept
all terms, conditions and provisions hereof upon execution of this agreement;
ordering; or delivery of equipment to customer, whichever comes first.

PAYMENT TERMS: NET 30

SIGNATURE: _____ DATE: _____

Mike Clark Trucking
19385 Avenue 144
Porterville, CA 93257 US
+1 5597845486
mct3desk1@yahoo.com



INVOICE

BILL TO

City of Porterville
Street Superintendent, Field
Service Div.
555 N. Prospect
Porterville, Ca 93257

INVOICE # 2637**DATE** 03/23/2023**DUE DATE** 04/25/2023**TERMS** Net 30

DATE	FREIGHT	ACTIVITY	FREIGHT BILL	RATE	AMOUNT
03/23/2023	8.80	Super 10	7383117 - Luque	120.00	1,056.00
03/23/2023	9.70	Super 10	7383219 - Luque	120.00	1,164.00
03/23/2023	9.70	Super 10	7383046 - Luque	120.00	1,164.00
03/23/2023	9.80	Super 10	8432857 - Luque	120.00	1,176.00
03/23/2023	7.30	Super 10	9281272 - Luque	120.00	876.00

Thank you for your business!

SUBTOTAL	5,436.00
TAX	0.00
TOTAL	5,436.00
BALANCE DUE	\$5,436.00

A finance charge of 1.5% monthly/18% annually will be charged on accounts over 30 days past due. In the event a suit is brought to enforce collection, the customer shall be liable for responsible attorneys fees and costs of the suit.



Name of person in charge: Amy Greybehl

Event Date: Start 5/5/23 month to month Price Per Guard: _____

Event Time: 8pm-8am How many guests: open

(Overtime is billed at \$35 per hour) _____ Invite Only: Y/N

Event Location: 29 ~~44~~ Plano St

City: Porterville State: CA

Zip: 93257 Special Instructions/ Directions for Event:

2 guards, check-in Guest by 8pm, lock gates, lights off by 10pm.

Balance Due for guaranteed hours \$: 18,000 - updated

Third Party Information- Please Print Clearly

Financially Responsible Party (Client):

City of Porterville - Army National Guard

Clients Contact Phone

Number: 559-782-7521

Client Email

Address: agreybehl@ci.porterville.ca.us

Clients Home

Address: City

City: Porterville State: CA Zip: 93257

Wedding/Prom/ Anniversary? Other: _____

Payment Information:

The parties have read all pages of this Agreement & the attached Terms and Conditions, agree to all its terms, and acknowledge receipt of a complete copy of the Agreement and Terms & Conditions. Each person signing as the Client below shall be responsible for ensuring that full payment is made as stated in this document. Client agrees that a 30% non-refundable retainer will be due immediately to reserve date and time as listed on contract.

Venmo: _____ @Chris-Morton-80 Zelle: _____ (559)756-4570

Cashapp: _____ \$maddym90 Check: X* Cash: _____

*Payment to be issued upon completion of a City of Porterville Business License Application

Client Initials: AG

Date: 5/5/23

You are a valued customer of Topknotch Security INC, and we want you to enjoy our guards' services. To ensure that the integrity of our officers is maintained for you and all of our customers, the following Terms & Conditions apply to all services provided by Topknotch Security INC, under all circumstances and without exception.

The purchaser (client) on the front of this contract is 100% responsible for his or her guests.

Topknotch Security INC will strictly enforce State and Federal Laws and will maintain a zero-tolerance compliance policy that no alcoholic beverages can be consumed or used by any person not of legal drinking age. All U.S. law enforcement agencies have absolute power to stop any event for administrative search. If contraband is found, even in negligible quantities without the officers knowledge, they can seize and forfeit the contraband to a local government agency. All law enforcement agencies are aggressively enforcing this policy.

Topknotch Security INC will not be responsible for injuries that may occur due to fighting while the event is ongoing. Topknotch Security INC will do their best to defuse any situation verbally, if Topknotch Security INC feels as if our officers cannot control the situation, we will be forced to contact the local law enforcement.

At the officer's discretion, the Client agrees to be fully liable for any damages / charges that may be incurred.

The Client accepts full responsibility for any and all damage, and for any loss of income due to negligence or carelessness caused by any member of the client's group at any time during the event. The Client authorizes Topknotch Security INC to charge for the expenses regardless of and in addition to any prior agreements or understandings. These charges are necessary due to the high cost of insurance, health insurance, uniforms, and due to the revenue and time lost during the time that the officer cannot work.

Please initial here to acknowledge the charges should any damages occur. AG

- Topknotch Security INC recommends that all and any personal valuables be removed from the vehicle when unattended. We will not be held responsible for any lost, stolen, or damaged articles.

- Topknotch Security INC reserves the right to terminate this or any other contract for noncompliance of the above requests, especially if responsible party does not follow Topknotch Security INC, requests to obey the rules in this contract.

Any deposits (cash, checks or course of payment) will be non-refundable for any reason, if any cancellation occurs from the responsible party's side. If for any reason the local law enforcements shuts the event down for any reasons, payment is non-refundable. The open balance is due immediately the day before the agreed job. The renter authorizes the immediate 30% non-refundable retainer & the final payment, states that she/he is the authorized purchaser for this rental contract, the authorized party for the given payment, responsible and liable for payment of the total amount, per cash or other payments. As with all contracts, the rental contract between the mentioned person as renter (Client) and Topknotch Security INC is made with the information and the terms given to us. I am satisfied with the terms and conditions above and fully understand and agree to everything stated in the contract.

Client Initials: AG Date 5/5/23

All of the given information from the Client is binding and cannot be changed without Topknotch Security INC acceptance. If the contract is cancelled after it is signed, Topknotch Security INC is still authorized to collect the remaining balance in full, if the officers does not go out again on the cancelled date for the same or higher amount. We will reserve the set date upon the approval of the purchaser's preferred payment as per telephone conversation. The responsible party gives authorization to use the payment information over the phone / fax / Internet in combination with a signed contract. It is agreed that it is not necessary to obtain a signed slip, as the reservation is made over the phone / fax / Internet. Proof of identity of the purchaser using said credit card must be supported by the signed contract or in person. At time of event we need the full payment, state identification of the purchaser that authorizes the transaction for the signed contract. If the purchaser cannot provide all of the above items at the time of event, Topknotch Security INC will not start the job, as we have no proof of the legal possession of payment. Therefore the risk of not getting paid will give us the right to cancel. The purchaser is still fully responsible to pay the total amount as he failed to provide the above requirements.

Topknotch Security INC cannot guarantee the availability of overtime. It is of particular importance that the purchaser makes allowances for anticipated delays and adheres to the agreed time schedule. In the event that the purchaser wants to change the time of the itinerary, they may do so, only if Topknotch Security INC can accommodate other clients that booked with Topknotch Security INC prior to or after the said time. The purchaser further agrees to pay additional charges incurred such as overtime and or more officers. The overtime will be billed by hourly rate at \$35.00 per hour, unless negotiated otherwise. If customer fails to cancel at the last minute, the full amount of contracted time will be charged.

The purchaser authorizes Topknotch Security INC to charge any additional charges after they have rendered services to the purchasers' as supplemental charge. If cash payment is selected, the payment is due no later than the close of the next business day in full. Customer agrees to have Topknotch Security INC get an authorization for the above course of payment and amount, for the event stated above.

If any payment due hereunder is unpaid (10) ten days after the due date, hereon Topknotch Security INC will have the right to add and collect late charges with interest at the maximum rate allowed by law. All such sums are due and owing with any other expenses, (filing fees, court cost, and reasonable attorney fees, etc.)

I fully understand and agree to everything stated in the contract and the Terms & Conditions. If, for any reasons, I am not fully satisfied with the services I receive, I have 24 hours after the completion of the job to file a complaint in writing. If Topknotch Security INC, does not receive my written complaint in the above stated timeframe, I agree that there is no valid complaint, and I am fully satisfied with the services I received. Filing a written complaint insures both parties that it is fully understood what the problem was and will help Topknotch Security INC to assist the responsible parties in any kind of resolution to the complaint. The purchaser will be contacted within a week of the complaint to settle the matter. I understand that this is a separate case from the main contract and therefore have no dispute in general against Topknotch Security INC and the payment I authorized.

Since Topknotch Security INC offers high-tech-equipment, sometimes heat and excessive use of all power-operated equipment might be subject to having more breaks for our officers. This will, of course, not interfere with the safety of the party itself and therefore will have no effect on continuing or paying of the contracted event. Topknotch Security INC guarantees that all our officers are constantly trained to keep the highest possible standards and eliminate such failures as much as possible. We have the right to add more officers in case of emergency or the event is getting bigger than contracted. As stated, this will only happen in emergencies, and to upgrade, never downgrade. If the upgrade is needed, Topknotch Security INC gives the customer the right to downsize the event and receive additional charges. Additional charges will occur on the customer's side if an upgrade is made. Topknotch Security INC will notify the responsible party if more officers and hours are needed, as well as how much more the cost will be.

If any of our above guarantees or contracted terms cannot be met due to conditions outside of our control, including weather, accidents, and any other acts of incidents, we will use our best efforts to notify the customer of these conditions and resulting delays or changes.

I am satisfied with the terms and conditions above and fully understand and agree to everything stated in the contract and the Terms & Conditions.

Client Signature Amy Graybehl Date 5/5/23
Topknotch Security Representative Signature Madeline M. Foster Date 5/3/25

ADDITIONAL REMARKS:

- 1 officer roaming & 1 officer checking in guest
- Roaming grounds and making sure lights out at 10 pm
- Making sure no guest leave after 8pm
- Roaming the whole grounds and the animals



SECURITY SERVICES AGREEMENT

AGREEMENT PREPARED FOR: **City of Porterville: Shelter**
July 15, 2023



Good Guard Security, Inc.

21622 Plummer St, Suite 200, Chatsworth, CA 91311

1-800-651-0491 ext 1061

info@goodguardsecurity.com

www.GoodGuardSecurity.com

SERVICE DETAILS

Client Service Address:	29 N Plano St, Porterville, CA 93257
Client Billing Address:	29 N Plano St, Porterville, CA 93257
Service Hours:	7 Day(s) / 07:30 PM - 08:30 AM / 13 Hours / Monday - Sunday
Location Contact & Telephone Number:	Amy Graybehl 559-782-7521
Email:	agraybehl@ci.porterville.ca.us
Rate (U.S. Dollars):	\$28.95 (Per Hour Per Guard)
Holiday Rate	\$43.45 (Per Hour Per Guard)
Service Commencement Date:	07/17/2023 @ 07:30 PM
Payment Terms:	Bi-weekly
Permanent/Temporary:	Permanent 3 Month Minimum (30 Day Cancellation Notice)
Uniform:	Professional Security Uniform
Additional Charges:	N/a
Security Service Description:	2 Professional Unarmed Guard(s) 1 Guard will be intaking clients and the other guard will be patrolling the facility. Note: Providing a visual deterrent to any outside danger. Security officers will make sure there isn't anyone vandalizing the premises, or trying to break into the property. Loss prevention.

This SECURITY SERVICES AGREEMENT ("Agreement") is entered into upon mutual execution hereof by and between GOOD GUARD SECURITY, a California corporation, Private Patrol Operator (PPO) License #120362 (hereinafter, "Company") and **City of Porterville** (hereinafter, "Client"), with respect to the following:

- RATES:** Service Rates are subject to adjustment for any change in any law, causing a change in work hours, wage rates, working conditions or other costs to Company.
- PAYMENT:** Invoices will be submitted either bi-weekly or monthly, upon mutual agreement between Company and Client, and are payable on receipt at the address on the invoice. A late charge of 1 ½ % per month will be added to balances not paid within seven days.
- EMPLOYEES:** (a) Personnel supplied by Company are its employees and not Client's. Company is solely responsible for social security, unemployment and similar taxes applicable to its employees.
(b) Company is a Federal Government Contractor and complies with Executive Order 11246, as amended: Section 503 of the Rehabilitation Act of 1973, as amended: Section 402 of Vietnam era Veterans' Readjustment Assistance Act of 1974 and related regulations. Company's employees will be assigned without regard to race, color, creed, sex, and national origin, handicap conditions that do not impair job performance or veteran status.
(c) Client may reasonably remove any employee assigned provided such removal is not in violation of law. In the event any employee is removed at Client's request, Client agrees to indemnify and hold Company harmless from any claims, demands, liabilities, judgments, losses, suits, damages, fines, penalties, and expenses including reasonable attorney's fees and defense costs (hereinafter collectively "Claim(s)") that may arise there from.
- OVERTIME:** Overtime rates shall apply to work on New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, and Christmas; work on any additional holidays listed and any extra hours exceeding 8-hours a day or 40-hours per week. Coverage for labor disputes, civil disorders or natural disaster, or special assignment or agreement is not included except as described in the Service Rate Classification. Additional overtime rates shall not apply to situations where an employee of Company already on-duty covers hours for a "called-off" employee and thus works over 8-hours in his/her shift.
- PROPERTY/EQUIPMENT:** All property and equipment furnished by Company for performance of its services under this Agreement, regardless of whether portable or stationary, shall be considered the personal property of Company, and shall remain the personal property of Company after termination of this Agreement. Upon the termination of this Agreement, the Company shall have reasonable access and time to remove its property from Client's property. Client shall not be responsible for any of Company's personal property which is stolen, damaged or missing from the property in the absence of Company's supervision.
- KEYS/ACCESS:** Company shall not be provided a master key (or its equivalent) to the property or any portion thereof, except for such location(s) that are to be exclusively used by Company's guards or other personnel. Notwithstanding anything to the contrary in this Agreement, Company shall not be responsible for any damages including, without limitation, any costs incurred in re-keying or changing locks caused by the loss or theft of such key(s).
- NON-COMPETITION:** Client, its affiliates, agents, and other related persons or entities hereby agree not to hire any Company staff, employees, or personnel for a period of at least one (1) year after such person has terminated his/her employment with Company. Client further agrees not to prepare to engage in competition with Company, solicit,

divert, poach, or encourage any of the Company staff, employees, or personnel to stop working with Company, or to solicit, divert, poach, encourage, or facilitate them to work with Client, any affiliate of Client, or any related person or entity of Client. Client recognizes that Company has a significant investment in the recruitment and training of its employees and guards to be providing services under this Agreement, and that these personnel are a valuable asset to Company. As it is impractical and extremely difficult to fix the actual damages which may result from the loss of such employees and guards, Client agrees that if Client (or its affiliates, agents, and other related persons or entities) is in breach of this section of the Agreement, then Client shall be required to pay to Company for each such employee (or former employee employed by Company) the sum of \$7,500.00. Such fee is expressly agreed to be considered liquidated damages, and not a penalty.

8. **LIABILITY AND INDEMNITIES:** (a) Client agrees that Company is not an insurer and that the amounts payable hereunder are based upon the value of service offered and not the value of Client's interests being protected or the property of Client or others located on Client's premises. Accordingly, Company undertakes no liability to Client and makes no representation, express or implied, that its service will prevent occurrences or their consequences, which result in loss or damage. (b) Client agrees that Company shall not be liable for any claims incurred or asserted by Client, irrespective of origin, to persons or property, whether directly or indirectly caused by performance or nonperformance of obligations imposed by this agreement or by negligent acts or omissions, including those relating to the hiring, training, supervision or retention of personnel, of Company, its agents or employees. (c) The services provided under this Agreement are solely for the benefit of Client and neither this Agreement nor any services rendered hereunder confer any rights on any other party as a third-party beneficiary or otherwise and Client agrees to indemnify and hold Company harmless from and against any claims made by a third party(s), including, but not limited to, injury, death or damage or loss of property, arising from the negligent acts or omissions, including those relating to the hiring, training, supervision or retention of personnel, of Company, its agents or employees. (d) If, at Client's request, Company employees undertake duties or are requested to use equipment or vehicles other than as agreed to in writing by Company, Client shall be solely responsible for and shall indemnify and hold Company harmless from and against any claims arising there from, including, but not limited to, claims arising from the negligent acts or omissions including those relating to the hiring, training, supervision or retention of personnel, of Company, its agents or employees. (e) Client hereby waives any and all rights of subrogation that any insurer of Client may have against Company. (f) Where Company is entitled to indemnification, Company shall have the right to tender defense of the claim to Client.
9. **FORCE MAJEURE:** The obligations of Company hereunder may be suspended during any period where performance is prevented by acts of God, civil or labor disturbances, or events beyond Company's reasonable economic control.
10. **HAZARDOUS OR DEFECTIVE CONDITIONS/MATERIALS:** (a) Client agrees that it will comply with OSHA Hazard Communication Standards and will indemnify and hold Company harmless from all claims, including injuries to Company's employees arising out of a condition existing at Client's premises or Client's violation of any safety or health related law or regulation. (b) Client further agrees to: (1) make available to Company the Material Safety Data Sheet for each hazardous chemical to which Company's employees may be exposed at Client's premises; (2) inform company of (A) precautionary measures that need to be taken to protect Company's employees and (B) Client's hazardous material labeling system.
11. **INSURANCE:** Client agrees to assume all risk of loss or damage to its premises, business and property of others on Client's premises occurring as a result of fire, theft or other casualty and Client agrees that it will maintain insurance to fully protect Client against such loss or damage. Accordingly, Client waives its right of recovery against Company of any such loss or damage, however caused.
12. **TERMINATION OF SERVICES:** Except as otherwise provided in this Agreement, this Agreement may be terminated for non-performance by either party, provided that such party has given the others reasonable time to correct any instances of such non- performance. If either party fails to correct such non-performance, the Agreement may be terminated, provided that such party has given the others at least thirty (30) days advance written notice of such intention. Notwithstanding the foregoing and for all other intentions, termination of services by Client must be preceded by at least thirty (30) days advance written notice of such intention to terminate services. Minimum 3-Month Service Agreement from start date.
13. **ENTIRE AGREEMENT AND INTERPRETATION:** This Agreement constitutes the entire agreement and understanding between the parties, and no representations, inducements, promises or agreements not embodied herein shall be of any force or effect. This Agreement shall be governed under the law of the State of its performance and if any provision shall conflict therewith, such provision shall be interpreted to remove such conflict, so that this Agreement and all its other provisions shall remain in full force and effect.
14. **DEFAULT:** Company may terminate this Agreement immediately and exercise such other rights and remedies as permitted by law, if Client fails to pay any amount when due or if any proceeding is commenced or threatened by or against Client under the Bankruptcy Code or any other Debtor's law, or if Client makes or threatens to make an assignment for the benefit of creditors.

IN WITNESS WHEREOF, the parties by their duly authorized representatives have signed this Agreement as of the date first above written:

By GOOD GUARD SECURITY:

Brady Osorto

(Authorized Representative Signature)

Brady Osorto / Business Development Manager

(Print Name & Title)

By CLIENT:

(Authorized Representative Signature)

(Print Name & Title)

CHAPTER 9

CIVIL DEFENSE AND DISASTER

SECTION:

9-1: Purpose Of Chapter

9-2: Definitions

9-3: Emergency Council

9-4: Officers Of Emergency Council

9-5: Emergency Council Meetings

9-6: Duties Of Emergency Council

9-7: Powers Of Chairman Of Emergency Council

9-8: Exercises Or Drills

9-9: Acts Authorized Under Certain Conditions

9-10: Emergency Services Coordinator

9-11: Powers And Duties Of Coordinator

9-12: Emergency Powers Of Coordinator

9-13: Emergency Services Organization

9-14: Functions And Duties Of Emergency Service Organization

9-15: Acts Unlawful During Disasters

9-16: Penalty For Violation Of Chapter

9-1: PURPOSE OF CHAPTER:

The purposes of this chapter are to provide for the preparation and carrying out of plans for disaster and emergency services, the protection of persons and property within the city of Porterville in the event of a disaster, and to provide for the coordination of the disaster and emergency functions of the city with all other affected persons and agencies, both public and private. Any expenditures made in connection with such disaster or emergency services, including mutual aid activities, shall be deemed conclusively to be for the direct protection and benefit of the inhabitants and property in the city. (Ord. 987 § A, 10-6-1970)

9-2: DEFINITIONS:

Except where the context otherwise requires, the following definitions shall govern the construction of this chapter:

DISASTER: Actual or threatened enemy attack, sabotage, extraordinary fire, flood, storm, epidemic, riot, earthquake or other public calamity. It shall not include, nor does any provision of this chapter apply to, any condition relating to a labor controversy.

EMERGENCY SERVICES: The preparation for carrying out disaster functions, other than functions for which military forces are primarily responsible, and to prevent, minimize and repair injury and damage resulting from disasters. It shall not include, nor does any provision of this chapter apply to, any condition relating to a labor controversy.

EMERGENCY SERVICES OFFICE: The physical facilities constituting the Tulare operational area's primary emergency operating center, and the necessary staff and personnel to operate such facilities on a day to day or disaster emergency basis.

TULARE OPERATIONAL AREA: The unincorporated area of the county, and the cities of Dinuba, Exeter, Farmersville, Lindsay, Porterville, Tulare, Visalia and Woodlake. (Ord. 987 § A, 10-6-1970)

9-3: EMERGENCY COUNCIL:

The emergency council of the Tulare operational area is hereby created and shall consist of the following members:

A. The chairman of the board of supervisors of the county. Said board of supervisors shall appoint an additional member of said board to serve as an alternate member of the emergency council when the chairman is absent from the county or is not immediately available to perform his duties.

B. The mayors of the cities of Dinuba, Exeter, Farmersville, Lindsay, Porterville, Tulare, Visalia and Woodlake, or alternates appointed by the respective city councils.

C. Two (2) persons residing in the unincorporated area of the county who shall be appointed by the other members of the emergency council.

D. The emergency services coordinator of the county, who shall be an ex officio member and who shall not be entitled to a vote at the meetings of the emergency council. (Ord. 987 § A, 10-6-1970)

9-4: OFFICERS OF EMERGENCY COUNCIL:

The officers of the emergency council shall be a chairman, and such other officers as the council may deem necessary. The chairman of the board of supervisors shall serve as chairman of the council. When he is absent from the county or is not immediately available to perform his duties, the other member of the board of supervisors who is a member of the council shall serve as chairman. (Ord. 987 § A, 10-6-1970)

9-5: EMERGENCY COUNCIL MEETINGS:

The emergency council may hold regular meetings at a time and place established by the council. Special meetings of the council shall be called in accordance with section 54950 et seq., of the Government Code of the state of California. Special meetings may be called by the chairman or the alternate chairman designated pursuant to section 9-4 of this chapter. The council shall meet at least four (4) times each year. The council shall have the power to adopt rules and regulations governing the conduct of its meetings. (Ord. 987 § A, 10-6-1970)

9-6: DUTIES OF EMERGENCY COUNCIL:

It shall be the duty of the emergency council to review and recommend for adoption by the board of supervisors and the respective city councils, disaster and mutual aid plans and agreements, and such ordinances, resolutions, rules, regulations and budgets as are necessary to implement such plans and agreements. (Ord. 987 § A, 10-6-1970)

9-7: POWERS OF CHAIRMAN OF EMERGENCY COUNCIL:

The chairman of the emergency council is hereby empowered to perform the following acts:

A. Serve as the emergency services director of the Tulare operational area.

B. Request the city council of the city of Porterville to proclaim the existence or threatened existence of a local emergency and the termination thereof, if the city council is in session, or to issue such a proclamation if the city council is not in session, subject to confirmation by the city council at the earliest practicable time.

C. Request the mayor to request the governor to proclaim a state of disaster when in the opinion of the chairman the resources of the area are inadequate to cope with the disaster on a local basis. (Ord. 987 § A, 10-6-1970)

9-8: EXERCISES OR DRILLS:

The chairman of the emergency council shall order an exercise or drill of the entire emergency services organization at least once each year, and a minimum of two (2) exercises or drills for selected portions of the emergency operating center staff each year. Participation in required state or federal exercises, special drills for communications, radiological, fire, law enforcement or other specific services shall be in addition to the exercises or drills required hereinabove. (Ord. 987 § A, 10-6-1970)

9-9: ACTS AUTHORIZED UNDER CERTAIN CONDITIONS:

In the event of the proclamation of a local emergency as herein provided, or the proclamation of a state of disaster by the governor or the director of the California disaster office, or in the event of a war caused state of

extreme emergency, the chairman, as the emergency services director of the Tulare operational area, is hereby empowered to perform the following acts:

A. Make and issue rules and regulations on matters reasonably related to the protection of life and property as affected by such disaster; provided, however, that such rules and regulations must be confirmed at the earliest practicable time by the emergency council.

B. Subject to the approval of the city council, to obtain vital supplies, equipment and such other properties found lacking and needed for the protection of life and property of the people, and to bind the city for the fair value thereof and, if required, to commandeer the same immediately for public use.

C. Require emergency services of any city officer or employee, and in the event of the proclamation of a state of disaster or extreme emergency by the governor in the region in which the city is located, to commandeer the aid of as many citizens as he thinks necessary in the execution of his duties. Such persons shall be entitled to all privileges, benefits and immunities which are provided by state law for registered civil defense and disaster volunteer workers.

D. Requisition any necessary equipment or materials from any city department or agency.

E. Execute all of the special powers conferred upon him by this chapter or by resolution adopted pursuant thereto, all powers conferred upon him by any statute, by any agreement approved by city council, or by any other lawful authority. (Ord. 987 § A, 10-6-1970)

9-10: EMERGENCY SERVICES COORDINATOR:

There is hereby created the position of emergency services coordinator of the Tulare operational area who may be referred to as the coordinator. He shall serve as the executive officer of the Tulare operational area and his staff shall serve as the staff of the emergency services office. The board of supervisors of the county of Tulare shall consider the recommendations of the emergency council in the appointment or dismissal of the coordinator. (Ord. 987 § A, 10-6-1970)

9-11: POWERS AND DUTIES OF COORDINATOR:

The coordinator shall have the following general powers and duties:

A. Represent the emergency council and its chairman as their executive officer for the purpose of coordinating all efforts within the Tulare operational area for the accomplishment of the purposes of this chapter.

B. Identify and define questions of authority and responsibility that may arise between persons and agencies referred to in section 9-13 of this chapter and submit recommendations for resolving such matters to the chairman.

C. Represent the Tulare operational area in all dealings with public or private agencies pertaining to disaster or civil defense, when authorized by the chairman.

D. Prepare an operational plan with necessary service annexes and standing operating procedures to provide administrative guides for the Tulare operational area.

E. Plan and conduct exercises and drills, as ordered by the chairman, for the emergency services organization or for the emergency operating center staff. (Ord. 987 § A, 10-6-1970)

9-12: EMERGENCY POWERS OF COORDINATOR:

In the event of the proclamation of a local emergency as herein provided, or the proclamation of a state of disaster by the governor, or in the event of a war caused state of extreme emergency, the coordinator is hereby empowered to perform the following acts:

A. Activate the emergency operating center including calling in, as necessary, service chiefs, standby staff and service dispatchers.

B. Cause the dissemination of appropriate warning signals and issue suitable advisory information to the emergency council, the emergency services organization and the public.

C. Advise the California disaster office of the local situation.

D. Request mutual aid through the California disaster office if local deficiencies of personnel and/or equipment are indicated by the service chiefs.

E. Order the provision of security for the emergency operating center and communications staff. (Ord. 987 § A, 10-6-1970)

9-13: EMERGENCY SERVICES ORGANIZATION:

All officers and employees of the county and the cities included in the Tulare operational area, together with those volunteer forces enrolled to aid them during a disaster and all groups, organizations and persons, including persons commandeered under the provision of subsection 9-9C of this chapter who by operation of law or agreement may be charged with duties incident to the protection of life and property in the city during such disaster, shall constitute the emergency service organization of the Tulare operational area. (Ord. 987 § A, 10-6-1970)

9-14: FUNCTIONS AND DUTIES OF EMERGENCY SERVICE ORGANIZATION:

The functions and duties of the emergency services organization shall be distributed among such divisions, services and special staff as the emergency council shall prescribe by resolution, subject to the approval of the board of supervisors of the county and the respective city councils. Insofar as possible, the form of organization, titles and terminology shall conform to the recommendations of the federal government and the California disaster office. (Ord. 987 § A, 10-6-1970)

9-15: ACTS UNLAWFUL DURING DISASTERS:

It shall be unlawful for any person to perform any of the following acts during a disaster:

A. Wilfully obstruct, hinder or delay any member of the emergency services organization in the enforcement of any lawful rule or regulation issued pursuant to this chapter or in the performance of any duty imposed upon him by virtue of this chapter.

B. To do any act forbidden by any lawful rules or regulations issued pursuant to this chapter, if such act is of such a nature as to give, or be likely to give, assistance to the enemy, or to imperil the lives or property of inhabitants of the city, or to prevent or delay the defense or protection thereof.

C. To wear, carry or display, without authority, any means of identification specified by the civil defense and disaster agency of the federal government or the state of California. (Ord. 987 § A, 10-6-1970)

9-16: PENALTY FOR VIOLATION OF CHAPTER:

Any person violating any of the provisions of this chapter which are declared to be unlawful shall be deemed guilty of a misdemeanor and, upon conviction thereof, shall be punished by a fine of not more than five hundred dollars (\$500.00) or by imprisonment in the Tulare County jail for not more than six (6) months, or by both such fine and imprisonment. (Ord. 987 § A, 10-6-1970)

State of California

GOVERNMENT CODE

Section 8558

8558. Three conditions or degrees of emergency are established by this chapter:

(a) “State of war emergency” means the condition that exists immediately, with or without a proclamation thereof by the Governor, whenever this state or nation is attacked by an enemy of the United States, or upon receipt by the state of a warning from the federal government indicating that an enemy attack is probable or imminent.

(b) “State of emergency” means the duly proclaimed existence of conditions of disaster or of extreme peril to the safety of persons and property within the state caused by conditions such as air pollution, fire, flood, storm, epidemic, riot, drought, cyberterrorism, sudden and severe energy shortage, electromagnetic pulse attack, plant or animal infestation or disease, the Governor’s warning of an earthquake or volcanic prediction, or an earthquake, or other conditions, other than conditions resulting from a labor controversy or conditions causing a “state of war emergency,” which, by reason of their magnitude, are or are likely to be beyond the control of the services, personnel, equipment, and facilities of any single county, city and county, or city and require the combined forces of a mutual aid region or regions to combat, or with respect to regulated energy utilities, a sudden and severe energy shortage requires extraordinary measures beyond the authority vested in the Public Utilities Commission.

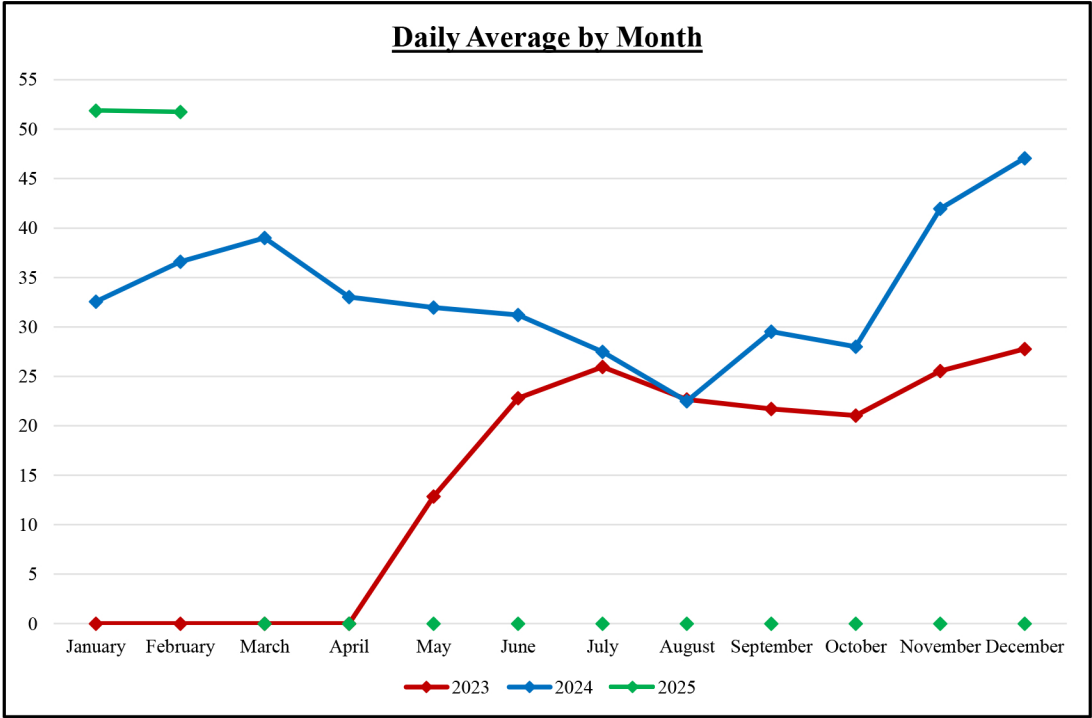
(c) (1) “Local emergency” means the duly proclaimed existence of conditions of disaster or of extreme peril to the safety of persons and property within the territorial limits of a county, city and county, or city, caused by conditions such as air pollution, fire, flood, storm, epidemic, riot, drought, cyberterrorism, sudden and severe energy shortage, deenergization event, electromagnetic pulse attack, plant or animal infestation or disease, the Governor’s warning of an earthquake or volcanic prediction, or an earthquake, or other conditions, other than conditions resulting from a labor controversy, which are or are likely to be beyond the control of the services, personnel, equipment, and facilities of that political subdivision and require the combined forces of other political subdivisions to combat, or with respect to regulated energy utilities, a sudden and severe energy shortage or deenergization event that requires extraordinary measures beyond the authority vested in the Public Utilities Commission.

(2) A local emergency proclaimed as the result of a deenergization event does not trigger the electric utility obligations set forth in Public Utilities Commission Decision 19-07-015 or its successor decisions as related to deenergization events. A local emergency proclaimed as the result of a deenergization event does not alter the electric

utilities' Public Utilities Commission-approved cost-recovery mechanisms for their own costs associated with deenergization events.

(Amended by Stats. 2022, Ch. 537, Sec. 1. (SB 468) Effective January 1, 2023.)

Daily Average by Month (Adults Only)			
	2023	2024	2025
January	-	32.55	51.87
February	-	36.59	51.75
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
Monday, July 24, 2023	21	0	0
Tuesday, July 25, 2023	22	0	0
Wednesday, July 26, 2023	20	0	0

Thursday, July 27, 2023	27	0	0
Friday, July 28, 2023	25	0	0
Saturday, July 29, 2023	22	0	0
Sunday, July 30, 2023	22	0	0
Monday, July 31, 2023	24	0	0
Tuesday, August 1, 2023	21	0	0
Wednesday, August 2, 2023	19	0	0
Thursday, August 3, 2023	20	0	0
Friday, August 4, 2023	19	0	0
Saturday, August 5, 2023	26	0	0
Sunday, August 6, 2023	22	0	0
Monday, August 7, 2023	20	0	0
Tuesday, August 8, 2023	25	0	3
Wednesday, August 9, 2023	23	0	3
Thursday, August 10, 2023	20	0	3
Friday, August 11, 2023	23	0	5
Saturday, August 12, 2023	22	0	5
Sunday, August 13, 2023	29	0	6
Monday, August 14, 2023	25	0	5
Tuesday, August 15, 2023	21	0	5
Wednesday, August 16, 2023	23	0	6
Thursday, August 17, 2023	23	0	5
Friday, August 18, 2023	22	0	5
Saturday, August 19, 2023	23	0	5
Sunday, August 20, 2023	21	0	4
Monday, August 21, 2023	25	0	5
Tuesday, August 22, 2023	22	0	5
Wednesday, August 23, 2023	27	0	5
Thursday, August 24, 2023	22	0	5

Friday, August 25, 2023	25	0	5
Saturday, August 26, 2023	23	0	4
Sunday, August 27, 2023	25	0	5
Monday, August 28, 2023	23	1	5
Tuesday, August 29, 2023	24	1	6
Wednesday, August 30, 2023	22	2	6
Thursday, August 31, 2023	18	2	5
Friday, September 1, 2023	17	2	5
Saturday, September 2, 2023	20	2	5
Sunday, September 3, 2023	20	2	5
Monday, September 4, 2023	21	2	5
Tuesday, September 5, 2023	22	2	5
Wednesday, September 6, 2023	15	2	3
Thursday, September 7, 2023	16	2	4
Friday, September 8, 2023	18	2	4
Saturday, September 9, 2023	19	2	4
Sunday, September 10, 2023	20	2	5
Monday, September 11, 2023	20	2	5
Tuesday, September 12, 2023	24	2	5
Wednesday, September 13, 2023	24	2	5
Thursday, September 14, 2023	21	2	5
Friday, September 15, 2023	26	2	5
Saturday, September 16, 2023	28	2	5
Sunday, September 17, 2023	26	2	5
Monday, September 18, 2023	22	2	5
Tuesday, September 19, 2023	24	2	5
Wednesday, September 20, 2023	26	2	5
Thursday, September 21, 2023	30	2	5

Friday, September 22, 2023	23	2	5
Saturday, September 23, 2023	20	2	5
Sunday, September 24, 2023	26	2	5
Monday, September 25, 2023	20	2	4
Tuesday, September 26, 2023	20	2	4
Wednesday, September 27, 2023	24	2	4
Thursday, September 28, 2023	22	2	4
Friday, September 29, 2023	17	2	4
Saturday, September 30, 2023	20	2	4
Sunday, October 1, 2023	23	2	4
Monday, October 2, 2023	20	2	4
Tuesday, October 3, 2023	18	2	4
Wednesday, October 4, 2023	22	2	4
Thursday, October 5, 2023	24	2	7
Friday, October 6, 2023	21	2	5
Saturday, October 7, 2023	18	2	5
Sunday, October 8, 2023	19	2	5
Monday, October 9, 2023	20	2	5
Tuesday, October 10, 2023	19	2	5
Wednesday, October 11, 2023	22	2	5
Thursday, October 12, 2023	27	2	5
Friday, October 13, 2023	21	2	5
Saturday, October 14, 2023	21	2	5
Sunday, October 15, 2023	19	2	5
Monday, October 16, 2023	24	2	5
Tuesday, October 17, 2023	22	2	5
Wednesday, October 18, 2023	22	2	5
Thursday, October 19, 2023	30	2	5
Friday, October 20, 2023	17	2	5

Saturday, October 21, 2023	15	2	5
Sunday, October 22, 2023	22	2	5
Monday, October 23, 2023	22	2	5
Tuesday, October 24, 2023	20	2	5
Wednesday, October 25, 2023	19	2	5
Thursday, October 26, 2023	21	1	5
Friday, October 27, 2023	21	1	3
Saturday, October 28, 2023	21	1	3
Sunday, October 29, 2023	18	1	3
Monday, October 30, 2023	24	1	3
Tuesday, October 31, 2023	20	1	3
Wednesday, November 1, 2023	25	1	3
Thursday, November 2, 2023	24	1	3
Friday, November 3, 2023	22	1	3
Saturday, November 4, 2023	22	1	3
Sunday, November 5, 2023	19	1	3
Monday, November 6, 2023	23	1	3
Tuesday, November 7, 2023	27	1	3
Wednesday, November 8, 2023	22	1	3
Thursday, November 9, 2023	22	1	3
Friday, November 10, 2023	23	1	3
Saturday, November 11, 2023	21	1	3
Sunday, November 12, 2023	24	1	3
Monday, November 13, 2023	27	1	3
Tuesday, November 14, 2023	24	1	3
Wednesday, November 15, 2023	29	1	3
Thursday, November 16, 2023	29	0	3
Friday, November 17, 2023	25	0	3
Saturday, November 18, 2023	29	0	3

Sunday, November 19, 2023	29	0	3
Monday, November 20, 2023	29	0	3
Tuesday, November 21, 2023	29	0	3
Wednesday, November 22, 2023	29	0	3
Thursday, November 23, 2023	21	0	3
Friday, November 24, 2023	29	0	3
Saturday, November 25, 2023	27	0	3
Sunday, November 26, 2023	27	0	3
Monday, November 27, 2023	26	0	3
Tuesday, November 28, 2023	27	0	3
Wednesday, November 29, 2023	29	0	3
Thursday, November 30, 2023	27	0	3
Friday, December 1, 2023	22	0	3
Saturday, December 2, 2023	25	0	3
Sunday, December 3, 2023	25	0	3
Monday, December 4, 2023	20	0	3
Tuesday, December 5, 2023	25	0	3
Wednesday, December 6, 2023	30	0	3
Thursday, December 7, 2023	30	0	3
Friday, December 8, 2023	29	0	3
Saturday, December 9, 2023	25	0	3
Sunday, December 10, 2023	31	0	3
Monday, December 11, 2023	30	0	3
Tuesday, December 12, 2023	32	0	3
Wednesday, December 13, 2023	32	0	3
Thursday, December 14, 2023	35	0	3
Friday, December 15, 2023	30	0	3
Saturday, December 16, 2023	31	0	3
Sunday, December 17, 2023	29	0	3

Monday, December 18, 2023	26	0	3
Tuesday, December 19, 2023	25	1	3
Wednesday, December 20, 2023	31	0	3
Thursday, December 21, 2023	28	0	3
Friday, December 22, 2023	32	0	3
Saturday, December 23, 2023	29	0	3
Sunday, December 24, 2023	30	0	3
Monday, December 25, 2023	28	0	3
Tuesday, December 26, 2023	23	0	3
Wednesday, December 27, 2023	24	0	3
Thursday, December 28, 2023	28	0	3
Friday, December 29, 2023	23	0	3
Saturday, December 30, 2023	25	0	3
Sunday, December 31, 2023	28	0	3
Monday, January 1, 2024	24	0	3
Tuesday, January 2, 2024	24	0	3
Wednesday, January 3, 2024	29	0	3
Thursday, January 4, 2024	21	0	3
Friday, January 5, 2025	22	0	3
Saturday, January 6, 2024	32	0	3
Sunday, January 7, 2024	29	0	3
Monday, January 8, 2024	26	0	3
Tuesday, January 9, 2024	27	0	3
Wednesday, January 10, 2024	34	0	3
Thursday, January 11, 2024	33	0	3
Friday, January 12, 2025	36	0	3
Saturday, January 13, 2024	35	0	3
Sunday, January 14, 2024	34	0	3
Monday, January 15, 2024	39	0	3

Tuesday, January 16, 2024	38	0	4
Wednesday, January 17, 2024	33	0	4
Thursday, January 18, 2024	33	0	4
Friday, January 19, 2025	33	0	4
Saturday, January 20, 2024	36	0	4
Sunday, January 21, 2024	38	0	4
Monday, January 22, 2024	36	1	4
Tuesday, January 23, 2024	34	1	4
Wednesday, January 24, 2024	32	1	4
Thursday, January 25, 2024	38	1	4
Friday, January 26, 2025	35	1	4
Saturday, January 27, 2024	32	1	4
Sunday, January 28, 2024	36	1	4
Monday, January 29, 2024	34	1	4
Tuesday, January 30, 2024	40	1	5
Wednesday, January 31, 2024	36	1	5
Thursday, February 1, 2024	36	1	5
Friday, February 2, 2024	36	1	5
Saturday, February 3, 2024	27	1	5
Sunday, February 4, 2024	33	1	5
Monday, February 5, 2024	29	1	5
Tuesday, February 6, 2024	33	1	5
Wednesday, February 7, 2024	37	1	5
Thursday, February 8, 2024	34	1	5
Friday, February 9, 2024	37	0	5
Saturday, February 10, 2024	38	0	5
Sunday, February 11, 2024	39	0	5
Monday, February 12, 2024	35	0	5
Tuesday, February 13, 2024	38	0	5

Wednesday, February 14, 2024	37	0	5
Thursday, February 15, 2024	35	0	5
Friday, February 16, 2024	38	0	5
Saturday, February 17, 2024	40	0	5
Sunday, February 18, 2024	38	0	5
Monday, February 19, 2024	41	0	5
Tuesday, February 20, 2024	43	0	5
Wednesday, February 21, 2024	36	0	5
Thursday, February 22, 2024	39	0	5
Friday, February 23, 2024	36	0	5
Saturday, February 24, 2024	36	0	5
Sunday, February 25, 2024	38	0	5
Monday, February 26, 2024	37	0	5
Tuesday, February 27, 2024	41	0	5
Wednesday, February 28, 2024	41	0	9
Thursday, February 29, 2024	33	0	9
Friday, March 1, 2024	34	0	9
Saturday, March 2, 2024	33	0	9
Sunday, March 3, 2024	33	0	9
Monday, March 4, 2024	35	0	9
Tuesday, March 5, 2024	38	0	9
Wednesday, March 6, 2024	35	0	9
Thursday, March 7, 2024	36	0	9
Friday, March 8, 2024	37	0	9
Saturday, March 9, 2024	37	0	9
Sunday, March 10, 2024	41	0	9
Monday, March 11, 2024	41	0	9
Tuesday, March 12, 2024	42	0	9
Wednesday, March 13, 2024	40	0	9

Thursday, March 14, 2024	40	0	9
Friday, March 15, 2024	42	0	9
Saturday, March 16, 2024	39	0	9
Sunday, March 17, 2024	39	0	9
Monday, March 18, 2024	40	0	9
Tuesday, March 19, 2024	42	0	9
Wednesday, March 20, 2024	38	0	9
Thursday, March 21, 2024	35	0	9
Friday, March 22, 2024	37	0	9
Saturday, March 23, 2024	42	0	9
Sunday, March 24, 2024	42	0	9
Monday, March 25, 2024	41	0	9
Tuesday, March 26, 2024	41	0	9
Wednesday, March 27, 2024	44	0	9
Thursday, March 28, 2024	40	0	9
Friday, March 29, 2024	45	0	9
Saturday, March 30, 2024	46	0	9
Sunday, March 31, 2024	34	0	9
Monday, April 1, 2024	46	0	9
Tuesday, April 2, 2024	34	0	9
Wednesday, April 3, 2024	38	0	9
Thursday, April 4, 2024	38	0	9
Friday, April 5, 2024	31	0	9
Saturday, April 6, 2024	28	0	9
Sunday, April 7, 2024	33	0	9
Monday, April 8, 2024	38	0	9
Tuesday, April 9, 2024	41	0	9
Wednesday, April 10, 2024	39	0	9
Thursday, April 11, 2024	34	0	9

Friday, April 12, 2024	33	0	9
Saturday, April 13, 2024	38	0	9
Sunday, April 14, 2024	36	0	9
Monday, April 15, 2024	31	0	9
Tuesday, April 16, 2024	34	0	9
Wednesday, April 17, 2024	34	0	9
Thursday, April 18, 2024	33	0	9
Friday, April 19, 2024	29	0	9
Saturday, April 20, 2024	28	0	9
Sunday, April 21, 2024	29	0	9
Monday, April 22, 2024	28	0	9
Tuesday, April 23, 2024	28	0	9
Wednesday, April 24, 2024	28	0	9
Thursday, April 25, 2024	29	0	9
Friday, April 26, 2024	32	0	9
Saturday, April 27, 2024	30	0	9
Sunday, April 28, 2024	34	0	9
Monday, April 29, 2024	29	0	9
Tuesday, April 30, 2024	28	0	8
Wednesday, May 1, 2024	27	0	9
Thursday, May 2, 2024	26	0	9
Friday, May 3, 2024	29	0	9
Saturday, May 4, 2024	29	0	9
Sunday, May 5, 2024	34	0	9
Monday, May 6, 2024	30	0	9
Tuesday, May 7, 2024	30	0	9
Wednesday, May 8, 2024	30	0	9
Thursday, May 9, 2024	35	0	9
Friday, May 10, 2024	32	0	9

Saturday, May 11, 2024	30	0	9
Sunday, May 12, 2024	30	0	9
Monday, May 13, 2024	32	0	9
Tuesday, May 14, 2024	32	0	9
Wednesday, May 15, 2024	32	0	9
Thursday, May 16, 2024	33	0	9
Friday, May 17, 2024	36	0	9
Saturday, May 18, 2024	33	0	9
Sunday, May 19, 2024	38	0	9
Monday, May 20, 2024	34	0	8
Tuesday, May 21, 2024	30	0	9
Wednesday, May 22, 2024	30	0	9
Thursday, May 23, 2024	29	0	7
Friday, May 24, 2024	34	0	8
Saturday, May 25, 2024	35	0	9
Sunday, May 26, 2024	38	1	9
Monday, May 27, 2024	36	0	9
Tuesday, May 28, 2024	35	0	8
Wednesday, May 29, 2024	32	0	7
Thursday, May 30, 2024	31	0	7
Friday, May 31, 2024	29	0	8
Saturday, June 1, 2024	30	0	9
Sunday, June 2, 2024	34	0	10
Monday, June 3, 2024	33	0	9
Tuesday, June 4, 2024	27	0	8
Wednesday, June 5, 2024	32	0	9
Thursday, June 6, 2024	31	0	9
Friday, June 7, 2024	30	0	8
Saturday, June 8, 2024	33	0	9

Sunday, June 9, 2024	36	0	9
Monday, June 10, 2024	35	0	9
Tuesday, June 11, 2024	34	0	8
Wednesday, June 12, 2024	25	0	8
Thursday, June 13, 2024	30	0	10
Friday, June 14, 2024	39	0	10
Saturday, June 15, 2024	34	0	8
Sunday, June 16, 2024	34	0	8
Monday, June 17, 2024	32	0	9
Tuesday, June 18, 2024	34	0	10
Wednesday, June 19, 2024	33	0	9
Thursday, June 20, 2024	33	0	11
Friday, June 21, 2024	30	0	9
Saturday, June 22, 2024	27	0	8
Sunday, June 23, 2024	33	0	10
Monday, June 24, 2024	16	0	7
Tuesday, June 25, 2024	20	0	7
Wednesday, June 26, 2024	30	0	9
Thursday, June 27, 2024	30	0	9
Friday, June 28, 2024	33	0	10
Saturday, June 29, 2024	34	0	10
Sunday, June 30, 2024	34	0	10
Monday, July 1, 2024	30	0	10
Tuesday, July 2, 2024	35	0	11
Wednesday, July 3, 2024	27	0	9
Thursday, July 4, 2024	27	0	9
Friday, July 5, 2024	30	0	9
Saturday, July 6, 2024	29	0	9
Sunday, July 7, 2024	32	0	10

Monday, July 8, 2024	36	0	11
Tuesday, July 9, 2024	34	0	10
Wednesday, July 10, 2024	35	0	9
Thursday, July 11, 2024	35	0	9
Friday, July 12, 2024	26	0	8
Saturday, July 13, 2024	31	0	9
Sunday, July 14, 2024	35	0	10
Monday, July 15, 2024	36	0	11
Tuesday, July 16, 2024	33	0	10
Wednesday, July 17, 2024	29	0	9
Thursday, July 18, 2024	19	0	7
Friday, July 19, 2024	20	0	7
Saturday, July 20, 2024	22	0	8
Sunday, July 21, 2024	22	0	8
Monday, July 22, 2024	24	0	8
Tuesday, July 23, 2024	26	0	8
Wednesday, July 24, 2024	23	0	7
Thursday, July 25, 2024	24	0	8
Friday, July 26, 2024	22	0	7
Saturday, July 27, 2024	22	0	7
Sunday, July 28, 2024	23	0	7
Monday, July 29, 2024	23	0	7
Tuesday, July 30, 2024	21	0	7
Wednesday, July 31, 2024	21	0	7
Thursday, August 1, 2024	20	0	7
Friday, August 2, 2024	22	0	7
Saturday, August 3, 2024	18	0	7
Sunday, August 4, 2024	21	0	7
Monday, August 5, 2024	20	0	7

Tuesday, August 6, 2024	22	0	5
Wednesday, August 7, 2024	25	0	6
Thursday, August 8, 2024	25	0	8
Friday, August 9, 2024	20	0	4
Saturday, August 10, 2024	16	0	4
Sunday, August 11, 2024	23	0	5
Monday, August 12, 2024	31	0	7
Tuesday, August 13, 2024	23	0	5
Wednesday, August 14, 2024	24	0	4
Thursday, August 15, 2024	20	0	3
Friday, August 16, 2024	18	0	3
Saturday, August 17, 2024	23	0	4
Sunday, August 18, 2024	23	0	3
Monday, August 19, 2024	21	0	4
Tuesday, August 20, 2024	24	0	3
Wednesday, August 21, 2024	23	0	3
Thursday, August 22, 2024	24	0	3
Friday, August 23, 2024	29	0	3
Saturday, August 24, 2024	18	0	2
Sunday, August 25, 2024	30	0	3
Monday, August 26, 2024	16	0	2
Tuesday, August 27, 2024	21	0	3
Wednesday, August 28, 2024	23	0	2
Thursday, August 29, 2024	24	0	3
Friday, August 30, 2024	23	0	3
Saturday, August 31, 2024	27	0	2
Sunday, September 1, 2024	27	0	3
Monday, September 2, 2024	27	0	2
Tuesday, September 3, 2024	21	0	3

Wednesday, September 4, 2024	22	0	3
Thursday, September 5, 2024	27	0	3
Friday, September 6, 2024	33	0	4
Saturday, September 7, 2024	37	0	4
Sunday, September 8, 2024	28	0	3
Monday, September 9, 2024	32	0	4
Tuesday, September 10, 2024	33	0	3
Wednesday, September 11, 2024	22	0	3
Thursday, September 12, 2024	27	0	3
Friday, September 13, 2024	37	0	4
Saturday, September 14, 2024	33	0	4
Sunday, September 15, 2024	38	0	4
Monday, September 16, 2024	33	0	4
Tuesday, September 17, 2024	34	0	4
Wednesday, September 18, 2024	30	0	3
Thursday, September 19, 2024	33	0	4
Friday, September 20, 2024	20	0	2
Saturday, September 21, 2024	21	0	2
Sunday, September 22, 2024	22	0	3
Monday, September 23, 2024	35	0	4
Tuesday, September 24, 2024	33	0	4
Wednesday, September 25, 2024	34	0	3
Thursday, September 26, 2024	30	0	3
Friday, September 27, 2024	27	0	3
Saturday, September 28, 2024	28	0	3
Sunday, September 29, 2024	29	0	3
Monday, September 30, 2024	33	0	3
Tuesday, October 1, 2024	31	0	3
Wednesday, October 2, 2024	40	0	4

Thursday, October 3, 2024	31	0	3
Friday, October 4, 2024	31	0	3
Saturday, October 5, 2024	30	0	3
Sunday, October 6, 2024	27	0	3
Monday, October 7, 2024	25	0	2
Tuesday, October 8, 2024	28	0	2
Wednesday, October 9, 2024	26	0	2
Thursday, October 10, 2024	30	0	2
Friday, October 11, 2024	30	0	2
Saturday, October 12, 2024	32	0	3
Sunday, October 13, 2024	27	0	2
Monday, October 14, 2024	27	0	2
Tuesday, October 15, 2024	20	3	2
Wednesday, October 16, 2024	29	0	2
Thursday, October 17, 2024	26	0	2
Friday, October 18, 2024	28	0	2
Saturday, October 19, 2024	27	0	2
Sunday, October 20, 2024	27	0	2
Monday, October 21, 2024	28	0	2
Tuesday, October 22, 2024	28	0	2
Wednesday, October 23, 2024	23	0	2
Thursday, October 24, 2024	29	0	2
Friday, October 25, 2024	31	0	2
Saturday, October 26, 2024	30	0	2
Sunday, October 27, 2024	23	0	2
Monday, October 28, 2024	26	0	2
Tuesday, October 29, 2024	27	0	2
Wednesday, October 30, 2024	27	0	2
Thursday, October 31, 2024	24	0	2

Friday, November 1, 2024	30	0	3
Saturday, November 2, 2024	24	0	2
Sunday, November 3, 2024	34	0	3
Monday, November 4, 2024	30	0	2
Tuesday, November 5, 2024	30	0	2
Wednesday, November 6, 2024	32	0	2
Thursday, November 7, 2024	34	0	3
Friday, November 8, 2024	30	0	2
Saturday, November 9, 2024	32	0	3
Sunday, November 10, 2024	36	0	3
Monday, November 11, 2024	42	0	3
Tuesday, November 12, 2024	48	0	3
Wednesday, November 13, 2024	41	0	2
Thursday, November 14, 2024	45	0	3
Friday, November 15, 2024	45	0	3
Saturday, November 16, 2024	49	0	3
Sunday, November 17, 2024	49	0	3
Monday, November 18, 2024	49	0	3
Tuesday, November 19, 2024	51	0	5
Wednesday, November 20, 2024	46	0	4
Thursday, November 21, 2024	46	0	3
Friday, November 22, 2024	57	0	6
Saturday, November 23, 2024	48	0	5
Sunday, November 24, 2024	45	0	5
Monday, November 25, 2024	42	0	4
Tuesday, November 26, 2024	51	0	5
Wednesday, November 27, 2024	43	0	4
Thursday, November 28, 2024	50	0	5
Friday, November 29, 2024	49	0	5

Saturday, November 30, 2024	51	0	5
Sunday, December 1, 2024	56	0	6
Monday, December 2, 2024	45	0	4
Tuesday, December 3, 2024	53	0	6
Wednesday, December 4, 2024	47	0	4
Thursday, December 5, 2024	58	0	6
Friday, December 6, 2024	36	0	4
Saturday, December 7, 2024	53	0	5
Sunday, December 8, 2024	47	0	4
Monday, December 9, 2024	47	0	4
Tuesday, December 10, 2024	45	0	4
Wednesday, December 11, 2024	44	0	4
Thursday, December 12, 2024	44	0	4
Friday, December 13, 2024	52	0	5
Saturday, December 14, 2024	39	0	4
Sunday, December 15, 2024	44	0	4
Monday, December 16, 2024	51	0	5
Tuesday, December 17, 2024	50	0	4
Wednesday, December 18, 2024	53	0	5
Thursday, December 19, 2024	46	0	4
Friday, December 20, 2024	45	0	5
Saturday, December 21, 2024	43	0	4
Sunday, December 22, 2024	42	0	4
Monday, December 23, 2024	41	0	4
Tuesday, December 24, 2024	44	0	4
Wednesday, December 25, 2024	40	0	4
Thursday, December 26, 2024	51	0	5
Friday, December 27, 2024	55	0	5
Saturday, December 28, 2024	47	0	4

Sunday, December 29, 2024	44	0	4
Monday, December 30, 2024	50	0	5
Tuesday, December 31, 2024	47	0	4
Wednesday, January 1, 2025	50	0	5
Thursday, January 2, 2025	45	0	4
Friday, January 3, 2025	41	0	4
Saturday, January 4, 2025	51	0	5
Sunday, January 5, 2025	42	0	4
Monday, January 6, 2025	45	0	4
Tuesday, January 7, 2025	51	0	5
Wednesday, January 8, 2025	52	0	5
Thursday, January 9, 2025	56	0	6
Friday, January 10, 2025	45	0	5
Saturday, January 11, 2025	54	0	5
Sunday, January 12, 2025	48	0	4
Monday, January 13, 2025	54	0	6
Tuesday, January 14, 2025	57	0	6
Wednesday, January 15, 2025	55	0	5
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	52	0	7
Tuesday, February 11, 2025	55	0	7
Wednesday, February 12, 2025	53	0	7
Thursday, February 13, 2025	54	0	7
Friday, February 14, 2025	57	0	8
Saturday, February 15, 2025	50	0	7
Sunday, February 16, 2025	57	0	8
Monday, February 17, 2025	61	0	8
Tuesday, February 18, 2025	59	0	8
Wednesday, February 19, 2025	55	0	7
Thursday, February 20, 2025	51	0	7
Friday, February 21, 2025	58	0	8
Saturday, February 22, 2025	51	0	7
Sunday, February 23, 2025	59	0	8
Monday, February 24, 2025	50	0	7



CITY COUNCIL AGENDA – MARCH 4, 2025

SUBJECT: Police Use of Military Equipment Annual Review (AB 481)

SOURCE: Police

COMMENT: On September 30, 2021, Governor Newsom signed a series of police reform bills, including Assembly Bill 481 (AB 481), which states that the public has a right to know and participate in the decision-making processes related to the funding, acquisition, or use of military equipment by State or local government officials in an effort to increase transparency, accountability, and oversight. AB 481 called for local agencies to give strong consideration to the public's welfare, safety, civil rights, civil liberties, and public input. At its meeting on April 16, 2024, as part of a Public Hearing, the City Council approved the items deemed to be military pursuant to AB 481. It should be noted that none of the items in the inventory of the Porterville Police Department (PPD) are from the United States Military (please see the attached Agenda Staff Report from the City Council Meeting of May 17, 2022, as Attachment 3). The legislation required that local law enforcement agencies that seek to continue the use of military equipment acquired prior to January 1, 2022, accomplish the following which have been completed:

1. Draft a military equipment funding, acquisition, and use policy that describes each piece of military equipment and the authorized uses for each piece of equipment (Attachment 1);
2. Seek approval of the policy from their governing body by ordinance for the continued use of existing military equipment before acquiring new military equipment or seeking funds for equipment purposes; and
3. Make publicly available any proposed or final military equipment use policy, for as long as the military equipment is available for use, on the agency's website.

In addition to the above requirements, AB 481 also requires, at least annually, that the law enforcement agency shall:

1. Prepare an annual military equipment report with at least one "well-publicized and conveniently located community-engagement meeting" to allow for public discussion of the report; and

2. Present the policy for review, renewal, and approval at a Regular Meeting of the governing body. During this review, the governing body shall consider the Annual Report and determine whether each type of military equipment has complied with specified standards for approval.

The Porterville Police Department's 2024 AB 481, Military Equipment Annual Report (Attachment 2) is being presented to meet the annual requirement.

AB 481 defines "military equipment" as follows and differentiates the equipment by category:

- Category 1: Unmanned, remotely piloted, powered aerial or ground vehicles.
 - Category 2: Mine-resistant, ambush-protected (MRAP) vehicles or armored personnel carriers. However, police versions of standard consumer vehicles are specifically excluded from this subdivision.
 - Category 3: High-mobility multi-purpose wheeled vehicles (HMMWV), commonly referred to as Humvees, two-and-one-half-ton trucks, five-ton trucks, or wheeled vehicles that have a breaching or entry apparatus attached. However, unarmored all-terrain vehicles (ATVs) and motorized dirt bikes are specifically excluded from this subdivision.
 - Category 4: Tracked armored vehicles that provide ballistic protection to their occupants and utilize a tracked system instead of wheels for forward motion.
 - Category 5: Command and control vehicles that are either built or modified to facilitate the operational control and direction of public safety units.
 - Category 6: Weaponized aircraft, vessels, or vehicles of any kind.
 - Category 7: Battering rams, slugs, and breaching apparatuses that are explosive in nature. However, items designed to remove a lock, such as bolt cutters or a handheld ram designed to be operated by one person, are specifically excluded from this subdivision.
 - Category 8: Firearms of .50-caliber or greater. However, standard-issue shotguns are specifically excluded from this subdivision.
 - Category 9: Ammunition of .50-caliber or greater. However, standard-issue shotgun ammunition is specifically excluded from this subdivision.
 - Category 10: Specialized firearms and ammunition of less than .50-
- Item No. 20.

caliber, including assault weapons as defined in Sections 30510 and 30515 of the Penal Code, with the exception of standard-issue service weapons and ammunition of less than .50-caliber that are issued to officers, agents, or employees of a law enforcement agency or a State agency.

- Category 11: Any firearm or firearm accessory that is designed to launch explosive projectiles.
- Category 12: "Flashbang" grenades and explosive breaching tools, "tear gas," and "pepper balls," excluding standard, service-issued handheld pepper spray.
- Category 13: Taser Shockwave, microwave weapons, water cannons, and the Long-Range Acoustic Device (LRAD).
- Category 14: The following projectile launch platforms and their associated munitions: 40 millimeter projectile launchers, "bean bag," rubber bullet, and specialty impact munition (SIM) weapons.
- Category 15: Any other equipment as determined by a governing body or a state agency to require additional oversight.

AB 481 does not prohibit law enforcement from obtaining and using the above equipment; rather, it creates a public process for obtaining approval of these types of equipment and their authorized uses. The Porterville Police Department (PPD) possesses equipment in eight of the fifteen categories listed. See Attachment 2 for full descriptions.

Current PPD Equipment Meeting Military Equipment Designation:

The Department continues to carefully assess what equipment is needed to protect the public and officers when resolving critical incidents, such as active shooter response, apprehending violent offenders, hostage rescue, and barricaded subjects, among others. Certain equipment is also beneficial in providing information and creating cover, distance, and time that help to improve the decision-making process during critical incidents. This allows responding officers to take in and evaluate the totality of the circumstances, which results in increased safety and reduced risk for everyone involved.

In general, most of the equipment listed in the report is highly specific in its use and is not carried day to day. Items below may be used a few times a year, and their deployment requires departmental notifications. More information about the frequency of use for various types of equipment is provided in Attachment 2.

Many of the items designated by AB 481 as military equipment have been in PPD's equipment inventory for years. The Department's

operating procedures and training program instruct staff in the proper use of this equipment.

Current Policies and Procedures for Equipment Purchase and Use:

PPD adheres to the City's budget process and its purchasing policies and procedures when procuring its equipment.

The use of equipment is governed by PPD Policy No. 300, Use of Force and De-escalation Policy, Policy No. 303, Control Devices and Techniques, and PPD Policy 704 Military Equipment. In addition, the State of California Commission on Peace Officer Standards and Training (POST) establishes operational guidelines and training recommendations for certain equipment and tactics, and compliance with these guidelines is managed by the department's designated subject matter experts.

All PPD policies and procedures that govern safe handling, storage, and qualifications related to specified equipment remain in effect. This includes, but is not limited to, California Occupational Safety and Health Agency (OSHA) certification of energetic breaching operators; Bureau of Alcohol, Tobacco, Firearms and Explosives (ATF) oversight of energetic breaching materials; and ATF oversight of Noise-Flash Diversionary Devices.

FISCAL IMPACT

The acquisition of new or replacement equipment or items meeting the reporting requirements of AB 481 is funded from the Department budget in accordance with the AB 481 Policy (Attachment 1) and the approval of the City Council. The AB 481 Military Equipment Annual Report (Attachment 2) has no direct fiscal impact.

AB 481 requires the law enforcement agency to prepare an annual military equipment report to include each use of military equipment, any complaints received, and any internal audits or other information about policy violations. Further, AB 481 requires the report to be posted for public discussion and presented to the City Council for review, renewal, and approval annually.

RECOMMENDATION: That the City Council, per the requirements of Assembly Bill 481:

1. Allow public comment and questions concerning the annual report and the funding, acquisition, and use of the equipment;
2. Review and renew PPD Policy 704 – Military Equipment (Attachment 1);
3. Review the AB 481 Military Equipment Annual Report

2024 (Attachment 2); and
4. By opting not to modify or rescind, affirm Ordinance No. 1892.

ATTACHMENTS:

1. Porterville PD Policy 704 (2024)
2. Porterville Police Department Annual Report on Controlled Equipment Use (2024)
3. City Council Agenda Staff Report - May 17, 2022
4. Ordinance No. 1892

Appropriated/Funded:

Review By:

Department Director:
Jake Castellow, Chief of Police

Final Approver: Jason Ridenour, Interim City Manager

Military Equipment

704.1 PURPOSE AND SCOPE

The purpose of this policy is to provide guidelines for the approval, acquisition, and reporting requirements of military equipment (Government Code § 7070; Government Code § 7071; Government Code § 7072).

704.1.1 DEFINITIONS

Definitions related to this policy include (Government Code § 7070):

Governing body – The elected or appointed body that oversees the Department.

Military equipment – Includes but is not limited to the following:

- Unmanned, remotely piloted, powered aerial or ground vehicles.
- Mine-resistant ambush-protected (MRAP) vehicles or armored personnel carriers.
- High mobility multipurpose wheeled vehicles (HMMWV), two-and-one-half-ton trucks, five-ton trucks, or wheeled vehicles that have a breaching or entry apparatus attached.
- Tracked armored vehicles that provide ballistic protection to their occupants.
- Command and control vehicles that are either built or modified to facilitate the operational control and direction of public safety units.
- Weaponized aircraft, vessels, or vehicles of any kind.
- Battering rams, slugs, and breaching apparatuses that are explosive in nature. This does not include a handheld, one-person ram.
- Firearms and ammunition of .50 caliber or greater, excluding standard-issue shotguns and standard-issue shotgun ammunition.
- Specialized firearms and ammunition of less than .50 caliber, including firearms and accessories identified as assault weapons in Penal Code § 30510 and Penal Code § 30515, with the exception of standard-issue firearms.
- Any firearm or firearm accessory that is designed to launch explosive projectiles.
- Noise-flash diversionary devices and explosive breaching tools.
- Munitions containing tear gas or OC, excluding standard, service-issued handheld pepper spray.
- Area denial electroshock devices, microwave weapons, water cannons, long-range acoustic devices (LRADs), acoustic hailing devices, and sound cannons.
- Kinetic energy weapons and munitions.
- Any other equipment as determined by a governing body or a state agency to require additional oversight.

Porterville Police Department

Porterville PD Policy Manual

Military Equipment

704.2 POLICY

It is the policy of the Porterville Police Department that members of this department comply with the provisions of Government Code § 7071 with respect to military equipment.

704.3 MILITARY EQUIPMENT COORDINATOR

The Chief of Police should designate a member of this department to act as the military equipment coordinator. The responsibilities of the military equipment coordinator include but are not limited to:

- (a) Acting as liaison to the governing body for matters related to the requirements of this policy.
- (b) Identifying department equipment that qualifies as military equipment in the current possession of the Department, or the equipment the Department intends to acquire that requires approval by the governing body.
- (c) Conducting an inventory of all military equipment at least annually.
- (d) Collaborating with any allied agency that may use military equipment within the jurisdiction of Porterville Police Department (Government Code § 7071).
- (e) Preparing for, scheduling, and coordinating the annual community engagement meeting to include:
 - 1. Publicizing the details of the meeting.
 - 2. Preparing for public questions regarding the department's funding, acquisition, and use of equipment.
- (f) Preparing the annual military equipment report for submission to the Chief of Police and ensuring that the report is made available on the department website (Government Code § 7072).
- (g) Establishing the procedure for a person to register a complaint or concern, or how that person may submit a question about the use of a type of military equipment, and how the Department will respond in a timely manner.

704.4 MILITARY EQUIPMENT INVENTORY

The following constitutes a list of qualifying equipment for the Department: [See attachment: AB481 Military Equipment \(2023\).pdf](#)

704.5 APPROVAL

The Chief of Police or the authorized designee shall obtain approval from the governing body by way of an ordinance adopting the military equipment policy. As part of the approval process, the Chief of Police or the authorized designee shall ensure the proposed military equipment policy is submitted to the governing body and is available on the department website at least 30 days prior to any public hearing concerning the military equipment at issue (Government Code § 7071). The military equipment policy must be approved by the governing body prior to engaging in any of the following (Government Code § 7071):

- (a) Requesting military equipment made available pursuant to 10 USC § 2576a.

Porterville Police Department

Porterville PD Policy Manual

Military Equipment

- (b) Seeking funds for military equipment, including but not limited to applying for a grant, soliciting or accepting private, local, state, or federal funds, in-kind donations, or other donations or transfers.
- (c) Acquiring military equipment either permanently or temporarily, including by borrowing or leasing.
- (d) Collaborating with another law enforcement agency in the deployment or other use of military equipment within the jurisdiction of this department.
- (e) Using any new or existing military equipment for a purpose, in a manner, or by a person not previously approved by the governing body.
- (f) Soliciting or responding to a proposal for, or entering into an agreement with, any other person or entity to seek funds for, apply to receive, acquire, use, or collaborate in the use of military equipment.
- (g) Acquiring military equipment through any means not provided above.

704.6 COORDINATION WITH OTHER JURISDICTIONS

The Porterville Police Department works closely with local, county, state, and federal partners. In certain circumstances, and with the approval of the Chief of Police or designee, military equipment may be deployed from outside entities to promote the safety and security of community members. If the Police Department acquires, borrows, or uses military equipment in approved circumstances, it will provide written notification of the acquisition or use to the City Council within 30 days following the commencement of such circumstance unless such information is confidential or privileged under local, state or federal law.

704.7 ANNUAL REPORT

Upon approval of a military equipment policy, the Chief of Police or the authorized designee should submit a military equipment report to the governing body for each type of military equipment approved within one year of approval, and annually thereafter for as long as the military equipment is available for use (Government Code § 7072).

The Chief of Police or the authorized designee should also make each annual military equipment report publicly available on the department website for as long as the military equipment is available for use. The report shall include all information required by Government Code § 7072 for the preceding calendar year for each type of military equipment in department inventory.

704.8 COMMUNITY ENGAGEMENT

Within 30 days of submitting and publicly releasing the annual report, the Department shall hold at least one well-publicized and conveniently located community engagement meeting, at which the Department should discuss the report and respond to public questions regarding the funding, acquisition, or use of military equipment.

Table of Contents

Executive Summary..... 2

Controlled Equipment Categories..... 3

 Robot..... 4

 Unmanned Aerial Vehicles..... 5

 Armored Personnel Carrier, Vehicle with Entry Apparatus Attached 7

 Command and Control Vehicles..... 8

 Specialized Firearms 9

 Noise Flash Diversionary Devices..... 10

 Tear Gas 11

 Projectile Launch Platforms and Associated Munitions 14

Training Costs..... 16

Executive Summary

On September 30, 2021, California Governor Gavin Newsom approved Assembly Bill 481 requiring California law enforcement agencies to obtain approval of a Military Equipment Use Policy by their applicable governing body (City Council) prior to taking certain actions related to the funding, acquisition, or use of controlled equipment.

Assembly Bill 481 allows the governing body to approve the funding, acquisition, and use of controlled equipment ("Military Equipment") within its jurisdiction if the equipment meets specified standards. The Controlled Equipment Use Policy and an Annual Controlled Equipment Use Report are subject to annual review to affirm the criteria outlined in Assembly Bill 481 have been met.

The format of this report was crafted in a manner that conforms to the statutorily required annual report pursuant to California Government Code section 7072(a) to include the following information:

- 1.) A summary of the military equipment uses and the purpose;
- 2.) A summary of any complaints or concerns concerning the military equipment;
- 3.) The results of any internal audits, information on any violations, and actions taken in response;
- 4.) The total annual cost for each type of equipment;
- 5.) The quantity possessed of each type of equipment;
- 6.) The intent to acquire additional equipment and quantity sought.

***Unless otherwise noted the funds for the equipment, staff costs, training costs, or costs for the use of the equipment, are from the approved existing budget. Tuition costs for outside training courses, even if included in the existing budget, will be noted in the total annual outside training cost section.

The Porterville Police Department recognizes the public's ongoing interest in how controlled equipment is used to protect our community and is committed to maintaining our community's trust in providing professional and responsive police services. As such, the Porterville Police Department has authored the following comprehensive Annual Controlled Equipment Use Report to remain transparent with our community and in accordance with annual reporting requirements set forth by applicable California Law.

Controlled Equipment Categories

Assembly Bill 481 created Government Code 7070 which designated 15 categories of items deemed "military" or more accurately defined as controlled equipment:

Category 1:	Unmanned, remotely piloted, powered aerial or ground vehicles
Category 2:	Mine-resistant ambush-protected vehicles or armored personnel carriers
Category 3:	High mobility multipurpose wheeled vehicles (HMMWV), two-and-one-half-ton trucks, five-ton trucks, or wheeled vehicles that have a breaching or entry apparatus attached
Category 4:	Tracked armored vehicles that provide ballistic protection to their occupants
Category 5:	Command and control vehicles that are either built or modified to facilitate the operational control and direction of public safety units
Category 6:	Weaponized aircraft, vessels, or vehicles of any kind
Category 7:	Battering rams, slugs, and breaching apparatuses that are explosive in nature
Category 8:	Firearms and ammunition of .50 caliber or greater, excluding standard-issue shotguns and standard-issue shotgun ammunition
Category 9:	Ammunition of .50 or greater.
Category 10:	Specialized firearms and ammunition of less than .50 caliber, including firearms and accessories identified as assault weapons in Penal Code § 30510 and Penal Code §30515, with the exception of standard-issue handguns
Category 11:	Any firearm or firearm accessory that is designed to launch explosive projectiles
Category 12:	Flashbang grenades and explosive breaching tools, "tear gas", "pepper balls", munitions containing tear gas or OC, excluding standard, service-issued handheld pepper spray
Category 13:	TASER® Shockwave, microwave weapons, water cannons, and long-range acoustic devices
Category 14:	Launch platforms and their associated munitions: 40mm projective launchers "beanbag", rubber bullet, and specialty impact munition (SIM) weapons
Category 15:	Any other equipment as determined by a governing body or a state agency to require additional oversight

Robot (Category 1)a. **Description, quantity, capabilities, and purchase cost:**

Robotex Avatar transportable robot

Quantity: 1

The Robotex Avatar is a remote-controlled robot, which operates on the ground and is utilized to enhance the safety of law enforcement personnel and the community. The Avatar enhances the capabilities of SWAT and tactical response teams by allowing them to quickly and safely inspect dangerous situations, there is no longer a need to send personnel in before you've had a chance to assess the situation. This equipment is for use during high-risk incidents. Incidents that may qualify for its use include, but are not limited to, a high-risk warrant service, barricaded subject, and hostage negotiation/rescue. Before entering a structure, particularly in a tactically compromised and dangerous situation, knowledge of a subject's location is very important, and the robot can provide that without placing anyone at risk. Cameras can also help determine if a subject is armed and also if there are other subjects inside that need assistance.

b. **Purpose:**

To be used to remotely gain visual information, deliver CRT phone, and clear buildings, or for any other approved law enforcement purpose.

c. **Authorized Use:**

Only personnel who have completed the required department training shall be permitted to operate the robot. Use is established by the Incident Commander or SWAT Commander. All other applicable PPD policies remain in effect, including, but not limited to, PPD Policy 312 – Search and Seizure, PPD Policy 404 – Special Weapons and Tactics, and PPD Policy 407 – Hostage and Barricade Incidents.

d. **Expected Lifespan:**

8-10 years

Use Reporting 2024

The robot was not used in 2024.

Summary of Complaints or Concerns 2024:

No complaints or concerns were received.

Internal audits / Violations 2024:

The robot was checked monthly. No violations.

Total Annual Cost 2024:

None.

Intended Acquisition in 2025:

None.

Unmanned Aerial Vehicles (Category 1)

a. **Description, quantity, capabilities, and purchase cost:**

Unmanned Aerial Systems (UAS) are battery-powered, remote-operated unmanned aerial devices and the equipment used to control it. Remote controls allow operators to control the UAS and view the live feed from UAS-mounted cameras. The UASs have proven to be useful to public safety agencies in firefighting, search and rescue, pre-operational surveillance, and other tactical situations where aerial views enhance the safety and efficiency of law enforcement and fire personnel.

1. DJI MAVIC 2 Enterprise Dual
Quantity: 1
UAS can record color video as well as with thermal imaging and has approximately 30 minutes of flight time.
2. DJI MAVIC 2 Enterprise Zoom
Quantity: 2
UAS has a color and better zoom-capable camera. It can record video with approximately 40 minutes of flight time.
3. DJI Mini 2 Fly More
Quantity: 1
UAS with a smaller footprint and better capabilities of indoor reconnaissance during tactical deployments. Able to record video and audio with approximately 30 minutes of flight time.
4. DJI M30T
Quantity: 1
UAS that weighs approximately 8.3 pounds, and features a 640 x 512 px radiometric thermal camera with a 1280 x 1024 infrared super-resolution mode, along with 48 megapixel 1/2" CMOS zoom camera with 5x to 16x optical and 200x digital zoom, a 12-megapixel wide-angle camera, 8k photo 4K/30 fps video resolution, and a laser rangefinder which can give the precise coordinates of objects up to 1,200 meters away, flight time approximately 40 min. and can operate in harsh weather conditions such as rain and snow.
5. DJI Avata
Quantity: 1
UAS that weighs approximately 1 pound, features a 4K @ 30/50/60 FPS video resolution, is capable of capturing JPEG 4K photographs. UAS features built-in propeller guards for interior flights. UAS is operated by an FPV motion controller and headset for optimal control and visualization. UAS has an approximate flight time of 20 minutes and can operate in small confined areas effective for interior residence searches.

b. **Purpose:**

To be deployed when its view would assist officers or incident commanders with the following situations, which include but are not limited to:

1. Major collision investigations and crime scenes.
2. Search for missing persons and rescue events.
3. Natural disaster management.

4. Anytime a UAS would enhance public safety, improve operational safety, incident stabilization, or incident mitigation.
5. SWAT, tactical or other public safety, fire services, and life preservation missions.

c. **Authorized Use:**

Only assigned personnel who have completed the required department training shall be permitted to operate any UAS during approved missions. All other applicable PPD policies remain in effect, including, but not limited to, PPD Policy 312 – Search and Seizure, and PPD Policy 604 – Unmanned Aerial System (UAS) Operations.

d. **Expected Lifespan:**

3-5 years

Use Reporting 2024

Collectively the drones were used 117 times, which is a 9.0% decrease from 2023. These 117 operational flights totaled 114.6 hours of flight time, which is a 16% decrease in flight time from 2023. Of the 117 flights, there were several occasions that the uses occurred on the same incidents, with different UAV types. The UAVs were utilized for suspect searches, barricaded subjects, missing persons, high-risk search warrants, and even to assist in the monitoring and tracking of the erosion of the river banks of the Tule River.

During 2024, the UAV Unit participated in multiple programs to display the abilities of the UAVs. Some of these programs included the Jr. Police Academy and National Night Out. During these presentations, the pilots conducted performance tests and flight demonstrations to display the abilities of the UAVs. The UAV pilots additionally participated in monthly training to maintain proficiency. These monthly trainings are tracked and documented but not considered as part of the 117 operational flights previously listed.

Summary of Complaints or Concerns 2024:

No complaints or concerns were received.

Internal audits / Violations 2024:

UAVs were inspected monthly during training. No violations noted.

Total annual Cost 2024:

- \$5,547.91 - Maintenance, software, registration, repairs, battery replacement, training, and pilot certification.

Armored Personnel Carrier, vehicle with entry apparatus attached

(Category 2 & 3)

a. **Description, quantity, capabilities, and purchase cost:**

Lenco Armored Rescue Vehicle (ARV)

Quantity: 1

The ARV is based on a Ford F-550 Super Duty commercial truck chassis and Ford Triton engine. The vehicle has armored steel bodywork and ballistic glass. The ARV is designed to provide ballistic protection during tactical events and is designed to withstand multiple high-powered bullet strikes from small arms fire as well as low-level explosions. The ARV is equipped with emergency lights/sirens, spotlights, a hydraulic breaching apparatus, and a public address system.

b. **Purpose:**

The rescue vehicle would potentially be used in situations to facilitate rescue operations, conduct evacuations, provide emergency medical aid in dangerous environments, during rapidly evolving critical incidents having a potential of injury or death, and for high-risk pre-planned events. The vehicle's ballistic protection would also provide an environment and opportunity for our officers to de-escalate incidents with potentially armed suspects or for other approved law enforcement purposes.

c. **Authorized Use:**

The use of armored vehicles shall only be authorized by a watch commander, incident commander, or SWAT commander, based on the specific circumstances of a given critical incident. Armored vehicles shall be used only by officers trained in their deployment and in a manner consistent with department policy and training. All other applicable PPD policies remain in effect, including, but not limited to, PPD Policy 703 – Vehicle Use.

d. **Expected Lifespan:**

25 years

Use Reporting 2024

The city received our ARV in September of 2020. It was utilized at every SWAT deployment, which was 9 times throughout the year. The ARV was at the National Night Out and several community events for public relations purposes such as National Night Out and the Christmas Toy Drive. The vehicle has also been used during SWAT trainings.

Summary of Complaints or Concerns 2024:

No complaints or concerns were received.

Internal audits / Violations 2024:

No violations

Total annual Cost 2024:

- \$1,278.92 was the annual maintenance to include Diesel Particulate Filter maintenance and regularly scheduled preventative maintenance appointments. This number also included fuel.

Command and Control Vehicles (Category 5)

a. **Description, quantity, and capabilities:**

Elite II 24' enclosed trailer

Quantity: 1

Aside from use as a command post for DUI Checkpoints, the mobile command center can also be utilized for other critical incidents, preplanned large events, searching for missing persons, natural disasters, and community events.

b. **Purpose:**

To be utilized for DUI checkpoints, critical incident callouts, as a temporary Emergency Operations Center, or a backup dispatch center, or for other approved law enforcement purposes.

Authorized Use:

The mobile command post can be used by staff who have been properly trained in the safe handling of the vehicle. All other applicable PPD policies remain in effect, including, but not limited to, PPD Policy 703 – Vehicle Use.

c. **Expected Lifespan:**

20 years on chassis. Upgrades may be needed in 5-7 years to maintain IT systems.

Use Reporting 2024

The vehicle was used as an incident command center for all DUI checkpoints during 2024. The vehicle has been used during training exercises for CRT and the UAV team.

Summary of Complaints or Concerns 2024:

No complaints or concerns were received.

Internal audits / Violations 2024:

No violations

Total annual Cost 2024:

Annual maintenance cost of \$1,119.45, which was in preventative maintenance appointments.

Specialized Firearms and Ammunition (Category 10)

a. Description, quantity, capabilities, and purchase cost

1. The AR-15 is a lightweight, magazine-fed, gas-operated semi-automatic rifle capable of accurately stopping an armed subject at various distances including those that exceed the capabilities of a service pistol. The .223 / 5.56 cartridge is used as a lethal option designed to stop a violent encounter. The projectile is capable of penetrating soft body armor being worn by armed subjects. Colt AR-15/M4 (Barrel lengths varying from 10.3 to 16 inches
Quantity: 66
2. The Ruger Precision Rifle (RPR) is a bolt-action .308 rifle with a magnified optic, and is capable of accurately stopping an armed subject at greater distances and precision than an AR-15 is capable of. These rifles were purchased in 2024 after the department implemented an "Overwatch" (sniper) element as part of the SWAT team. These rifles were used during monthly training, but have not yet been deployed on a SWAT operation.
Quantity: 2

b. Purpose:

To be used as precision weapons to address a threat with more precision and/or greater distances than a handgun, if present and feasible.

c. Authorized Use:

Only members who are POST-certified are authorized to use a rifle. All other applicable PPD policies remain in effect, including, but not limited to, PPD Policy 300 – Use of Force, PPD Policy 306 – Firearms.

d. Expected Lifespan:

15 years

Use Reporting 2024

The rifles were used during monthly range qualifications and SWAT training. The carbines were deployed on patrol and SWAT operations per policy but were not discharged. The Ruger Precision Rifles were used only during training.

Summary of Complaints or Concerns 2024:

No complaints or concerns were received.

Internal audits / Violations 2024:

No violations.

Total annual Cost 2024:

No maintenance cost.

Intended Acquisition in 2025:

In 2024, the Porterville Police Department implemented a two-man Overwatch ("Sniper") element of the SWAT team. The selected personnel attended a certified Overwatch course, and two Ruger Precision Rifles, as mentioned above, were purchased. The department plans to add two members to the Overwatch team, which will necessitate the need for additional equipment in 2025.

Noise Flash Diversionary Devices (Category 12)

a. **Description, quantity, capabilities, and purchase cost:**

Noise Flash Diversionary Devices (NFDD) is a non-fragmenting device that creates a bright flash and loud sound to temporarily divert the attention of subjects in the immediate area. NFDDs are used to distract and temporarily incapacitate dangerous suspects by overwhelming their senses of vision and hearing. The distraction allows officers to seize a moment of opportunity to take control of high-risk situations.

Quantity: 30

b. **Purpose:**

To produce atmospheric overpressure and brilliant white light and, as a result, can cause short-term (6 - 8 seconds) physiological/psychological sensory deprivation to give officers a tactical advantage.

c. **Authorized Use:**

Diversionary Devices shall only be used by SWAT officers who have completed a POST-approved 80-hour SWAT school and who have been trained in their proper use in the following circumstances:

1. Hostage and barricaded subject situations.
2. High- risk warrant (search/arrest) services where there may be extreme hazards to officers.
3. Other high-risk situations where their use would enhance officer safety or during training.

All other applicable PPD policies remain in effect, including, but not limited to, PPD Policy 300 – Use of Force, PPD Policy 404 – Special Weapons and Tactics

d. **Expected Lifespan:**

5 years

Use Reporting 2024

NFDDs were deployed three times during SWAT operations. In addition, (8) NFDDs were deployed during training and/or instructor school.

Summary of Complaints or Concerns 2024:

No complaints or concerns were received.

Internal audits / Violations 2024:

No violations.

Total annual Cost 2024:

No annual cost other than the purchase of replacement devices after deployments.

Intended Acquisition in 2025:

Replacement of expended NFDDs.

Tear Gas (Category 12)

a. Description, quantity, capabilities, and purchase cost:

Chemical agent munitions, which are commonly referred to as “tear gas,” are used by the Porterville Police Department as a non-lethal tool on barricaded suspects. The Porterville Police Department uses chemical agents that are used by law enforcement across the United States: CS (2-Chlorobenzylidenemalononitrile) and OC (Oleoresin Capsicum). CS is an irritating agent and lachrymator (irritates the eyes and causes tears to flow). CS has been medically tested in the UK and US, specifically by the U.S. Army. There are no known allergic reactions to CS. OC was de-regulated in California in 1996, is endorsed by the FBI, and is available to civilians to legally possess (2.5oz or less). OC is an inflammatory agent that causes involuntary closure of eyes and respiratory inflammation.

1. The CM Spede-Heat CS Grenade is a high volume, continuous burn [device;] it expels its payload in approximately 20-40 seconds. The payload is discharged through four gas ports on top of the canister, three on the side and one on the bottom. This launchable grenade is 6.12 in. by 2.62 in. and holds approximately 2.9 oz. of active agent.

Quantity: 8

2. The design of the Tri-Chamber Flameless CS Grenade allows the contents to burn within an internal can and disperse the agent safely with reduced risk of fire. The grenade is designed primarily for indoor tactical situations to detect and/or dislodge a barricaded subject. This grenade will deliver approximately .70 oz. of agent during its 20-25 seconds burn time. The Tri-Chamber Flameless Grenade can be used in crowd control as well as tactical deployment situations by Law Enforcement and Corrections but was designed with the barricade situation in mind. Its applications in tactical situations are primarily to detect and/or dislodge barricaded subjects. The purpose of the Tri-Chamber Flameless Grenade is to minimize the risks to all parties through pain compliance, temporary discomfort, and/or incapacitation of potentially violent or dangerous subjects. The Tri-Chamber Flameless Grenade provides the option of delivering a pyrotechnic chemical device indoors, maximizing the chemicals’ effectiveness via heat and vaporization, while minimizing or negating the chance of fire to the structure.

Quantity: 4

3. The Triple-Chaser® CS consists of three separate canisters pressed together with separating charges between each. When deployed, the canisters separate and land approximately 20 feet apart allowing increased area coverage in a short period of time. This grenade can be hand-thrown or launched from a fired delivery system. The grenade is 6.5 in. by 2.7 in. and holds approximately 3.2 oz. of active agent payload. It has an approximate burn time of 20-30 seconds.

Quantity: 7

4. The Ferret® 37 mm OC Round is a frangible projectile filled with chemical agents. Upon impacting the barrier, the nose cone ruptures and instantaneously delivers the .16 oz. agent payload inside a structure. These munitions are 4.8 in. by 1.5 in. and travel at 650fps with an effective range of 50 yards.

Quantity: 15

5. The Pocket Tactical CS Grenade is small and lightweight. The 0.9 oz. of active agent will burn approximately 20-40 seconds. At 4.75" X 1.4" in size, it easily fits in most tactical pouches. This is a launchable grenade, however, it is normally used as a signaling or covering device. Though this device is slightly over 4" in length, it produces a smoke cloud so fast it appears to be an enveloping screen produced by a full-size tactical grenade.
Quantity: 3
6. The Ferret® 37 mm CS Round is a frangible projectile filled with chemical agents. Upon impacting the barrier, the nose cone ruptures and instantaneously delivers the .16 oz. agent payload inside a structure. These munitions are 4.8 in. by 1.5 in. and travel at 650fps within an effective range of 50 yards.
Quantity: 7
7. The Ferret® 40 mm Barricade Penetrating Round is filled with a CS powder chemical agent. It is a frangible projectile that is spin-stabilized utilizing barrel rifling. It is non-burning and designed to penetrate barriers. Primarily used to dislodge barricaded subjects, it can also be used for area denial. Primarily used by tactical teams, it is designed to penetrate barriers, such as windows, hollow core doors, wallboards, and thin plywood. Upon impact, the nose ruptures and instantaneously delivers the agent payload inside a structure or vehicle.
Quantity: 2
8. The CTS White Smoke 5210 Canister is a pyrotechnic smoke grenade used for concealment or as a signaling device.
Quantity: 2
9. The CTS White Smoke 8210 Canister is a small-diameter pyrotechnic irritant smoke grenade for outdoor use to disperse crowds. Emits smoke for up to 30 seconds and is small enough to carry in a pocket. Can be hand thrown or launched.
Quantity: 2

b. **Purpose:**

To limit the escalation of conflict where employment of lethal force is prohibited or undesirable. Situations for use of the less lethal weapon systems may include, but are not limited to:

1. Self-destructive, dangerous and/or combative individuals.
2. Circumstances where a tactical advantage can be obtained.
3. Potentially vicious animals.
4. Training exercises or approved demonstrations.

c. **Authorized Use:**

Only officers who have received POST certification in the use of chemical agents are authorized to use or supervise the use of chemical agents. All other applicable PPD policies remain in effect, including, but not limited to, PPD Policy 300 – Use of Force, PPD Policy 303 – Control Devices and Techniques, PPD Policy 404 – Special Weapons and Tactics, PPD Policy 407 – Hostage and Barricade Incidents.

d. **Expected Lifespan:**

5 years

Use Reporting 2024

There were no deployments of chemical agent munitions during SWAT operations, but there was one (1) deployment during training.

Summary of Complaints or Concerns 2024:

No complaints or concerns received.

Internal audits / Violations 2024:

No violations

Total annual Cost 2024:

None.

Intended Acquisition in 2025:

Replacement of expended munitions as necessary.

Projectile Launch platforms and associated munitions (Category 14)

a. **Description, quantity, capabilities, and purchase cost:**

The 37mm/40mm less-Lethal launcher is a single-shot launcher, which allows the officer to assess after every spent munition. The Less-Lethal launcher does not have an expiration and will need to be serviced or replaced when the launcher fails or breaks.

- 1 . Penn Arms 37mm Multi Launcher is a tactical single-shot launcher that features a fixed butt stock and iron sights. It will fire a standard 37mm less lethal munition.
Quantity: 1
- 2 . Tru Flite 37mm super long-range gas gun single shot launcher features a hardwood stock with a rubber shoulder pad and rear sights.
Quantity: 1
- 3 . LMT Defense 40LMTS Single-Barrel 40mm Launcher is a tactical 40mm single shot launcher that features a folding stock and adjustable Integrated Front Grip (IFG) with a light rail. It will fire standard 40mm munitions.
Quantity: 1
4. Remington 870 Less Lethal Shotgun is used to deploy less lethal 12-gauge bean bag rounds up to a distance of 75 feet. The range of the weapon system helps to maintain space between officers and a suspect reducing the immediacy of the threat which is a principle of de-escalation.
Quantity: 2

b. **Purpose:**

To limit the escalation of conflict where employment of lethal force is prohibited or undesirable.

c. **Authorized Use:**

By officers who have completed department training. Situations for use of the less lethal weapon systems may include, but are not limited to:

1. Self-destructive, dangerous and/or combative individuals.
2. Riot/crowd control and civil unrest incidents.
3. Circumstances where a tactical advantage can be obtained.
4. Potentially vicious animals.
5. Training exercises or approved demonstrations.

All other applicable PPD policies remain in effect, including, but not limited to, PPD Policy 300 – Use of Force.

d. **Expected Lifespan:**

25 years

Use Reporting 2024

The 40 mm launchers and Remington 870 were used only during training. The 40 mm launchers were deployed on patrol and SWAT operations per policy, but were not discharged.

Summary of Complaints or Concerns 2024:

No complaints or concerns received.

Internal audits / Violations 2024:

No violations

Total annual Cost 2024:

None

Intended Acquisition in 2025:

Replacement of expended training ammunition and upcoming training.

Training Costs

The personnel cost of training is absorbed into the Department's operating budget. The cost for staff to attend externally hosted training for 2023 was approximately \$32,808.79.

\$349.00 – Less Lethal Instructor Course (1 SWAT Team operator)

\$1,884.52 – Tactical Operations Liability Course (2 SWAT Team operators)

\$24,068.34 - 80-hour Basic SWAT school (6 SWAT Team operators)

\$1,890.00 – Rifle Marksmanship and Sniper (2 SWAT Team operators)

\$3,455.93 – California Association of Tactical Officers Conference (2 SWAT Team Operators)

\$1,161.00 – UAV Basic Pilot Course – (3 UAV Operators)

No Cost – Door Breaching Course (5 SWAT Team operators)

No Cost – Close Quarter Battle (CQB) Training Course (4 SWAT Team operators)

No Cost – Precision Long Distance and Elevated Shooting Course (2 Overwatch Operators)



CITY COUNCIL AGENDA – MAY 17, 2022

SUBJECT: Assembly Bill 481 - Law Enforcement Military Equipment: Funding, Acquisition, and Use

SOURCE: Police

COMMENT: Ordinance Adopting an Equipment Use Policy per CA Assembly Bill No. 481

Assembly Bill 481, codified by Government Code sections 7070 through 7075 requires a law enforcement agency (LEA) to obtain approval from the applicable governing body, via adoption of a “military equipment” use policy by Ordinance, prior to the LEA funding, acquiring, or using military equipment.

The Porterville Police Department seeks City Council adoption of the attached Military Equipment Use Policy –704 (Attachment 1), in order to allow the Department to continue to use the vital equipment specified therein.

Items deemed to be “military equipment” by AB 481 are used as a component of overall best practices for LEAs throughout the country. These tools have been tested in the field, and are used by LEAs to enhance public safety and Officer safety. Loss of these items would jeopardize the welfare of the residents of Porterville and Officers within the Department.

The term “military equipment”, as used in AB 481, in fact, does not necessarily indicate equipment that has been used by the military. Attached to this staff report is an inventory/ list of the Department’s military equipment, as defined by AB 481. The definition of “military equipment” includes items such as unmanned, remotely piloted aerial or ground vehicles, armored personnel carriers, and other vehicles, breaching apparatuses, certain types of firearms and ammunition, explosive breaching tools, and certain projectile launching platforms. Other items deemed to be “military equipment” via AB 481 include foundational equipment such as rifles. These rifles allow Officers to address lethal threats from a greater distance and with greater precision.

For clarification, AB 481 does not permit the City to utilize aircraft vessels or vehicles that inherently contain weaponry; crew-served/large caliber (.50 or greater) weapons and ammunition; military uniforms; and explosives or pyrotechnics of any kind. Furthermore, aircraft and vehicles are “de-militarized (meaning specific military technology and communication equipment) are removed prior to transfer to law enforcement agencies”.

The Department is committed to using the most up-to-date tools and equipment to safeguard the residents of Porterville. Many of the items deemed to be “military equipment” by AB 481 are in fact employed by the Department, and LEA’s across the country, in order to specifically reduce risk to community members. These items provide Police Officers with the ability to safely resolve

volatile situations which otherwise might rise to the level of a lethal force encounter. To that end, the items at issue in this report, and accompanying Military Equipment Use Policy, also provide the Department's Officers with vital tools that facilitate compliance with its stringent use of force policy.

The proposed Ordinance seeks to approve the Department's Policy 704, which constitutes the Department's Military Equipment Use Policy. Department Policy 704 outlines each item identified in Government Code section 7070, which is currently owned by the City. The Policy also includes the current use and cost of each item (Attachment 2). These particular items, and their stated uses, have been in place prior to the implementation of AB 481. Future acquisitions of any item deemed to be "military equipment," if not previously authorized by the Ordinance and/or Policy, will require a further public meeting, policy update, and Council approval.

The proposed Ordinance and Policy 704 safeguards the public's welfare, safety, civil rights, and civil liberties. The Policy 704 ensures that there are safeguards, including transparency, oversight, and accountability measures in place. For instance, Policy 704 requires that the Department's Investigations/Services Lieutenant will ensure that the Department complies with Policy 704. The Department will conduct an annual audit of military equipment. Members of the public are provided direction per the Policy on how to register complaints for violations. All items which result in a use of force will be investigated, as is already required by existing Department policy.

There are no reasonable alternatives to the items listed below. The Department has not discovered alternative items that can achieve the same objectives of Officer and public safety. Each item's necessity is further described below:

Unmanned remotely piloted powered aerial vehicle:

Unmanned Aerial Vehicle systems (UAVs) are necessary as they provide visibility to high-risk locations. Without the use of UAVs, Officers would have to deploy to high-risk locations, which would increase the risk to the Officers and members of the public. The UAV system is designed to enter small spaces, such as enclosed structures, as well as to provide overhead observations of wooded areas and other structures located in oftentimes crowded spaces. There are no known alternatives that could be used to safely access these locations.

Unmanned remotely controlled ground vehicle:

Unmanned ground robots are used for reconnaissance during critical incidents to assist in providing visibility in areas where it would be unsafe to send an Officer. This system can also be used to defuse or move potentially hazardous items. Not having access to this item would require the use of Officers to engage in high-risk tasks. There is no known alternative to this system.

Armored personnel carriers, Lenco Bearcat, wheeled vehicles that have a breaching or entry apparatus:

Armored vehicles are used to provide ballistic protection to Officers and the public during rescue, critical incidents, and other hazardous situations. These vehicles allow Officers closer access to high-risk situations while substantially reducing the physical risk to the Officers and members of the public. These vehicles are built on commercial vehicle chassis and are primarily a

reinforcement of civilian commercial vehicles. As such, there are no reasonable alternatives to providing the same level of ballistic protection.

Command and control vehicles:

The mobile incident command vehicle is an unarmored vehicle equivalent to a commercial recreational vehicle. It is equipped with specific communication and audio-visual devices to assist in the command and control of DUI checkpoints. This vehicle allows for mobile incident command of DUI checkpoints and use of the Incident Command Systems facilitating the best possible on-scene decision-making by key leaders. It provides for mobility, sheltering, logistical support, restroom facilities, and power. There is no known alternative for the mobile incident command vehicle, which provides the same amount of mobility and support at one location in a quick deploying package.

Specialized firearms and ammunition including assault weapons:

Patrol rifles, Special Weapons and Tactics (SWAT) rifles, and sniper rifles enable Officers, when in compliance with the Department's Use of Force Policy, to address medium to long-distance threats, or those threats who are heavily armed, armored or both. Further, in both short and long-distance deployments, they allow Officers precision shot placement, minimizing the risk to Officers and innocent members of the public. There are no known alternatives to these weapons that will provide the same level of distance or precision.

Flash bangs:

Flash bangs are used as a distraction device in order to disorient or divert the suspect's attention away from Officers. This can allow Officers to gain safer access to a high-risk situation, giving extra time to assess and analyze existing threats. This can prevent injury to Officers and members of the public. These devices can often lead to a safer resolution and allow Officers to take a suspect into custody without force. There is no known alternative to a flash bang when it is necessary.

Tear gas:

Tear gas is a less-lethal method used to address violent or riotous crowds when there is a risk of physical safety. It is also used to safely extract a suspect from a fixed location or safely detain a suspect who poses a risk of violence to Officers. Tear gas allows Officers to deploy a less-lethal chemical agent into a structure where other weapons would not be capable of doing so. These weapons are less lethal and afford Officers an added option to avoid lethal force encounters. When these items are reasonable and necessary for use, there is no other alternative.

40mm projectile launchers and bean bag shotguns:

The 40mm launcher affords the ability to use less-lethal chemical agents and impact munitions. This allows Officers to address a threat from a greater distance and provides an alternative option for deadly force when reasonable. The bean bag shotgun also allows Officers to confront a potentially armed or dangerous suspect at a longer distance. This can potentially prevent a deadly force encounter. When necessary, there is no alternative to these less-lethal weapon systems.

There is significant interest in ensuring that law enforcement continues to have access to equipment that will provide Officers as many options as possible to safeguard lives, ensure safety, and protect civil liberties. The use of the tools identified above is vital to the Department's mission and will continue to be strictly regulated through internal processes and oversight.

The Department is also required to seek governing body approval before collaborating with another law enforcement agency in the deployment or use of military equipment within the governing body's territorial jurisdiction. AB 481 requires that at least thirty (30) days prior to adoption of the Ordinance, the City must make its proposed policy available on the City's/Department's internet website.

RECOMMENDATION: That the City Council:
1. Consider approval of the draft Ordinance establishing a Military Equipment Use Policy.

ATTACHMENTS: 1. Draft Ordinance
2. Assembly Bill No. 481
3. Porterville Police Department AB 481 Inventory

Appropriated/Funded:

Review By:

Department Director:
Jake Castellow, Chief of Police

Final Approver: John Lollis, City Manager

ORDINANCE NO. 1892

AN UNCODIFIED ORDINANCE OF THE CITY COUNCIL OF THE
CITY OF PORTERVILLE REGARDING POLICE ACQUISITION AND
USE OF “MILITARY EQUIPMENT”

WHEREAS, California Assembly Bill 481, codified at Government Code Sections 7070 through 7075 requires the Porterville Police Department to obtain approval from the City Council, via adoption by ordinance, of its “military equipment” use policy, prior to funding, acquiring, or using “military equipment”;

WHEREAS, items defined as “military equipment” under AB 481 have been tested in the field and are used to enhance citizen and officer safety and as a component of overall best practices for law enforcement agencies through the country;

WHEREAS, the City Council finds that the “military equipment” is necessary because there is no reasonable alternative that can achieve the same objective of officer and civilian safety;

WHEREAS, the City Council finds that the proposed “military equipment” use policy will safeguard the public's welfare, safety, civil rights, and civil liberties;

WHEREAS, under the policy made effective via this ordinance, any purchasing of the equipment shall be reasonably cost effective compared to available alternatives that can achieve the same objective of officer and civilian safety;

WHEREAS, the City Council finds that prior “military equipment” use complied with the Police Department’s Military Equipment Use Policy that was in effect at the time, or if prior uses did not comply with the accompanying Military Equipment Use Policy, corrective action was been taken to remedy nonconforming uses and ensure future compliance; and

WHEREAS, as a precondition to funding, acquisition or use of “military equipment,” the City has followed the approval procedures required by AB 481, including the posting of the proposed policy at least 30 days prior to final adoption of this ordinance;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF PORTERVILLE
HEREBY ORDAINS as follows:

SECTION 1. Name of Ordinance. This Ordinance shall be known as the Military Equipment Use Ordinance.

SECTION 2. Definitions

- A. “Military Equipment” includes all of the following (Per CA Gov. Code §7070):
1. Unmanned, remotely piloted, powered aerial or ground vehicles.

2. Mine-resistant ambush-protected (MRAP) vehicles or armored personnel carriers. However, police versions of standard consumer vehicles are specifically excluded from this subdivision.
 3. High mobility multipurpose wheeled vehicles (HMMWV), commonly referred to as Humvees, two and one-half-ton trucks, five-ton trucks, or wheeled vehicles that have a breaching or entry apparatus attached. However, unarmored all-terrain vehicles (ATVs) and motorized dirt bikes are specifically excluded from this subdivision.
 4. Tracked armored vehicles that provide ballistic protection to their occupants and utilize a tracked system instead of wheels for forward motion.
 5. Command and control vehicles that are either built or modified to facilitate the operational control and direction of public safety units.
 6. Weaponized aircraft, vessels, or vehicles of any kind.
 7. Battering rams, slugs, and breaching apparatuses that are explosive in nature. However, items designed to remove a lock, such as bolt cutters, or a handheld ram designed to be operated by one person, are specifically excluded from this subdivision.
 8. Firearms of .50 caliber or greater. However, standard issue shotguns are specifically excluded from this subdivision.
 9. Ammunition of .50 caliber or greater. However, standard issue shotgun ammunition is specifically excluded from this subdivision.
 10. Specialized firearms and ammunition of less than .50 caliber, including assault weapons as defined in Sections 30510 and 30515 of the Penal Code, with the exception of standard issue service weapons and ammunition of less than .50 caliber that are issued to officers, agents, or employees of a law enforcement agency or a state agency.
 11. Any firearm or firearm accessory that is designed to launch explosive projectiles.
 12. "Flashbang" grenades and explosive breaching tools, "tear gas," and "pepper balls," excluding standard, service-issued handheld pepper spray.
 13. Taser Shockwave, microwave weapons, water cannons, and the Long Range Acoustic Device (LRAD).
 14. The following projectile launch platforms and their associated munitions: 40mm projectile launchers, "bean bag," rubber bullet, and specialty impact munitions (SIM) weapons.
 15. Any other equipment as determined by a governing body or a state agency to require additional oversight.
 16. Notwithstanding paragraphs (1) through (15), "Military Equipment" does not include general equipment not designated as prohibited or controlled by the federal Defense Logistics Agency.
- B. "City" means any department, agency, bureau, and/or subordinate division of the City of Porterville.
- C. "Police Department" means any division, section, bureau, employee, volunteer and/or contractor of the Porterville Police Department.

- D. "City Council" means the governing body that is the Porterville City Council.
- E. "Military Equipment Use Policy" means a publicly released, written document that includes, at a minimum, all of the following:
1. A description of each type of Military Equipment, the quantity sought, its capabilities, expected lifespan, and product descriptions from the manufacturer of the Military Equipment.
 2. The purposes and authorized uses for which the law enforcement agency or the state agency proposes to use each type of Military Equipment.
 3. The fiscal impact of each type of Military Equipment, including the initial costs of obtaining the equipment and estimated annual costs of maintaining the equipment.
 4. The legal and procedural rules that govern each authorized use.
 5. The training, including any course required by the Commission on Peace Officer Standards and Training, that must be completed before any officer, agent, or employee of the law enforcement agency or the state agency is allowed to use each specific type of Military Equipment to ensure the full protection of the public's welfare, safety, civil rights, and civil liberties and full adherence to the Military Equipment use policy.
 6. The mechanisms to ensure compliance with the Military Equipment use policy, including which independent persons or entities have oversight authority, and, if applicable, what legally enforceable sanctions are put in place for violations of the policy.
 7. For a law enforcement agency, the procedures by which members of the public may register complaints or concerns or submit questions about the use of each specific type of Military Equipment, and how the law enforcement agency will ensure that each complaint, concern, or question receives a response in a timely manner.
- F. "Certain Circumstances / Exigent Circumstances" means the Porterville Police Department works closely with local, county, state, and federal partners. In certain and/or exigent circumstances, and with the approval of the Chief of Police or designee, military equipment may be deployed from outside entities to promote the safety and security of community members. If the Police Department acquires, borrows, or uses military equipment in exigent circumstances, it will provide written notification of the acquisition or use to the City Council within 30 days following the commencement of such exigent circumstance, unless such information is confidential or privileged under local, state or federal law. Exigency means a law enforcement agency's good faith belief that an emergency involving the danger of, or imminent threat of death or serious physical injury to any person is occurring, has occurred, or is about to occur.
- G. "State agency" means the law enforcement division of every state office, officer, department, division, bureau, board, and commission or other state body or agency, except those agencies provided for in Article IV (except Section 20 thereof) or Article VI of the California Constitution.

H. "Type" means each item that shares the same manufacturer model number.

SECTION 3. Military Equipment Use Policy and Requirements.

A. The Military Equipment Use Policy is attached to this Ordinance as Exhibit "A."

B. The Porterville Police Department is required to obtain approval of the City Council, by this ordinance adopting the Military Equipment Use Policy (MEUP) at a regular meeting of the City Council held pursuant to the Ralph M. Brown Act (Chapter 9 (commencing with Section 54950) of Part 1 of Division 2 of Title 5), prior to engaging in any of the following:

1. Requesting Military Equipment made available pursuant to Section 2576a of Title 10 of the United States Code.
2. Seeking funds for Military Equipment, including, but not limited to, applying for a grant, soliciting or accepting private, local, state, or federal funds, in-kind donations, or other donations or transfers.
3. Acquiring Military Equipment either permanently or temporarily, including by borrowing or leasing.
4. Collaborating with another law enforcement agency in the deployment or other use of Military Equipment within the territorial jurisdiction of the City of Porterville.
5. Using any new or existing Military Equipment for a purpose, in a manner, or by a person not previously approved by the governing body pursuant to this Ordinance.
6. Soliciting or responding to a proposal for, or entering into an agreement with, any other person or entity to seek funds for, apply to receive, acquire, use, or collaborate in the use of, Military Equipment.
7. Acquiring Military Equipment through any means not provided by this section.

C. If seeking to continue the use of any Military Equipment that was acquired prior to January 1, 2022, no later than May 1, 2022, the Porterville Police Department shall have commenced a City Council approval process in accordance with this section. The City Council did so on April 5, 2022. If the City Council does not approve the continuing use of Military Equipment, including by adoption pursuant to a Military Equipment Use Policy submitted pursuant to this code, within 180 days of submission of the proposed Military Equipment Use Policy to City Council, the Porterville Police Department shall cease its use of the Military Equipment until it receives the approval of City Council in accordance with this code.

D. In seeking the approval of City Council, the Porterville Police Department shall have submitted a proposed Military Equipment Use Policy to City Council and shall have made those documents available on the Police Department's internet website at least 30 days prior to any public hearing concerning the Military Equipment at issue.

E. The City Council shall have considered a proposed Military Equipment Use policy as an agenda item for an open session of a regular meeting and provided for public comment in

accordance with the Ralph M. Brown Act (Chapter 9 (commencing with Section 54950) of Part 1 of Division 2 of Title 5).

F. The City Council shall have only approved a Military Equipment Use Policy pursuant to this Ordinance if it determines all of the following:

1. The Military Equipment is necessary because there is no reasonable alternative that can achieve the same objective of officer and civilian safety.
2. The proposed Military Equipment use policy will safeguard the public's welfare, safety, civil rights, and civil liberties.
3. If purchasing the equipment, the equipment is reasonably cost effective compared to available alternatives that can achieve the same objective of officer and civilian safety.
4. Prior Military Equipment use complied with the Military Equipment Use Policy that was in effect at the time, or if prior uses did not comply with the accompanying Military Equipment Use Policy, corrective action has been taken to remedy nonconforming uses and ensure future compliance.

G. In order to facilitate public participation, any proposed or final Military Equipment Use Policy shall be made publicly available on the internet website of the Police Department for as long as the Military Equipment is available for use.

H. The City Council shall review this Ordinance (and any other ordinance, if applicable) that it has adopted approving the funding, acquisition, or use of Military Equipment at least annually and vote on whether to renew the ordinance at a regular meeting held pursuant to the Ralph M. Brown Act (Chapter 9 (commencing with Section 54950) of Part 1 of Division 2 of Title 5).

SECTION 4. Use in Exigent Circumstances

A. Notwithstanding the provisions of this Ordinance, the Police Department may acquire, borrow and/or use Military Equipment in certain and/or Exigent Circumstances without following the requirements of this code.

B. If the Police Department acquires, borrows, and/or uses Military Equipment in Exigent Circumstances, in accordance with this section, it must take all of the following actions:

1. Provide written notice of that acquisition or use to the City Council within 30 days following the commencement of such Exigent Circumstance, unless such information is confidential or privileged under local, state or federal law.
2. If it is anticipated that the use will continue beyond the Exigent Circumstance, submit a proposed amended Military Equipment Use Policy to the City Council within 90 days following the borrowing, acquisition and/or use, and receive approval, as applicable, from the City Council.

3. Include the Military Equipment in the Police Department's next annual Military Equipment Report.

SECTION 5. Reports on the Use of Military Equipment

- A. The Police Department shall submit to City Council an annual Military Equipment Report for each type of Military Equipment approved by the City Council within one year of approval, and annually thereafter for as long as the Military Equipment is available for use.
- B. The Police Department shall also make each annual Military Equipment Report required by this section publicly available on its internet website for as long as the Military Equipment is available for use.
- C. The annual Military Equipment Report shall, at a minimum, include the following information for the immediately preceding calendar year for each type of Military Equipment:
 1. A summary of how the Military Equipment was used and the purpose of its use.
 2. A summary of any complaints or concerns received concerning the Military Equipment.
 3. The results of any internal audits, any information about violations of the Military Equipment Use Policy, and any actions taken in response.
 4. The total annual cost for each type of Military Equipment, including acquisition, personnel, training, transportation, maintenance, storage, upgrade, and other ongoing costs, and from what source funds will be provided for the Military Equipment in the calendar year following submission of the annual Military Equipment Report.
 5. The quantity possessed for each type of Military Equipment.
 6. If the law enforcement agency intends to acquire additional Military Equipment in the next year, the quantity sought for each type of Military Equipment.
- D. Within 30 days of submitting and publicly releasing an annual Military Equipment Report pursuant to this section, the Police Department shall hold at least one well-publicized and conveniently located community engagement meeting, at which the general public may discuss and ask questions regarding the annual Military Equipment report and the law enforcement agency's funding, acquisition, or use of Military Equipment.
- E. The City Council shall determine, based on the annual Military Equipment Report submitted pursuant to this section, whether each type of Military Equipment identified in that report has complied with the standards for approval set forth in this code and the Military Equipment Use Policy. If the City Council determines that a type of Military Equipment identified in that annual Military Equipment Report has not complied with the standards for approval, the City Council shall either disapprove a renewal of the

authorization for that type of Military Equipment or require modifications to the Military Equipment Use Policy in a manner that will resolve the lack of compliance.

SECTION 6. Enforcement.

A. Remedies for Violations of this Ordinance

1. This Ordinance does not provide a private right of action upon any person or entity to seek injunctive relief against the City or any employee unless that person or entity has first provided written notice to the City Manager by serving the City Clerk, regarding the specific alleged violations of this Ordinance.
2. If a specific alleged violation is not remedied within 90 days of that written notice, a person or entity may seek injunctive relief in a court of competent jurisdiction.
3. If the alleged violation is substantiated and subsequently cured, a notice shall be posted in a conspicuous manner on the City's website that describes, to the extent permissible by law, the corrective measures taken to address the violation.
4. If it is shown that the violation is the result of arbitrary or capricious action by the City or an employee or agent thereof in his or her official capacity, the prevailing complainant in an action for relief may collect from the City reasonable attorney's fees in an amount not to exceed \$15,000 if they are personally obligated to pay such fees.

SECTION 7. Whistleblower Protections. All provisions of Porterville's employee and work place policies related to protections of whistleblowers and protection from illegal retaliation, and including any updates or replacements thereto, shall apply.

SECTION 8. Severability.

- A. If any section, subsection, sentence, clause, phrase, or word of this Ordinance, or any application thereof to any person or circumstance, is held to be invalid or unconstitutional by a decision of a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions or applications of this Ordinance.
- B. The City Council hereby declares that it would have passed this Ordinance and each and every section, subsection, sentence, clause, phrase, and word not declared invalid or unconstitutional without regard to whether any other portion of this Ordinance or application thereof would be subsequently declared invalid or unconstitutional.

///

///

///

///

///

SECTION 9. Effective Date. The foregoing ordinance shall take effect thirty (30) days from the date of the passage hereof. Prior to the expiration of fifteen (15) days from the enactment hereof a certified copy of this ordinance shall be posted in the office of the City Clerk pursuant to Government Code section 36933(c)(1) and a summary shall be published once in the Porterville Recorder, a newspaper printed and published in the City of Porterville, State of California, together with the names of the Council members voting for and against the same.

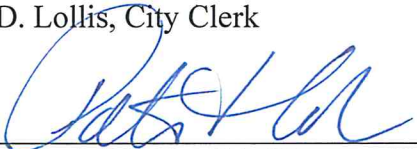
PASSED, APPROVED AND ADOPTED this 17th day of May, 2022.



Martha A. Flores, Mayor

ATTEST:

John D. Lollis, City Clerk



By: Patrice Hildreth, Chief Deputy City Clerk

Military Equipment

704.1 PURPOSE AND SCOPE

The purpose of this policy is to provide guidelines for the approval, acquisition, and reporting requirements of military equipment (Government Code § 7070; Government Code § 7071; Government Code § 7072).

704.1.1 DEFINITIONS

Definitions related to this policy include (Government Code § 7070):

Governing body – The elected or appointed body that oversees the Department.

Military equipment – Includes but is not limited to the following:

- Unmanned, remotely piloted, powered aerial or ground vehicles.
- Mine-resistant ambush-protected (MRAP) vehicles or armored personnel carriers.
- High mobility multipurpose wheeled vehicles (HMMWV), two-and-one-half-ton trucks, five-ton trucks, or wheeled vehicles that have a breaching or entry apparatus attached.
- Tracked armored vehicles that provide ballistic protection to their occupants.
- Command and control vehicles that are either built or modified to facilitate the operational control and direction of public safety units.
- Weaponized aircraft, vessels, or vehicles of any kind.
- Battering rams, slugs, and breaching apparatuses that are explosive in nature. This does not include a handheld, one-person ram.
- Firearms and ammunition of .50 caliber or greater, excluding standard-issue shotguns and standard-issue shotgun ammunition.
- Specialized firearms and ammunition of less than .50 caliber, including firearms and accessories identified as assault weapons in Penal Code § 30510 and Penal Code § 30515, with the exception of standard-issue firearms.
- Any firearm or firearm accessory that is designed to launch explosive projectiles.
- Noise-flash diversionary devices and explosive breaching tools.
- Munitions containing tear gas or OC, excluding standard, service-issued handheld pepper spray.
- TASER® Shockwave, microwave weapons, water cannons, and long-range acoustic devices (LRADs).
- Kinetic energy weapons and munitions.
- Any other equipment as determined by a governing body or a state agency to require additional oversight.

Military Equipment

704.2 POLICY

It is the policy of the Porterville Police Department that members of this department comply with the provisions of Government Code § 7071 with respect to military equipment.

704.3 MILITARY EQUIPMENT COORDINATOR

The Chief of Police should designate a member of this department to act as the military equipment coordinator. The responsibilities of the military equipment coordinator include but are not limited to:

- (a) Acting as liaison to the governing body for matters related to the requirements of this policy.
- (b) Identifying department equipment that qualifies as military equipment in the current possession of the Department, or the equipment the Department intends to acquire that requires approval by the governing body.
- (c) Conducting an inventory of all military equipment at least annually.
- (d) Collaborating with any allied agency that may use military equipment within the jurisdiction of Porterville Police Department (Government Code § 7071).
- (e) Preparing for, scheduling, and coordinating the annual community engagement meeting to include:
 - 1. Publicizing the details of the meeting.
 - 2. Preparing for public questions regarding the department's funding, acquisition, and use of equipment.
- (f) Preparing the annual military equipment report for submission to the Chief of Police and ensuring that the report is made available on the department website (Government Code § 7072).
- (g) Establishing the procedure for a person to register a complaint or concern, or how that person may submit a question about the use of a type of military equipment, and how the Department will respond in a timely manner.

704.4 MILITARY EQUIPMENT INVENTORY

The following constitutes a list of qualifying equipment for the Department: [See attachment: Military Equipment \(1\).xlsx](#)

704.5 APPROVAL

The Chief of Police or the authorized designee shall obtain approval from the governing body by way of an ordinance adopting the military equipment policy. As part of the approval process, the Chief of Police or the authorized designee shall ensure the proposed military equipment policy is submitted to the governing body and is available on the department website at least 30 days prior to any public hearing concerning the military equipment at issue (Government Code § 7071). The military equipment policy must be approved by the governing body prior to engaging in any of the following (Government Code § 7071):

Military Equipment

- (a) Requesting military equipment made available pursuant to 10 USC § 2576a.
- (b) Seeking funds for military equipment, including but not limited to applying for a grant, soliciting or accepting private, local, state, or federal funds, in-kind donations, or other donations or transfers.
- (c) Acquiring military equipment either permanently or temporarily, including by borrowing or leasing.
- (d) Collaborating with another law enforcement agency in the deployment or other use of military equipment within the jurisdiction of this department.
- (e) Using any new or existing military equipment for a purpose, in a manner, or by a person not previously approved by the governing body.
- (f) Soliciting or responding to a proposal for, or entering into an agreement with, any other person or entity to seek funds for, apply to receive, acquire, use, or collaborate in the use of military equipment.
- (g) Acquiring military equipment through any means not provided above.

704.6 COORDINATION WITH OTHER JURISDICTIONS

The Porterville Police Department works closely with local, county, state, and federal partners. In certain circumstances, and with the approval of the Chief of Police or designee, military equipment may be deployed from outside entities to promote the safety and security of community members. If the Police Department acquires, borrows, or uses military equipment in approved circumstances, it will provide written notification of the acquisition or use to the City Council within 30 days following the commencement of such circumstance unless such information is confidential or privileged under local, state or federal law.

704.7 ANNUAL REPORT

Upon approval of a military equipment policy, the Chief of Police or the authorized designee should submit a military equipment report to the governing body for each type of military equipment approved within one year of approval, and annually thereafter for as long as the military equipment is available for use (Government Code § 7072).

The Chief of Police or the authorized designee should also make each annual military equipment report publicly available on the department website for as long as the military equipment is available for use. The report shall include all information required by Government Code § 7072 for the preceding calendar year for each type of military equipment in department inventory.

704.8 COMMUNITY ENGAGEMENT

Within 30 days of submitting and publicly releasing the annual report, the Department shall hold at least one well-publicized and conveniently located community engagement meeting, at which the Department should discuss the report and respond to public questions regarding the funding, acquisition, or use of military equipment.

Type	Armored vehicle
Description	Commercially produced 2019 Ford wheeled armored personnel vehicle utilized for law enforcement purposes.
Quantity	1
Capabilities	The Lenco Bearcat, G2, is an armored vehicle that seats 10-12 personnel with open floor plan that allows for rescue of down personnel. It can stop various projectiles, which provides greater safety to citizens and officers beyond the protection level of shield and personal body armor. The vehicle is equipped with a front mounted receiver for a ram post and plate, as well as a gas injector unit.
Expected lifespan	25 Years.
Manufacturer's description	The Lenco BearCat G2 is the standard tactical armored vehicle for special operations units within the US Law Enforcement community.
Purpose and authorized uses	To provide for the safe transport, security, and rescue of agency personnel and citizens in high-risk incidents. To be used in response to critical incidents to enhance officer and community safety, improve scene containment and stabilization, and assist in resolving critical incidents.
Fiscal impact	\$242,504 initial cost; \$1,540 annual maintenance
Legal and procedural rules	It is the policy of the Department to utilize armored vehicles only for official law enforcement purposes, and pursuant to State and Federal law.
Required training	All driver/operators shall attend formalized instruction and be trained in vehicle operations and practical driving instruction.
Compliance mechanisms	Operational use under the review of the SWAT Commander or appropriate team supervisor.

Type	Chemical Agents
Description	Canisters that contain chemical agents that are released when deployed.
Quantity	Speed Heat CS -(10) / Flameless Tri-Chamber CS-(9) / Triple Chaser CS-(9) / 37mm OC-(15) / 37mm CS-(4) /White Smoke 5210-(2)
Capabilities	The Spede-Heat™ CS Grenade is a high volume, continuous burn it expels its payload in approximately 20-40 seconds. The payload is discharged through four gas ports on top of the canister, three on the side and one on the bottom. This launchable grenade is 6.12 in. by 2.62 in. and holds approximately 2.9 oz. of active agent. The design of the Tri-Chamber Flameless CS Grenade allows the 5 years from manufacturers date
Expected lifespan	5 years from manufacturers date
Manufacturer's description	Defense Technologies: Defense Technology offers a complete range of less lethal products and solutions to law enforcement professionals. A full-line manufacturer, Defense Technology's premier product lines are grouped into five categories including aerosols, impact munitions, distraction
Purpose and authorized uses	Only officers who have received POST certification in the use chemical agents are authorized to use chemical agents.To limit the escalation of conflict where employment of lethal force is prohibited or undesirable. Situations for use of the less lethal weapon systems may include, but are not limited to: I. Self-destructive, dangerous and/or combative individuals. ii. Riot/crowd control and civil unrest incidents. iii. Circumstances where a tactical advantage can be obtained. iv. Potentially vicious animals. v. Training exercises or approved demonstrations.
Fiscal impact	No annual maintenance
Legal and procedural rules	It is the policy of the PPD to utilize chemical agents only for official law enforcement purposes, and pursuant to State and Federal law, including those regarding the use of force.
Required training	Sworn members utilizing chemical agent canisters are certified by POST less lethal and chemical agents instructors.
Compliance mechanisms	Operational use under the review of the SWAT Commander or appropriate team supervisor and governed under PPD Policy 404-Special Weapons and Tactics.

Type	DUI Command Post Vehicle
Description	Elite II 24' Enclosed 2 axle Cargo Trailer
Quantity	1
Capabilities	The DUI mobile command center can also be utilized for other critical incidents, preplanned large events, searching for missing persons, natural disasters, and community events.
Expected lifespan	The mobile command center, 20-year lifespan on chassis and vehicle structure. Upgrades may be needed in 7 years to maintain IT systems.
Manufacturer's description	24' enclosed 2 axle cargo trailer
Purpose and authorized uses	Primarily a DUI Trailer to be used based on DUI checkpoints. Can be utilized under specific circumstances of a given critical incident, large event, natural disaster or community event that is taking place.
Fiscal impact	Initial cost of \$38,200.34; Annual maintenance cost of \$1,581.00
Legal and procedural rules	It is the policy of the Department to use the DUI mobile command center only for official law enforcement purposes, and in accordance with California State law regarding the operation of motor vehicles.
Required training	The driver/operator shall receive training in the safe handling of the vehicle on a closed training course.
Compliance mechanisms	Operational use under the review of the Patrol Division Commander, Watch Commander or appropriate team supervisor and governed under PPD Policy 703-Vehicle Use.

Type	37 MM Launchers and Rounds
Description	37 MM Launchers are utilized by department personnel as a less lethal tool to launch impact rounds or chemical agents.
Quantity	1. Penn Arms 37MM Multi Launcher 1. Tru Flite 37MM super long range gas gun single shot launcher
Capabilities	The Penn Arms 37MM Multi Launcher is a tactical launcher that features a fixed stock and iron sights. It will fire standard 37mm less lethal ammunition. The Tru Flite 37MM single shot launcher features a hardwood stock with rubber shoulder pad and rear sites.
Expected lifespan	25 Years
Manufacturer's description	Less lethal 37 MM launchers allow for personnel to introduce less lethal munitions from a safe distance. The range of the weapon system helps to maintain space between officers and a suspect reducing the immediacy of the threat which is a principle of De-escalation.
Purpose and authorized uses	To limit the escalation of conflict where employment of lethal force is prohibited or undesirable. Situations for use of the less lethal weapon systems may include, but are not limited to: i. Self-destructive, dangerous and/or combative individuals. ii. Riot/crowd control and civil unrest incidents. iii. Circumstances where a tactical advantage can be obtained. iv. Potentially vicious animals. v. Training exercises or approved demonstrations.
Fiscal impact	No annual maintenance
Legal and procedural rules	It is the policy of the Department to utilize the 37 mm only for official law enforcement purposes, and pursuant to State and Federal law, including those regarding the use of force.
Required training	Sworn members utilizing 37 MM less lethal chemical agents or impact rounds are trained in their use by POST certified less lethal and chemical agents instructors.
Compliance mechanisms	Operational use under the review of the SWAT Commander or appropriate team supervisor and governed under PPD Policy 404- Special Weapons and Tactics.

Type	Distraction Device (Flash Bang)
Description	A distractionary device is ideal for distracting dangerous suspects during assaults, hostage rescue, room entry or other high-risk arrest situations.
Quantity	17
Capabilities	A non-bursting, non-fragmenting multi-bang device that produces a thunderous bang with an intense bright light. Ideal for distracting dangerous suspects during assaults, hostage rescue, room entry or other high-risk arrest situations.
Expected lifespan	Until used or expired.
Manufacturer's description	A distract device is ideal for distracting dangerous suspects during assaults, hostage rescue, room entry or other high-risk arrest situations.
Purpose and authorized uses	To produce atmospheric over-pressure and brilliant white light and, as a result, can cause short-term (6 - 8 seconds) physiological/psychological sensory deprivation to give officers a tactical advantage. Diversionary Devices shall only be used: i. By officers who have been trained in their proper use. ii. In hostage and barricaded subject situations. iii. In high risk warrant (search/arrest) services where there may be extreme hazards to officers. iv. During other high-risk situations where their use would enhance officer safety. v. During training exercises.
Fiscal impact	No annual maintenance
Legal and procedural rules	It is the policy of the PPD to utilize diversion devices only for official law enforcement purposes, and pursuant to State and Federal law regarding the use of force.
Required training	Prior to use, officers must attend diversionary device training that is conducted by Post certified instructors.
Compliance mechanisms	Operational use under the review of the SWAT Commander or appropriate team supervisor and governed under PPD Policy 404-Special Weapons and Tactics.

Type	Rifles
Description	Guns that are fired from shoulder level, having a long spirally grooved barrel intended to make bullets spin and thereby have greater accuracy over a long distance.
Quantity	66 AR-15/M4 Rifles
Capabilities	Precision shooting at greater distances than offered by the issued handgun.
Expected lifespan	15 years.
Manufacturer's description	The AR-15 is a lightweight, magazine-fed, gas-operated semi-automatic rifle.
Purpose and authorized uses	To be used as precision weapons to address a threat with more precision and/or greater distances than a handgun, if present and feasible.
Fiscal impact	No cost maintenance; only cost of ammunition
Legal and procedural rules	It is the policy of the PPD to utilize rifles only for official law enforcement purposes, and pursuant to State and Federal law regarding the use of force.
Required training	Prior to using a rifle, officers must be certified by POST instructors in the operation of the rifle. Additionally, all members that operate any rifle are required to pass a range qualification two times a year.
Compliance mechanisms	Operational use governed by PPD Policy 306-Firearms.

Type	Robot
Description	Robotex Avatar is an unmanned machine operating on the ground utilized to enhance the safety to the community and officers.
Quantity	1
Capabilities	The Robotex Avatar is a heavy-duty robot. The robot offers multiple communications options, a chassis and manipulator that allow for accessories and tool combinations.
Expected lifespan	8-10 Years
Manufacturer's description	The Avatar enhances the capabilities of SWAT and tactical response teams by allowing them to quickly and safely inspect dangerous situations, there is no longer a need to send personnel in before you've had a chance to assess the situation.
Purpose and authorized uses	Only assigned operators who have completed the required training shall be permitted to operate the robots.
Fiscal impact	No annual maintenance
Legal and procedural rules	It is the policy of the Department to utilize a robot only for official law enforcement purposes, and in a manner that respects the privacy of our community, pursuant to State and Federal law.
Required training	All operators shall attend formalized instruction and be trained in robot operations and practical robot instruction.
Compliance mechanisms	Operational use under the review of the SWAT Commander or appropriate team supervisor and governed under PPD Policy 404-Special Weapons and Tactics.

Type	Less Lethal Shotgun
Description	Less Lethal Shotgun is used to deploy the less lethal 12-gauge Beanbag Round.
Quantity	2
Capabilities	The Remington 870 Less Lethal Shotgun is used to deploy the less lethal 12-gauge Beanbag Round up to a distance of 75 feet. The range of the weapon system helps to maintain space between officers and a suspect reducing the immediacy of the threat which is a principle of De-escalation.
Expected lifespan	15 years
Manufacturer's description	The Remington Model 870 is a pump-action shotgun, widely used by the public for shooting sports, hunting and self-defense, as well as by law enforcement and military organizations worldwide.
Purpose and authorized uses	To limit the escalation of conflict where employment of lethal force is prohibited or undesirable. Situations for use of the less lethal weapon systems may include, but are not limited to: i. Self-destructive, dangerous and/or combative individuals. ii. Riot/crowd control and civil unrest incidents. iii. Circumstances where a tactical advantage can be obtained. iv. Potentially vicious animals. v. Training exercises or approved demonstrations.
Fiscal impact	No Annual Maintenance
Legal and procedural rules	It is the policy of the PPD to utilize the less lethal shotgun only for official law enforcement purposes, and pursuant to State and Federal law, including those regarding the use of force.
Required training	All officers utilizing the shotgun are trained in the 12 gauge less lethal shotgun as a less lethal option by in-service training. SWAT personnel receive additional training internally when they transfer to the unit. SWAT operators who utilize these munitions have been through and successfully completed a POST approved gas school and/or trained in house by POST certified chemical agent instructors for muzzle blast training.
Compliance mechanisms	Operational use under the review of the SWAT Commander, appropriate team supervisor or Watch Commander and governed under PPD Policy 404-Special Weapons and Tactics.

Type	Unmanned Aircraft Vehicle (UAV)
Description	An unmanned aircraft along with the associated equipment necessary to control it remotely. (2) DJI Mavic 2 Enterprise Dual (2) DJI Mavic 2 Enterprise Zoom (1) DJI Mini 2 Fly more
Quantity	5
Capabilities	Records video and audio with an estimated flight time of 30 minutes
Expected lifespan	3-5 years.
Manufacturer's description	Drone (5) Mini (1)
Purpose and authorized uses	
Fiscal impact	Initial Cost \$18,440.77; Annual maintenance estimated at \$1,760. (batteries/propellers)
Legal and procedural rules	Only assigned operators who have completed the required training shall be permitted to operate the DJI Mavic Mini during approved missions.
Required training	All Department UAV operators are licensed by the Federal Aviation Administration for UAV operation. In addition, each operator must attend in-service training to become proficient in UAV operation prior to flight and attend monthly Department training.
Compliance mechanisms	Operational use is under the review and supervision of the patrol watch commander, governed under PPD Policy 604-Unmanned Aerial System as well as FAA Part 107.



CITY COUNCIL AGENDA – MARCH 4, 2025

SUBJECT: Updated Concepts for Transit Brand Refresh

SOURCE: Public Works

COMMENT: At its meeting on February 4, 2025, the City Council provided direction to update the transit branding concepts to incorporate a bold Americana theme prominently featuring the City's motto, "In God We Trust." This initiative follows the Council's initial consideration on January 21, 2025, regarding a refresh of the transit vehicle branding to modernize the fleet's appearance while aligning with the City's heritage and values.

The City's Transit Division currently operates a fleet of 16 transit buses, 14 shuttle vans, and 8 minivans. Branding updates present an opportunity to enhance public perception of transit services, improve consistency across the fleet, and strengthen civic identity through a design that reflects the community's character.

In response to the Council's direction, staff worked with Transit Media, Inc. to develop new conceptual designs that incorporate the following elements:

- A bold Americana theme featuring patriotic red, white, and blue color schemes.
- A modernized representation of the American flag, integrated across all transit vehicle types.
- A prominent display of the City's motto, "In God We Trust," positioned for high visibility.
- Enhanced design elements ensuring clarity, durability, and aesthetic appeal across various vehicle sizes.

These updated concepts, provided as attachments to this report, align with the City's commitment to reinforcing civic pride while maintaining a contemporary and professional appearance for the transit fleet.

At the Council's direction, the updated quote focuses on 11 vehicles, reducing the total estimated cost from \$285,116.64 to \$90,139.28. Funding for the project will be sourced through the Transit Division's operating budget, with financial support from the Federal Transit Administration (FTA), covering up to 50% of the cost, and Local

Transportation Funds (LTF) covering the remaining 50% as the local match. The City will ensure compliance with all funding stipulations, including Buy America requirements.

The implementation timeline for the updated transit branding is estimated at 38 days, targeting completion by the end of April 2025. The timeline includes the production, application, and quality assurance process to ensure all vehicles are wrapped efficiently while maintaining operational availability.

RECOMMENDATION: That the City Council:

1. Select one of the conceptual designs; and
2. Adjust specific design elements and direct staff to incorporate requested modifications prior to finalization; and
3. Direct staff to proceed with implementation and obtain quotes from available firms qualified to perform the project through a competitive procurement process.

ATTACHMENTS:

1. Porterville Transit Branding Refresh_Version 2
2. Transit Branding Refresh Quote
3. Staff Report - February 4, 2025

Appropriated/Funded:

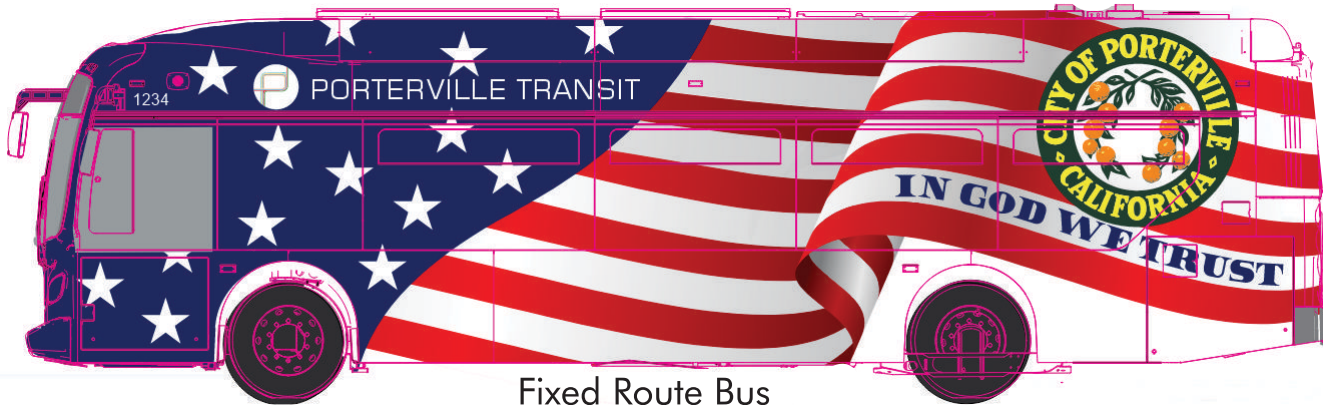
Review By:

Department Director:
Richard Tree, Director of Transportation

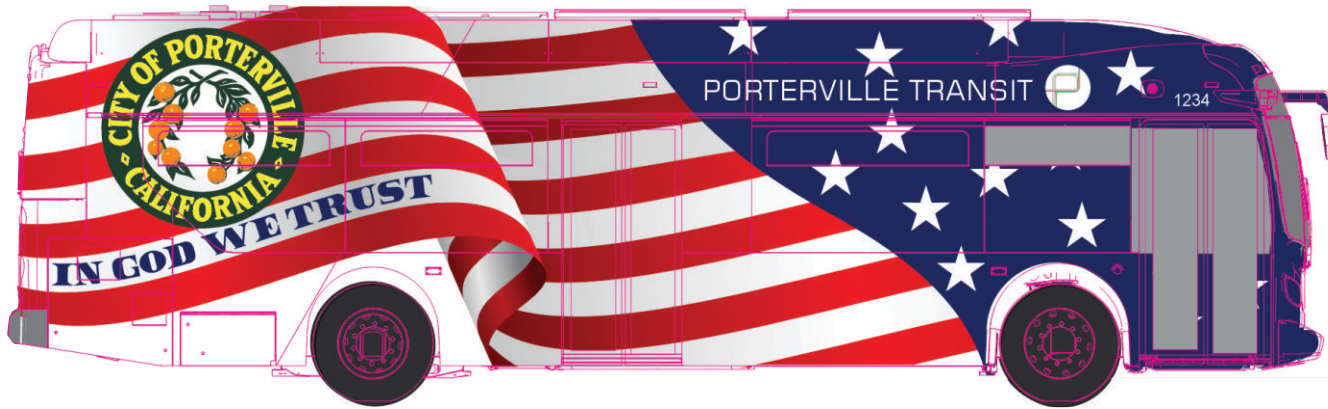
Final Approver: Jason Ridenour, Interim City Manager

design concept [PT] 1

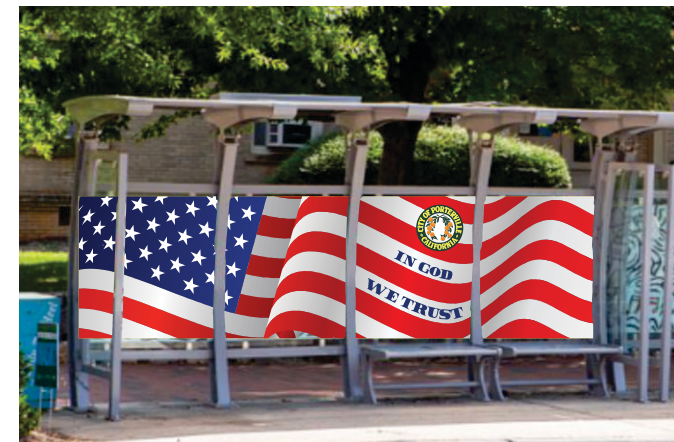
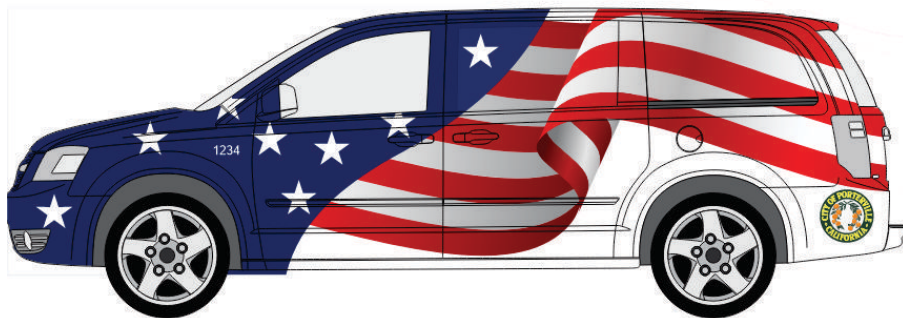
fleet refresh



Fixed Route Bus

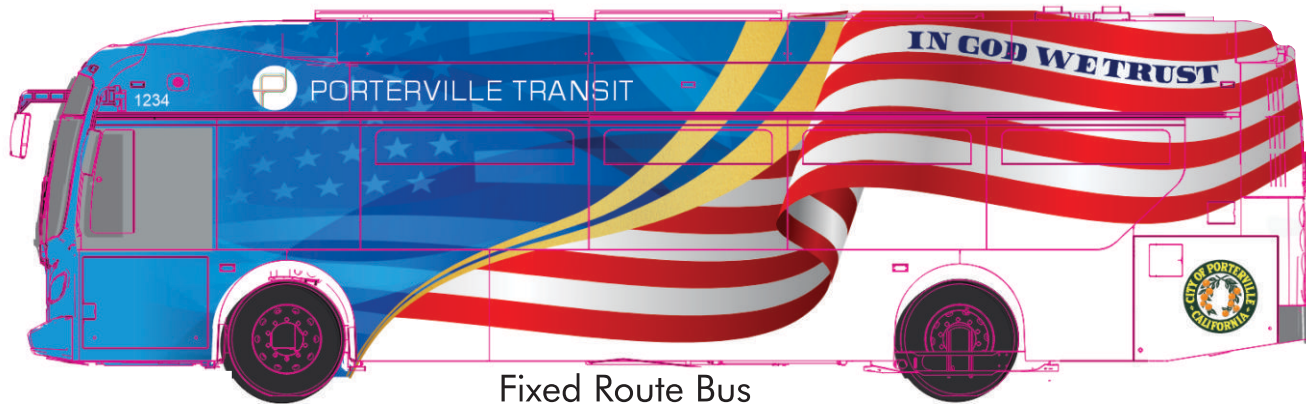


MINI-vans

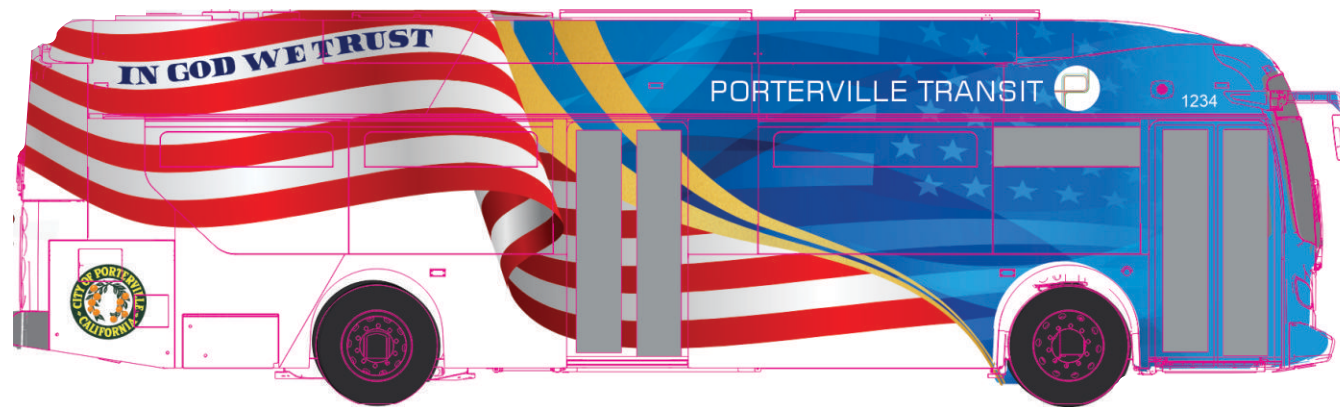
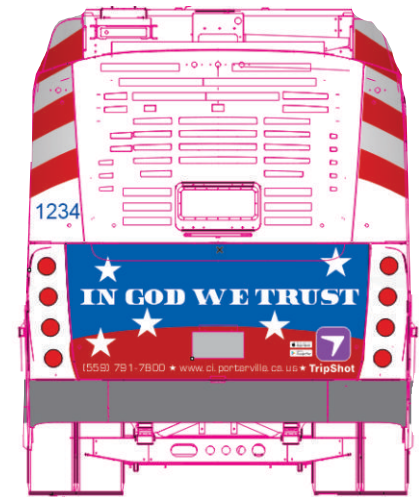


design concept [PT] 2

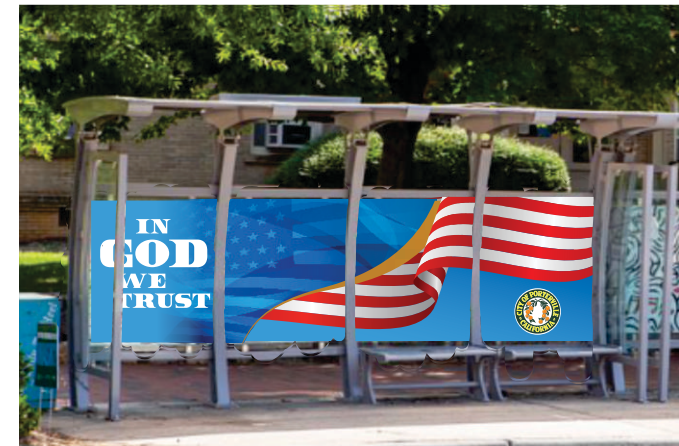
fleet refresh



Fixed Route Bus

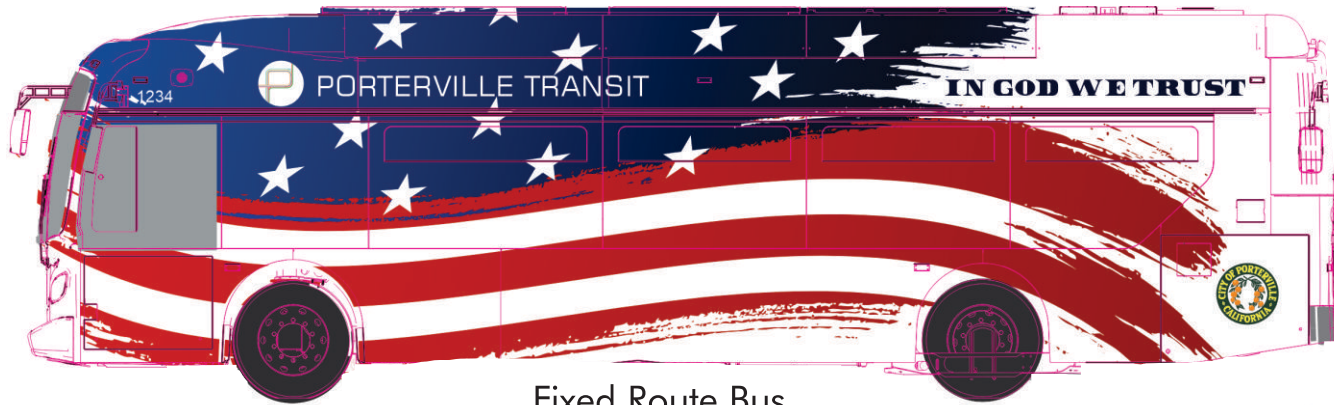


Mini-Vans

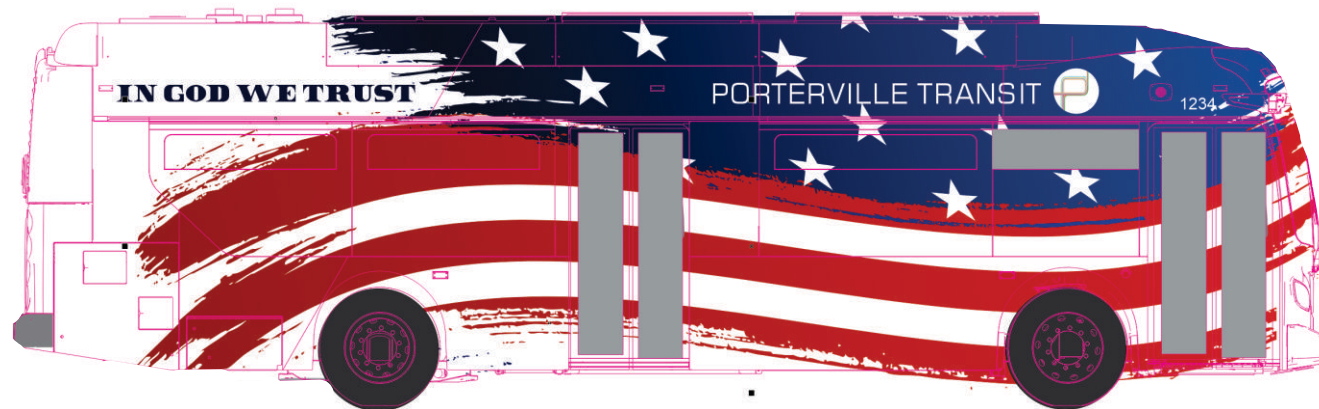
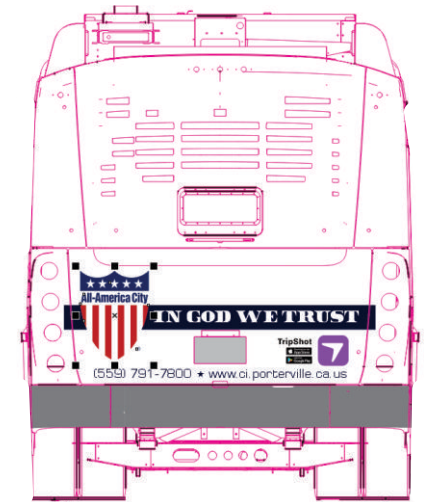


design concept [PT] 3

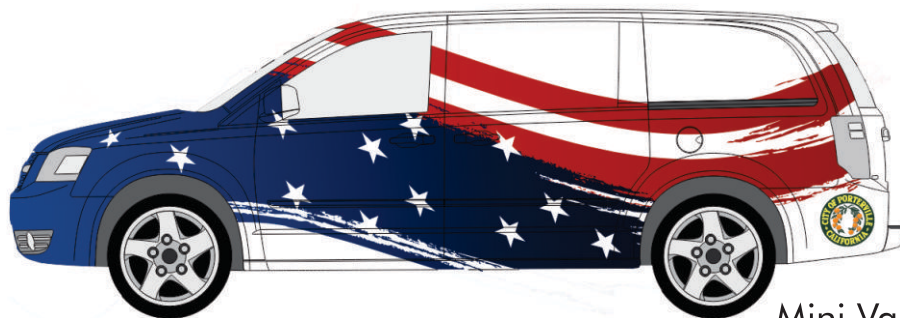
fleet refresh



Fixed Route Bus



Mini-Vans



estimate [PT]

fleet rebrand

note

This is an estimate only based on full wraps on all vehicles in the fleet.

The numbers reflect a full color change on Ford eTransit vans and El Dorado buses (all models).

Model	Veh No.	Print	Inst	Subtotal	TAX 9.25%	TOTAL			
Braun Entrvn	8108	2,483.80	1,366.20	3,850.00	229.75	4,079.75			
Braun Entrvn	8109	2,483.80	1,366.20	3,850.00	229.75	4,079.75			
Braun Entrvn	8110	2,483.80	1,366.20	3,850.00	229.75	4,079.75			
Braun Entrvn	8111	2,483.80	1,366.20	3,850.00	229.75	4,079.75			
2013 El Dorado	8190	8,400.00	4,200.00	12,600.00	777.00	13,377.00			
2013 El Dorado	8191	8,400.00	4,200.00	12,600.00	777.00	13,377.00			
2015 El Dorado	8192	8,400.00	4,200.00	12,600.00	777.00	13,377.00			
2015 El Dorado	8193	8,400.00	4,200.00	12,600.00	777.00	13,377.00			
2022 New Flyer	8210	5,825.60	3,722.40	9,548.00	538.87	10,086.87			
2022 New Flyer	8211	5,825.60	3,722.40	9,548.00	538.87	10,086.87			
2022 New Flyer	8212	78.75	52.50	131.25	7.28	138.53			
TOTAL		55,265.15	29,762.10	85,027.25	5,112.03	90,139.28			

No Vehicles	Braun Entervan Subtotal	# Days to Install (ea)	Est. Total Days
4	16,319.01	3	12

No Vehicles	2013/15 El Dorado Subtotal	# Days to Install (ea)	Est. Total Days
4	53,508.00	5	20

No Vehicles	New Flyer Subtotal	# Days to Install (ea)	Est. Total Days
2.1	20,312.27	3	6.3

Estimated total days to complete project:		38.3
--	--	-------------

estimate [PT]

fleet rebrand

note

This is an estimate only based on full wraps on all vehicles in the fleet.

The numbers reflect a full color change on Ford eTransit vans and El Dorado buses (all models).

Model	Veh No.	Print	Inst	Subtotal	TAX 9.25%	TOTAL			
Braun Entrvn	8108	2,483.80	1,366.20	3,850.00	229.75	4,079.75			
Braun Entrvn	8109	2,483.80	1,366.20	3,850.00	229.75	4,079.75			
Braun Entrvn	8110	2,483.80	1,366.20	3,850.00	229.75	4,079.75			
Braun Entrvn	8111	2,483.80	1,366.20	3,850.00	229.75	4,079.75			
2013 El Dorado	8190	8,400.00	4,200.00	12,600.00	777.00	13,377.00			
2013 El Dorado	8191	8,400.00	4,200.00	12,600.00	777.00	13,377.00			
2015 El Dorado	8192	8,400.00	4,200.00	12,600.00	777.00	13,377.00			
2015 El Dorado	8193	8,400.00	4,200.00	12,600.00	777.00	13,377.00			
2022 New Flyer	8210	5,825.60	3,722.40	9,548.00	538.87	10,086.87			
2022 New Flyer	8211	5,825.60	3,722.40	9,548.00	538.87	10,086.87			
2022 New Flyer	8212	78.75	52.50	131.25	7.28	138.53			
TOTAL		55,265.15	29,762.10	85,027.25	5,112.03	90,139.28			

No Vehicles	Braun Entervan Subtotal	# Days to Install (ea)	Est. Total Days
4	16,319.01	3	12

No Vehicles	2013/15 El Dorado Subtotal	# Days to Install (ea)	Est. Total Days
4	53,508.00	5	20

No Vehicles	New Flyer Subtotal	# Days to Install (ea)	Est. Total Days
2.1	20,312.27	3	6.3

Estimated total days to complete project:		38.3
--	--	-------------



CITY COUNCIL AGENDA – FEBRUARY 4, 2025

SUBJECT: Consideration to Rebrand Transit Vehicles

SOURCE: Public Works

COMMENT: At its meeting on January 21, 2025, the City Council approved Vice Mayor McKerverey's request for an item to be added to the February 4, 2025, agenda to explore options for rebranding the City's transit vehicles. The current transit vehicle branding has been in place since 2019. The request aims to modernize the fleet's appearance while aligning with the City's heritage by incorporating an American Flag theme and the City's motto "In God We Trust."

The Transit Division currently operates a fleet consisting of 16 transit buses, 14 shuttle vans, and 8 minivans. Over the last 17 years, the branding of the fleet has changed multiple times:

- 2007-2010: Green and White wave design
- 2013: Orange and Green wave design
- 2019-2020: transPORT branding for battery-electric vans and minivans
- 2021: American Flag design on three battery-electric buses

The attached Existing Transit Vehicle Branding document provides a visual reference for those different branding iterations.

Rebranding the transit vehicles presents an opportunity to: 1) enhance public perception of the City's transit services, 2) improve brand consistency across all vehicles, 3) increase public awareness of transit availability and reliability, and 4) promote civic identity through design elements that reflect the City's culture and vision.

To assist in exploring design options, staff worked with Transit Media, Inc. to develop the attached conceptual designs, estimate, and timeline based on the American Flag theme and the City's motto "In God We Trust." The estimated timeline for completion is 130 days, targeting completion by the end of June 2025. The total estimated cost for rebranding is \$285,116.64.

The cost to rebrand each vehicle type varies depending on existing

branding and paintwork. Below is a breakdown of estimated costs:

Vehicle Type	Number of Vehicles	Cost per Vehicle	Total Cost
Mini Vans	8	\$2,651.84	\$21,214.71
Shuttle Vans (GP)	3	\$3,786.64	\$11,359.92
Shuttle Vans (Ford)	12	\$5,825.60	\$69,907.20
Transit Buses (2007)*	4	\$14,014.00	\$56,056.00
Transit Buses (2010)*	5	\$14,014.00	\$70,070.00
Transit Buses (2013-2015)*	4	\$14,014.00	\$56,056.00
Transit Buses (2022)	3	\$150.94	\$452.81
Total Estimated Cost			\$285,116.64

If the Council chooses not to wrap the 11 vehicles scheduled for replacement (9 transit buses and 2 shuttle vans), the total project cost could be reduced by \$131,429.68.

Funding for the rebranding initiative can be sourced from the Transit Division's operating budget, with financial assistance provided by the Federal Transit Administration (FTA) covering up to 50% of the cost. The remaining 50% would be covered by Local Transportation Funds (LTF) as the local match.

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.

ATTACHMENTS:

1. Existing Transit Vehicle Branding
2. Conceptual Design
3. Estimate

Appropriated/Funded:

Review By:

Department Director:
Richard Tree, Director of Transportation

Final Approver: Jason Ridenour, Interim City Manager



CITY COUNCIL AGENDA – MARCH 4, 2025

SUBJECT: Council Consideration and Evaluation of Charitable Car Washes

SOURCE: Public Works

COMMENT: At its meeting on February 4, 2025, the Council requested that Staff bring forth a City Council agenda item outlining the process and regulation of Charitable Car Washes for review and consideration. On June 21, 2005, the City Council adopted Ordinance No. 1669, amending Chapter 15 of the City Code to include Article VI, Sections 15-70 through 15-170, establishing the Charitable Car Wash Permit Procedure in the Municipal Code. The ordinance outlines the permit process and operational standards for charitable carwashes.

Ordinance 1669 Section 15-90, states that a nonrefundable application fee in an amount to be set by resolution shall be paid by the applicant. The application fee shall be based solely upon the administrative costs in processing the application and issuing the permits. On August 16, 2005, the City Council adopted Resolution No. 127-2005, setting the Charitable Car Wash Permit Application Fee at \$25.00.

In addition, water conservation has been a long-standing priority for the City, as outlined in the Water Conservation Plan. Ordinance 1669 requires all car wash operations, including charitable events, to follow regulations regarding water usage, runoff control, and conservation practices to limit environmental impacts due to waste water runoff. The number of permitted car washes outlined in the ordinance is limited to four per calendar per property.

Charitable Car Wash Permits Issued (2015–2024):

Year	Permits Issued	Organizations Participating
2015	4	Porterville Gleaning Seniors, Harmony Academy Key Club, Burton Pathways Charter Academy, Church of God of Prophecy
2016	1	Burton Horizon Academy
2017	4	Burton Horizon Academy, El Granito Foundation, Valley Water Polo Club, Helping Hands of Porterville

2018	0	No applications received
2019	2	Porterville Breakfast Lions Club, Porterville Football Inc.
2020	2	Gospel Lighthouse Church, American Legion
2021	1	Apostolic Assembly
2022	0	No applications received
2023	1	PHS Academy of Health & Sciences
2024	3	Granite Hills HS Cheerleading, PHS Academy of Health & Sciences, Victory Outreach

The number of permits issued significantly declined after 2017, with two years reporting no applications. In the last ten years (2015–2024), 18 permits have been issued.

The City's Water Conservation Plan requires all charitable car washes to adhere to water usage guidelines noted below.

- Odd/Even Watering Schedule: Car washes must follow designated watering days to reduce peak demand on the City's water system.
- Watering is prohibited between 5:00 AM – 10:00 AM and 5:00 PM – 10:00 PM.
- Runoff Control: Excessive runoff is prohibited; water must be contained within the permitted location.
- Storm drains must be protected from detergent contamination.
- Use of Shutoff Nozzles: All hoses must be equipped with automatic shutoff nozzles to prevent water waste.
- Recycling Water Where Feasible: If available, car washes should use water recycling equipment.
- Use of Commercial Facilities is Encouraged: Organizations are strongly encouraged to partner with commercial car wash businesses that use water-efficient systems.

Staff is seeking the City Council's direction in regard to the permitting process and requirements for charitable carwashes.

RECOMMENDATION: That the City Council provide direction regarding the permitting process and requirements for charitable car washes as outlined in Ordinance No. 1669 and Resolution No. 127-2005.

ATTACHMENTS: 1. Ord.1669 Charitable Car Washes

2. Resolution 127-2005
3. Water Conservation Plan

Appropriated/Funded:

Review By:

Department Director:
Michael Knight, Assistant City Manager

Final Approver: Jason Ridenour, Interim City Manager

ORDINANCE NO. 1669

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE ADDING ARTICLE VI, SECTIONS 15-70 THROUGH 15-170 TO CHAPTER 15, ENTITLED “CHARITABLE CAR WASH PERMIT PROCEDURE”

WHEREAS, the City Council of the City of Porterville has determined that there has been a proliferation of charitable car washes within the City; and

WHEREAS, due to the lack of regulation, these operations have had a detrimental effect on the city’s environment due to the wastewater run-off, and on commercial car wash operations that must abide by City regulatory wastewater discharge requirements;

NOW THEREFORE BE IT ORDAINED BY THE COUNCIL OF THE CITY OF PORTERVILLE, AS FOLLOWS, TO WIT:

SECTION 1. That Article VI is hereby added to Chapter 15 of Porterville Municipal Code, as follows:

Chapter 15 Article VI

CHARITABLE CAR WASH PERMIT PROCEDURE

Sections:

15-70	Definitions.
15-80	Permit required for charitable car wash.
15-90	Applications for permits.
15-100	Issuance and form of permits.
15-110	Term of permits.
15-120	Nontransferability of permits.
15-130	Manner of car wash.
15-140	Fund raising as a business.
15-150	Revocation of permit.
15-160	Violations.
15-170	Car washing as a business.

15-70 Definitions.

For purposes of this chapter, the following definitions shall apply:

“Applicant” means a member of a charitable organization who applies for a car wash permit on behalf of the charitable organization.

“**Charitable** Car wash,” for the purposes of this Article, shall mean a temporary vehicle washing operation conducted by members of a **charitable** organization for organization fundraising purposes. It shall not be deemed to include the operation of an authorized permanent vehicle washing business or service station authorized to wash vehicles on its premises, although a car wash, as defined above, may be conducted on such premises.

“Charitable” means benevolent, civil, religious, educational, fraternal, patriotic, political, philanthropic or other similar purposes.

“Charitable organization” means and includes an organization which is a duly organized governmental or not-for-profit charitable, religious, civic, patriotic or community service organization; and the organization must have a Tax-exempt Identification number assigned to it.

“Permit holder” means the charitable organization who has been granted a permit pursuant to this chapter for the purpose of conducting a charitable car wash.

“Person” means any individual, firm, partnership, corporation, company, association, society, organization, church, congregation, assembly or league, and includes any trustee, receiver, assignee, agent or other similar representative thereof.

“Religious” or “religion” has the meaning established by the Supreme Court of the state or the Supreme Court of the United States.

“Residential property” means a building designed for or occupied by one or more families as a residence including single-family residences, duplexes and apartments.

15-80 Permit required for charitable car wash.

A. It is unlawful for any person to engage, directly or indirectly, in a charitable car wash without first obtaining a valid charitable car wash permit pursuant to the provisions of this chapter.

B. The permit application shall include a written application to sponsor the charitable car wash by the owner or lessee of the property upon which the car wash is to be held.

C. The car wash permit issued under this chapter to a charitable organization must be prominently displayed at the location where the car wash is conducted and shall be removed at the completion of the car wash.

15-90 Applications for permits.

A. Applications for charitable car wash permits shall be made to the finance department upon forms prescribed by the city. The application shall be declared to under penalty of perjury and filed with the finance department not less than five consecutive business days prior to the time at which the applicant wishes to conduct said car wash.

B. A nonrefundable application fee an amount to be set by resolution shall be paid by the applicant. The application fee shall be based solely upon the administrative costs in processing the application and issuing the permits.

C. Such applications shall contain the following information and documentation:

1. The full name, mailing address, principal business and telephone number of the charitable organization or institution, the names and addresses of the organization's or institution's principal officers and executives, and the address of the national, state and local headquarters, if any;

2. The name and address of the sponsor, with a statement by the sponsor that he/she is the owner or lessee of the property where the car wash is to be held or is an employee or agent of the owner or lessee who has been delegated control of the premises by the owner or lessee, and that the sponsor assumes all liability regarding the car wash.

3. The full name and address of the person or persons who will be in charge of conducting the car wash. The names and addresses of each individual who will actually be engaged in the car wash shall be on file at the agency/organization conducting the car wash and shall be made available to the city police department upon request at any time;

4. The time when such car wash will be held, including preferred date and hours of the day for commencement and termination of the car wash;

5. A statement to the effect that if a permit is granted, it will not be used or represented in any way as an endorsement of the charitable organization by the city or any department or officer thereof;

6. Proof evidencing that the permit holder is a bonafide charitable organization;

7. The number of car washes that have been held by the charitable organization in that particular calendar year, and the number of car washes that have been held at that particular location in that particular calendar year;

8. Such supplemental information requested by the finance department as the finance department may require. The finance department may require that such information be updated during the time the permit is in force if changes occur subsequent to filing of the application in the planned dates and locations for the charitable car wash.

D. If, while the application is pending or during the term of any permit granted, there is a change in fact, policy or method that would alter the information to be given on the application, the applicant shall notify the finance director in writing thereof prior to five p.m. the day before such change.

E. The application documents shall be available for public inspection.

15-100 Issuance and form of permits.

A. The finance department shall issue the permit, unless it finds that:

1. Any statement made in the application is factually incorrect, and the applicant fails to correct the application after being requested to do so;

2. The applicant has not provided the information required by this chapter and fails to provide the missing information after being requested to do so;

3. The application indicates that the proposed car wash will violate any of the requirements of this chapter and the applicant fails to amend the application to indicate compliance with said section after being requested to do so.

4. The number of charitable car washes by the charitable organization applying for said permit exceeds four in a calendar year, or the number of charitable car washes held at a particular location exceeds four per calendar year. The location requirement shall not pertain to licensed commercial car washes.

5. The applicant has violated any of the provisions of this Article within one year of the date the application is submitted, resulting in the imposition of a fine or the revocation of a prior permit.

B. Nothing set forth in this chapter shall be construed as granting to the finance department or any other person the authority to grant, deny, suspend, revoke or renew any permit by reason of disapproval or agreement with the philosophy, opinion or belief of the applicant, permit holder or person soliciting therefor, or for any other reason not specifically provided for in this section.

C. The finance department shall either issue or deny the requested permit within two consecutive business days after the date the application is made. In the event of denial, the finance department shall give the applicant a written notice which states with specificity the reasons therefor. In the event the finance department fails to act within the time prescribed, the permit shall be deemed issued.

D. The permit, if issued, shall include the following information:

1. The name and address of the permit holder;
2. The date for which the permit is valid;
3. A statement that the permit does not constitute an endorsement by the city, or any of its departments, officers or employees, of the purpose of the car wash;
4. A permit number; and
5. The signature of the finance director or his/her designee.

15-110 Term of permits.

Permits issued under this chapter shall be valid only for the date specified in the application for the car wash and as stated on the permit.

15-120 Nontransferability of permits.

No permit issued under this chapter shall be transferred or assigned, and any attempt at assignment or transfer shall be void.

15-130 Manner of car wash.

A. Car washes held pursuant to permits under this chapter:

1. Shall take place between the hours of eight a.m. and six p.m.;
2. Shall be conducted for a one-day period only;
3. Shall not be conducted by any person under the age of sixteen years, unless supervised by an adult;
4. Shall not be conducted at any house, apartment or other dwelling nor an area zoned for residential use only;
5. Shall be conducted in an area zoned for commercial uses; and such location shall have a means of collecting the wash water and shall discharge the water to the City sewer collection system.
6. Shall use biodegradable soaps or detergents, and shall not violate any of the provisions of Chapter 25, concerning wastewater discharge requirements;
7. Shall have a means in place to limit waste water or runoff such as pistol grip nozzle or similar apparatus affixed to each garden hose or water source;
8. Shall not allow any person to solicit cars or other contributions from a position in or on any public right-of-way, including but not limited to sidewalks, traffic islands, driveways or the like as to endanger that individual or others;

9. Shall not be conducted at any commercial property which has held 4 prior car washes in the calendar year (excluding licensed commercial car wash locations);

10. Shall take place at a distance of more than 25 feet from the street curb, or from the near edge of the travel lane or lanes of any uncurbed street or road.

11. Shall utilize temporary signs, if any signs are utilized, in compliance with the City's applicable regulations concerning temporary signs.

12. Shall not be conducted by a charitable organization which has held 4 prior car washes in the calendar year. Four applications per Tax-exempt Identification Number, and four permits per Tax-exempt Identification Number, will be allowed in the calendar year.

B. It is unlawful for a permit holder, as defined herein, to:

1. Refuse to provide their name and a copy of the permit issued under this chapter, if requested by City representatives;

2. Misrepresent their identity or the identity of the charitable organization conducting the charitable car wash for which he or she is an agent;

3. Misrepresent that the charitable car wash permit issued under this chapter is an endorsement by the city, or any department or employee thereof of the charitable car wash.

15-140 Fund raising as a business.

An organization in the business of fund raising (seeking a profit and paying its solicitors), even if engaged by a nonprofit organization, must comply with this code. If such an organization is soliciting on behalf of a nonprofit organization, the nonprofit organization shall obtain a permit pursuant to this Article.

15-150 Revocation of permit.

Any violation of this chapter by applicant or permit holder shall be cause for revocation of a permit issued pursuant to this chapter. Upon determination by an authorized representative of the City that a car wash is being conducted without a valid permit or in violation of the requirements of this Article, said unlawful activity shall cease immediately, and all person associated with said car wash shall be dispersed within one hour after the giving of said notice. Failure or refusal by the charitable organization and/or the owner/sponsor to cause a car wash in violation of these regulations to cease operations, after receiving such notification from the City official, shall constitute a separate violation of this article. Furthermore, any organization that violates this Article shall be ineligible for the issuance of a permit for a period of one year.

15-160 Violations.

Every person who, for himself or herself, or as the agent of another, commences, engages in or conducts car wash as provided in this chapter without procuring the permit as required under this Article or who fails to comply with the conditions of this Article shall be guilty of an infraction punishable by:

1. A fine not exceeding one hundred dollars for a first violation;
2. A fine not exceeding two hundred dollars for a second violation within one year; and
3. A fine not exceeding five hundred dollars for each additional violation within one year.

15-170 Car washing as a business.

This chapter is expressly limited to charitable car washes. Any person, corporation, business or other entity who wishes to hold impromptu or temporary car washes on a for-profit basis, must comply with all city, county and state licensing or permitting requirements and do not fall within this chapter.

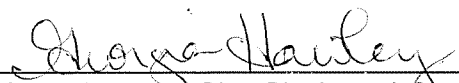
SECTION 2. This ordinance shall be in full force and effect thirty (30) days after its passage, adoption and approval.

ADOPTED, SIGNED AND APPROVED this 21st day of June, 2005.



President of the Council and
Mayor of the City of Porterville

ATTEST:



Chief Deputy City Clerk and Clerk
of the Council of the City of Porterville

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

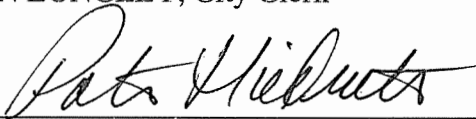
I, JOHN LONGLEY, the duly qualified City Clerk of the City of Porterville do hereby certify:

THAT the foregoing ordinance is a true and correct copy of Ordinance No. 1669, passed and adopted by the Council of the City of Porterville at a regular meeting held on the 21st day of June, 2005, 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 on the 21st day of July, 2005, 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:	IRISH	MARTINEZ	HAMILTON	STADTHERR	WEST
AYES:	X	X	X	X	X
NOES:					
ABSTAIN:					
ABSENT:					

JOHN LONGLEY, City Clerk



By: Patrice Hildreth, Deputy City Clerk

RESOLUTION NO. 127-2005

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
PORTERVILLE ESTABLISHING AN APPLICATION FEE FOR
CHARITABLE CAR WASH PERMITS WITHIN THE
CITY OF PORTERVILLE

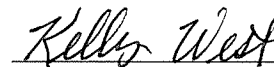
WHEREAS, on June 21, 2005, the City Council of the City of Porterville adopted Ordinance No. 1669 which added Chapter 15, Article VI, Charitable Car Wash Permit Procedure, to the Porterville Municipal Code; and

WHEREAS, Section 15-90(B) of Article VI states that a non-refundable application fee, in an amount to be set by resolution shall, be paid by the applicant. The application fee is to be based solely upon the administrative costs in processing the application and issuing the permits; and

WHEREAS, on August 16, 2005, City Council conducted a public hearing for the consideration of establishing such a Charitable Car Wash Permit Fee.

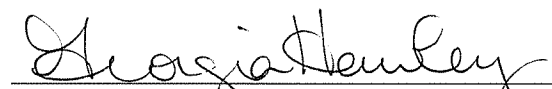
NOW THEREFORE BE IT HEREBY RESOLVED by the City Council of the City of Porterville that a Charitable Car Wash Permit Application Fee in the amount of \$25.00 is hereby established for the City of Porterville to become effective upon adoption.

Adopted this 16th day of August, 2005.



Kelly West, Mayor

ATTEST:



Georgia Hawley, Chief Deputy City Clerk

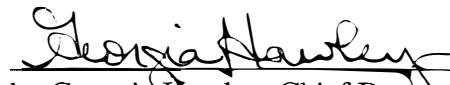
STATE OF CALIFORNIA)
CITY OF PORTERVILLE) SS
COUNTY OF TULARE)

I, JOHN LONGLEY, 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 a resolution passed and adopted by the Council of the City of Porterville at a regular meeting of the Porterville City Council duly called and held on the 16th day of August, 2005.

THAT said resolution was duly passed adopted by the following vote:

Council:	IRISH	MARTINEZ	HAMILTON	STADTHERR	WEST
AYES:	X	X	X		X
NOES:					
ABSTAIN:					
ABSENT:				X	

JOHN LONGLEY, City Clerk


by Georgia Hawley, Chief Deputy City Clerk

VERSION 3.0
AUGUST 19, 2014



WATER CONSERVATION PLAN

EVERY DROP COUNTS.

PRESENTED BY: FIELD SERVICES DIVISION
PUBLIC WORKS DEPARTMENT

CITY OF PORTERVILLE
555 N. PROSPECT ST., PORTERVILLE, CA 93257

REVISED BY:

**JOHN LOLLIS,
CITY MANAGER**

**BALDOMERO S. RODRIGUEZ,
PUBLIC WORKS DIRECTOR**

**BRYAN B. STYLES,
DEPUTY PUBLIC WORKS DIRECTOR
& FIELD SERVICES MANAGER**

**MICHAEL KNIGHT,
WATER UTILITIES SUPERINTENDENT**

**ROMAN FERRO,
WATER SYSTEMS SPECIALIST**

**DENYS THOMPSON,
ADMINISTRATIVE AIDE**

TABLE OF CONTENTS

Preface..... 3

City Water System..... 4

Conservation Phasing..... 5

- Water Conservation Phase I 5
- Drought Response Phase II..... 6
- Drought Response Phase III 7
- Emergency Response Phase IV 9

PREFACE

The City of Porterville water system is municipally-owned with more than 15,299 service connections, 97% of which are metered, serving a population of 55,490, with approximately 1,100 service connections outside the city limits. Water supplies for the City system are produced entirely from groundwater underlying the city, which is recharged from rainfall and runoff of the Western Sierra Nevada. The major stream contributing to the recharge of the Tule Basin Aquifer underlying Porterville is the Tule River.

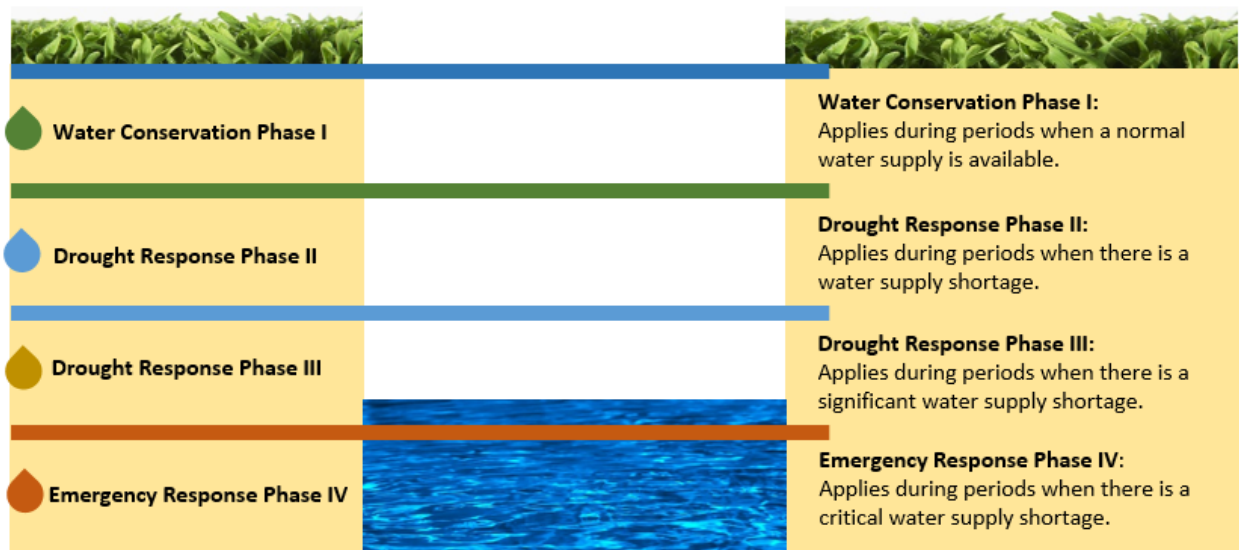
Storage capacity represents over ten million gallons within the distribution system and five hillside reservoirs, three with a capacity of three million gallons, one with a capacity of three hundred and five thousand gallons, one with the capacity of five hundred and fifty thousand gallons.

A telemetry system controls the operation of 23 of the City's 35 active well pumps to maintain system pressure under varying loads. The water levels in the reservoirs are also monitored and controlled by the computerized telemetry control system.

Water conservation and awareness have always been areas of concern for the Porterville community. Less than normal rainfall and runoff makes efforts to promote water conservation a high priority. In addition to the benefits of conserving water as a limited natural resource, additional benefits accrue to the community in the form of a reduced impact on the Wastewater Treatment Plant and a reduction in energy costs when water supplies are conserved.

It is vitally important that the Water Conservation Plan be a joint partnership between the City and the General Public in order to achieve optimal effect. The Plan has been developed in four phases with each phase defined in terms of the available water supply.

Well Storage Levels and Drought Phase Triggers



Actions within each phase have been defined as either actions to be undertaken by the City or by the General Public. Due to the number of variables which affect the water conditions in existence at any one point in time, a City staff analysis of those variables will be utilized in determining the transition of the City from one phase to a more (or less) stringent phase. At such time as staff determines that water supply conditions warrant a phase change, staff will present the request to the City Council for their approval.

This plan differs from other valley community plans because the city of Porterville is in a more favorable position of having almost all of its water customers metered, which allows the City to basically control the water conservation program.

CITY WATER SYSTEM

The City has always been diligent in its efforts to provide sufficient safe and affordable drinking water to the residents of the community. Water conservation has long been a permanent part of the City's water resource management program. Efforts to that end include:

NEW WELLS:

Over the past five years new wells have been added to the City water system in order to serve the needs of the community. Additional wells are planned for completion within the next few years.

TELEMETRY SYSTEM:

This system controls the operation of the well pumps to maintain system pressure under varying loads. Water levels in the reservoirs are also monitored and controlled by the computerized telemetry control system. Water is usually pumped to the reservoirs during the off peak usage hours for later use by consumers. This system was designed to operate the City wells in the most efficient and productive way possible with additional benefits of energy cost savings.

RESERVOIRS:

The City currently operates and maintains five (5) hillside reservoirs, three (3) with a capacity of three million gallons, one (1) with a capacity of 305,000 gallons, and one (1) with a capacity of 550,000. The three largest reservoirs are usually filled during off peak hours and then release water during the high usage hours. There is also a 300,000 gallon reservoir located at the Airport which is also part of the City system. The reservoirs increase the City's ability to maintain system pressure during peak demand and fire flow situations.

METERIZATION PROGRAM:

With over 97% of all service connections metered, the City has a goal of 100% meterization. All new connections are required to have meters.

UTILITY BILLING NOTICE:

The City's computerized utility billing system provides consumers with their current and past water usage history for comparison purposes. While variations may be attributable to a change known to the consumer (i.e. additional persons in the home, addition of a swimming pool), it may also be the result of an undetected leak or other controllable occurrence.

WATER AUDIT/LEAKAGE DETECTION & REPAIR PLAN:

The City will continue in its proactive plan to audit water supply usage. Upon detection of the source of any leakage, corrective action will be taken immediately in order to promote the efficient use of the existing water supply and in turn reduce the energy required to operate the system.

NEW WATER LINE TESTING:

The City requires full pressure and leak testing of all newly constructed water lines.

FIRE HYDRANT TESTING:

The City Fire Department schedules their annual fire hydrant testing program during the early spring and late fall to avoid the peak water use season. Such testing is required to maintain the integrity of the fire protection system.

CONSERVATION PHASING

The effectiveness of any voluntary plan ultimately depends on the public's awareness of the need for the plan. Local residents have a history of commitment to their community and support of the public welfare. It is a reliance upon this tradition that makes the distribution of public information the cornerstone of the City's Water Conservation Plan.

● WATER CONSERVATION PHASE I: NORMAL WATER SUPPLY

The Water Conservation Phase I applies during periods when a normal water supply is available.

ACTIONS BY THE CITY:

Public Information Program	• Distribution of suggestions for residential, commercial, and industrial water conservation and awareness. • Coordination of public information with the local news media. • City participation in Water Awareness Month (May). • Lawn and Landscape Watering Guides will be made available upon request. • City staff will coordinate with local nurseries to compile a list of low water using trees and plants. The list will be made available at City Hall, the Corporation Yard, and the Parks & Leisure Services Department for local residents. • Coordination with local schools to encourage young people to become aware of local water issues and conditions.
Project Review Committee	• The City's Project Review Committee (PRC) will include the evaluation of all submitted projects for water use and conservation efforts. The goal of City staff in cooperation with the developer will be to voluntarily reduce consumption of water used in the project. • City staff will assist the developer in familiarization with the Xeriscape Concept, combining creative landscaping and efficient irrigation to save water and promote attractive alternatives to traditional, high water use landscapes.
City Landscapes and Watering Schedules	• City parks, median islands, and landscaped public facilities will be watered during late night or early morning hours to the greatest extent possible. • All new landscaping projects undertaken by the City will incorporate conservation design.
Retrofit Bathroom Facilities	Water saving kits which contain toilet water conservation and low flow shower head devices will be made available to City water consumers, both residential and commercial, upon request, as funds are available.

Fire Hydrant Testing	The City's fire hydrant testing program will be scheduled during non-peak water usage times to the greatest extent possible without impairing the integrity of the City's fire protection service.
-----------------------------	--

ACTIONS BY THE GENERAL PUBLIC:

Mindful Water Use	The general public will be encouraged to utilize those water conservation measures contained within the City's Public Information Program.
Voluntary Odd/Even Watering Schedule	- This schedule is encouraged, but not mandated. This plan is designed to minimize water usage and requests that the public water their lawn and shrubs according to their street address, per Exhibit 1 below. - Addresses ending in an odd number (1, 3, 5, 7, or 9) water on Tuesday, Thursday, and Saturday. Addresses ending in an even number (0, 2, 4, 6, or 8) water on Wednesday, Friday, and Sunday. There is no watering on Monday. Watering should be avoided between the hours of 5:00 AM to 10:00 AM and 5:00 PM to 10:00 PM.

Voluntary Odd/Even Water Schedule						
MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY	SUNDAY
DO NOT WATER	OK TO WATER	OK TO WATER	OK TO WATER	OK TO WATER	OK TO WATER	OK TO WATER
---	ODD	EVEN	ODD	EVEN	ODD	EVEN
Odd Address Even Address						

Exhibit 1

● DROUGHT RESPONSE PHASE II: WATER SUPPLY SHORTAGE

Drought Response Phase II applies during periods when there is a water supply shortage. When water supply conditions start to deteriorate, the City is mandated to implement more stringent water conservation provisions for the benefit of its community. In addition to upholding the programs and provisions outlined in Phases I, the City must be diligent in its water conservation efforts by issuing penalties for non-compliance.

ACTIONS BY THE CITY:

Adoption and Enforcement of Stricter Water Regulations and Restrictions	- The City of Porterville will enforce an odd/even watering schedule for all residents. Watering is prohibited between the hours of 5:00 AM to 10:00 AM and 5:00 PM to 10:00 PM. Watering shall only occur on designated watering days. Excessive run-off is prohibited. - Per Section 25-5.1 of the City Municipal Code, Non-compliance with the City of Porterville's water conservation regulations will result in one written warning from the City of Porterville before the issuance of a citation. A second violation within a 12 month period will result in the issuance of a citation with a fine of \$100.00; a second citation will result in a fine of \$200.00; a third citation will result in a fine of \$500.00. Willful and egregious violations will result in issuance of a citation without a warning. Each day that a violation continues shall be regarded as a new and separate offense. - Per Section 25-5 of the City Municipal Code, "The consumer shall use reasonable care to prevent the waste of water, shall not allow water to run or waste from his property onto streets or highways, shall not use water in washing sidewalks, building entrances or lobbies or other properties to such excess that water shall flow in street gutters beyond the frontage of the properties occupied by them."
Public Information Program	The City will pursue a more aggressive distribution of information than its efforts initiated in the initial Water Conservation Phase to promote public awareness of the need to conserve water with a stronger emphasis on the water shortage condition.
Water System Pressure Reduction	The City's water system may experience reduced water pressures during high usage periods. This may deter water use for nonessential activities and encourage scheduling of landscape watering to late nights or early mornings.
City Landscapes and Watering Schedules	All City parks, median islands, and public facility landscapes will be watered during the late night or early morning hours to reduce impact on the water system during peak usage hours.
Leak Detection Water Waste	The City will continue in its proactive plan to audit water supply usage. All City staff will be reminded of the necessity of reporting any evidence of leaks or water waste for immediate action. There will be an emphasis on coordinated community efforts to reduce water waste.
"Waste of Water" Notices	City staff will be equipped to issue "Waste of Water" notices to consumers identified as misusing water.
Mandatory Odd/Even Watering days	Increase public education on the mandatory watering schedule program. Public outreach will emphasize changes from the Water Conservation Phase I (Voluntary) to Phase II (Mandatory).

Continuation of all Conservation Programs Established in Phase I	See Phase I
---	-------------

ACTIONS BY THE GENERAL PUBLIC:

Mandatory Odd/Even Watering Schedule	- Addresses ending in an odd number (1, 3, 5, 7, or 9) water on Tuesday, Thursday and Saturday. Addresses ending in an even number (0, 2, 4, 6, or 8) water on Wednesday, Friday and Sunday. There is no watering on Monday. See Exhibit 2 below. - Watering is prohibited between the hours of 5:00 AM to 10:00 AM and 5:00 PM to 10:00 PM. Watering shall only occur on designated watering days. - Excessive runoff is prohibited.
Conservation Efforts	The general public will be strongly encouraged to utilize those water conservation measures contained within the City's public information program.
Restaurants	Notices will be sent to all restaurants within the city limits requesting support of water conservation efforts by serving water to customers upon request only.
Lawn and Landscaping Watering	Mandatory implementation of the Odd/Even Watering Program initiated in the Water Conservation Phase I, all residential, commercial, and industrial landscape watering scheduled times.
Vehicle Washing and Sidewalk Hosing	- The washing of sidewalks, driveways, parking areas, patios or other paved areas is prohibited, unless it is necessary for the health and safety of the public. - The washing of automobiles, trucks, trailers, boats, and airplanes is only permitted on designated watering days. Such washing, when allowed, shall be done either by automatic car washes that recycle water or with a hand held bucket, or hand held hose equipped with a positive shutoff nozzle for quick rinses. - Per Section 25-5 of the City Municipal Code, "The consumer shall use reasonable care to prevent the waste of water, shall not allow water to run or waste from his property onto streets or highways, shall not use water in washing sidewalks, building entrances or lobbies or other properties to such excess that water shall flow in street gutters beyond the frontage of the properties occupied by them."

Mandatory Odd/Even Water Schedule

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

Odd Address
 Even Address

Exhibit 2

● DROUGHT RESPONSE PHASE III: SIGNIFICANT WATER SUPPLY SHORTAGE

Drought Response Phase III applies during periods when there is a significant water supply shortage. In addition to upholding the programs and provisions outlined in Phases I and II, the City must be diligent in its water conservation efforts by issuing penalties for non-compliance.

ACTIONS BY THE CITY:

Adoption and Enforcement of Stricter Water Regulations and Restrictions	- The City of Porterville will enforce a two day a week odd/even watering schedule for all residents. Watering is prohibited between the hours of 5:00 AM to 10:00 AM and 5:00 PM to 10:00 PM. Watering shall only occur on designated watering days. Excessive run-off is prohibited. - Per Section 25-5.1 of the City Municipal Code, Non-compliance with the City of Porterville's water conservation regulations will result in one written warning from the City of Porterville before the issuance of a citation. A second violation within a 12 month period will result in the issuance of a citation with a fine of \$100.00; a second citation will result in a fine of \$200.00; a third citation will result in a fine of \$500.00. Willful and egregious violations will result in issuance of a citation without a warning. Each day that a violation continues shall be regarded as a new and separate offense. - Per Section 25-5 of the City Municipal Code, "The consumer shall use reasonable care to prevent the waste of water, shall not allow water to run or waste from his property onto streets or highways, shall not use water in washing sidewalks, building entrances or lobbies or other properties to such excess that water shall flow in street gutters beyond the frontage of the properties occupied by them."
Public Information Program	The utility billing system will begin to notify customers of restrictions on water use. The program to promote public awareness will be intensified with emphasis placed on communicating the mandatory water conservation requirements to the public.
City Landscapes and Watering Schedules	All City parks, median islands, and public facility landscapes will adopt a two-day watering schedule. If it becomes necessary, watering of City parks and median islands will be suspended and evaluated each day.
Continuation of all Conservation Programs and Regulations Established in Phases I and II	See Phases I and II

ACTIONS BY THE GENERAL PUBLIC:

Mandatory Reduction in Watering Days Durations	- Addresses ending in an odd number (1, 3, 5, 7, or 9) water on Tuesday and Saturday. Addresses ending in an even number (0, 2, 4, 6, or 8) water on Wednesday and Sunday. There is no watering on Monday, Thursday, or Friday. See Exhibit 3 below. - Watering is prohibited between the hours of 5:00 AM to 10:00 AM and 5:00 PM to 10:00 PM. Watering shall only occur on designated watering days. - Excessive runoff is prohibited.
---	--

Ornamental Water Features	- Filling or re-filling ornamental lakes or ponds is prohibited, except to the extent needed to sustain aquatic life. - The operation of ornamental fountains or other structure making similar use of water is prohibited unless the fountain uses a recycling system.
Vehicle Washing and Sidewalk Hosing	- The washing of sidewalks, driveways, parking areas, patios or other paved areas is prohibited, unless it is necessary for the health and safety of the public. - The washing of automobiles, trucks, trailers, boats, and airplanes is only permitted on designated watering days. Such washing, when allowed, shall be done with a hand held bucket, or hand held hose equipped with a positive shutoff nozzle for quick rinses. - Per Section 25-5 of the City Municipal Code, "The consumer shall use reasonable care to prevent the waste of water, shall not allow water to run or waste from his property onto streets or highways, shall not use water in washing sidewalks, building entrances or lobbies or other properties to such excess that water shall flow in street gutters beyond the frontage of the properties occupied by them."
Water Leaks	All leaks must be treated as a priority upon discovery and repaired at the safest scheduled opportunity.

Mandatory Odd/Even Water Schedule						
MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY	SUNDAY
DO NOT WATER	OK TO WATER	OK TO WATER	DO NOT WATER	DO NOT WATER	OK TO WATER	OK TO WATER
---	ODD	EVEN	---	---	ODD	EVEN
Odd Address Even Address						

Exhibit 3

● EMERGENCY RESPONSE PHASE IV: CRITICAL WATER SUPPLY SHORTAGE

Applies during periods when there is a severe water supply shortage as determined by California State mandate, City Manager, system outage, equipment failure, contamination of water supply, or other emergency. . In addition to upholding the programs and provisions outlined in Phases I, II and III, the City must be diligent in its water conservation efforts by issuing penalties for non-compliance.

ACTIONS BY THE CITY:

Rate Structure Enhancement	A 20% water rate increase on all residential and landscape accounts will go into effect. This rate increase will encourage water conservation and will also serve as a provision to recover the lost revenues from water conservation.
City Landscapes and Watering Schedules	Watering of City parks and median islands will be suspended and evaluated each day.
Continuation of all Conservation Programs and Regulations Established in Phases I, II, and III	See Phases I, II, and III

ACTIONS BY THE GENERAL PUBLIC:

Lawn and Landscaping Watering	Lawn and landscaping watering is prohibited.
Vehicle Washing	Vehicle washing should be accomplished either by automatic car washes that recycle water or with buckets and hoses equipped with a shut-off nozzle.
Continuation of all Conservation Programs and Regulations Established in Phases I, II, and III	See Phases I, II, and III



CITY COUNCIL AGENDA – MARCH 4, 2025

SUBJECT: Consideration of the Establishment of Porterville Municipal Airport Standing Committee

SOURCE: City Manager's Office

COMMENT: At its meeting of February 18, 2025, the City Council provided direction to staff to bring an item forth to establish a standing Porterville Municipal Airport Committee comprised of nine members, including two City Council Members and seven public members. The public membership is to be comprised of representatives from the Porterville Municipal Airport, Porterville Experimental Aircraft Association, and the Porterville Military Academy. The scope of the committee is to be advisory to the City Council on matters pertaining to the Porterville Municipal Airport.

Pursuant to that direction, a draft resolution has been prepared for Council consideration. It is proposed that the Committee be staffed at the discretion of the City Manager.

RECOMMENDATION: That the City Council consider adoption of the draft resolution for the establishment of a Porterville Municipal Airport Standing Committee.

ATTACHMENTS: 1. Draft Resolution

Appropriated/Funded:

Review By:

Department Director:
Jason Ridenour, Interim City Manager

Final Approver: Jason Ridenour, Interim City Manager

RESOLUTION NO.____ -2025

**A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF PORTERVILLE ESTABLISHING A STANDING
PORTERVILLE MUNICIPAL AIRPORT COMMITTEE**

WHEREAS, the Porterville Municipal Airport was established in 1942 as Porterville Army Airfield, serving as a World War II training base for the Fourth Air Force; and

WHEREAS, the Porterville Municipal Airport was transferred to the City of Porterville in 1948, under the Surplus Property Act; and

WHEREAS, the Porterville Municipal Airport supports aeronautical uses including private aircraft, Air Attack Base, and air medical transport; and

WHEREAS, it is a priority to continue to improve the Porterville Municipal Airport to attract and retain aeronautical uses 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 Porterville Municipal Airport Committee is hereby established.
2. The Committee shall have nine total members, including two City Council Members, and seven members of the public comprised of airport representatives inclusive of the Porterville Military Academy, Porterville Experimental Aircraft Association President and Vice President, supported by staff as determined by the City Manager.
3. Said Committee will meet on an as-needed basis to review matters pertaining to the Porterville Municipal Airport and to then make recommendations to the City Council.

PASSED, APPROVED, AND ADOPTED this 4th day of March, 2025.

Greg Meister, Mayor

ATTEST:

Jason Ridenour, Interim City Clerk

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



CITY COUNCIL AGENDA – MARCH 4, 2025

SUBJECT: Consideration of Proposed Establishment of Ordinance to Protect Women's Safe Spaces

SOURCE: City Manager's Office

COMMENT: At its meeting on February 18, 2025, the City Council approved Mayor Meister's request for an item to be added to the March 4, 2025, agenda to consider the establishment of an Ordinance to Protect Women's Safe Spaces. The proposed Ordinance is included as an attachment for City Council's consideration. Should the City Council desire to move forward with the establishment of a new Ordinance, a public hearing will be scheduled for a future City Council meeting for consideration of adoption, followed by a second reading.

RECOMMENDATION: That the City Council provide direction on the proposed establishment of an Ordinance to Protect Women's Safe Spaces.

ATTACHMENTS: 1. Ordinance Protect Women Safe Spaces

Appropriated/Funded:

Review By:

Department Director:
Jason Ridenour, Interim City Manager

Final Approver: Jason Ridenour, Interim City Manager

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE
TO PROTECT WOMEN'S SAFE SPACES

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF PORTERVILLE HEREBY ORDAINS as follows:

SECTION 1. PURPOSE AND INTENT

The City of Porterville is committed to ensuring the safety, dignity, and privacy of all residents, particularly women and girls, in public and private spaces designated for their exclusive use. This ordinance establishes clear guidelines to protect these spaces and prevent unauthorized access by individuals who are biologically male, as determined at birth.

SECTION 2. DEFINITIONS

For the purposes of this ordinance, the following definitions apply:

- (a) Biological Sex – The sex assigned at birth, based on biological and physiological characteristics.
- (b) Women's Facilities – Public or private restrooms, locker rooms, showers, dressing areas, or other spaces designated exclusively for female use.
- (c) Men's Facilities – Public or private restrooms, locker rooms, showers, dressing areas, or other spaces designated exclusively for male use.
- (d) Public Accommodations – Any government-owned, publicly accessible buildings and facilities, as well as businesses providing public restrooms, locker rooms, or similar facilities.

SECTION 3. PROTECTION OF WOMEN'S SPACES

(a) Individuals shall use restrooms, locker rooms, and other private facilities that correspond to their biological sex in the following locations:

- 1. City-owned or city-operated properties, including parks, government buildings, and recreational facilities.
- 2. Public schools, colleges, and universities within the city.
- 3. Private businesses open to the public, unless they provide single-occupancy, gender-neutral facilities.
- 4. Any entity receiving public funding from the City of Porterville.

(b) Any organization, business, or public entity may provide single-occupancy, unisex restrooms as an alternative but shall not be required to alter or repurpose sex-specific spaces.

SECTION 4. ENFORCEMENT AND PENALTIES

(a) Violations of this ordinance shall be subject to the following penalties:

- 1. First Offense – A written warning.
- 2. Second Offense – A fine of up to \$500.

3. Third and Subsequent Offenses – A fine of up to \$1,000 and potential prohibition from entering certain public facilities.

(b) Businesses that violate this ordinance by failing to enforce sex-specific spaces may be subject to fines of up to \$5,000 per violation.

(c) Law enforcement or designated city personnel shall have the authority to remove individuals who refuse to comply with facility usage regulations.

SECTION 5. EXCEPTIONS

(a) This ordinance does not apply to:

1. Children under the age of six (6) accompanied by a parent or guardian.

2. Individuals assisting persons with disabilities in accordance with the Americans with Disabilities Act (ADA).

3. Emergency situations in which law enforcement, medical personnel, or emergency responders must enter a sex-specific facility.

SECTION 6. PUBLIC AWARENESS AND SIGNAGE REQUIREMENTS

(a) All public restrooms, locker rooms, and similar facilities must post clear signage indicating the designation of spaces as “Male” or “Female” based on biological sex.

(b) Businesses and institutions must inform employees and patrons of their compliance with this ordinance.

SECTION 7. NON-DISCRIMINATION CLAUSE

(a) This ordinance ensures the protection of women’s safety and privacy while recognizing the rights of all individuals.

(b) It does not prohibit businesses, schools, or government entities from offering additional single-occupancy accommodations.

SECTION 8. SEVERABILITY

If any section, subsection, subdivision, paragraph, sentence, clause, or phrase of this ordinance, or its application to any person or circumstance, is for any reason held to be invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining sections, subsections, subdivisions, paragraphs, sentences, clauses, or phrases of this ordinance, or its application to any other person or circumstance. The City Council of the City of Porterville hereby declares that it would have adopted each section, subsection, subdivision, paragraph, sentence, clause, or phrase hereof, irrespective of the fact that any one or more other sections, subsections, subdivisions, paragraphs, clauses, or phrases hereof be declared invalid or unenforceable.

SECTION 9. EFFECTIVE DATE

The foregoing ordinance shall take effect thirty (30) days from the date of the passage and adoption. Prior to the expiration of fifteen (15) days from the enactment hereof a certified copy of this ordinance shall be posted in the office of the City Clerk pursuant to Government Code Section 36933(c)(1) and a summary shall be published once in the Porterville Recorder, a newspaper printed and published in the City of Porterville, State of California, together with the names of the Council members voting for and against the same.

SECTION 10. CEQA REVIEW.

The City Council hereby finds that this ordinance is not subject to review under the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines section 15061(b)(3) [there is no possibility the activity in question may have a significant affirmative effect on the environment]. In addition to the foregoing general exemption, the City Council further finds that the ordinance is categorically exempt from review under CEQA Guidelines section 15303 [conversion of an existing structure from one use to another in conjunction with minor changes to the facility]. The City Manager is hereby directed to ensure that a Notice of Exemption is filed pursuant to CEQA Guidelines Section 15062.

SECTION 11. CONSTRUCTION.

The City Council intends this ordinance to supplement, not to duplicate or contradict, applicable state and federal law and this ordinance shall be construed in light of that intent.

PASSED, APPROVED AND ADOPTED this _____ day of _____, 2025.

By: _____
Greg Meister, Mayor

ATTEST: _____
Jason Ridenour, City Clerk



CITY COUNCIL AGENDA – MARCH 4, 2025

SUBJECT: Consideration of Letter of Support and Declaration for the Establishment of a League of Charter Cities

SOURCE: City Manager's Office

COMMENT: At its meeting on February 18, 2025, the City Council approved Mayor Meister's request for an item to be added to the March 4, 2025, agenda to consider a letter of support for the establishment of a League of California Charter Cities to the Huntington Beach City Council and Declaration for the Establishment of the League of Charter Cities. The correspondence and Declaration for the Establishment of the League of Charter Cities are attached for City Council's consideration.

RECOMMENDATION: That the City Council consider the letter of support for the establishment of a League of California Charter Cities to the Huntington Beach City Council and Declaration for the Establishment of the League of Charter Cities.

ATTACHMENTS:

1. Letter of Support
2. Declaration for the Establishment of League of Charter Cities

Appropriated/Funded:

Review By:

Department Director:
Jason Ridenour, Interim City Manager

Final Approver: Jason Ridenour, Interim City Manager

A Call to Action – Introducing the Declaration for the Establishment of the League of Charter Cities

Honorable Council Members,

I write to you today not just as the Mayor of Porterville, but as a fellow defender of local sovereignty and the foundational principles that make America the greatest nation on earth. Huntington Beach has long been a beacon of boldness in the fight for charter city rights, standing firm against state overreach and setting an example for municipalities across California. Your courage has inspired many, and now the time has come to take the next great step—to unite charter cities in a cause that will forever cement our autonomy under the supreme law of the land: the U.S. Constitution.

Attached to this letter is the Declaration for the Establishment of the League of Charter Cities, a defining document that lays the groundwork for a coalition of municipalities committed to restoring and preserving the self-governance that our cities were intended to have. If we do not stand together now, we risk allowing the state to erode every last vestige of local control, transforming our cities into mere administrative arms of Sacramento rather than self-determining communities shaped by the people who call them home.

I urge you, the distinguished members of the Huntington Beach City Council, to introduce and adopt this Declaration, making Huntington Beach one of the first charter cities to formally endorse this movement. But I ask you to go even further. Use your influence and leadership to rally other charter cities to this cause, forging an alliance capable of fighting not just legislatively, but legally, in the courts where these battles must ultimately be won.

If we can build an institution with the proper funding and legal resources, we can mount the necessary challenges to push these issues to the highest courts in the land—where we can obtain the rulings that will once and for all restore the rights of charter cities to their rightful place under constitutional governance. This is no small undertaking, but I know that if any city is capable of leading the charge, it is Huntington Beach.

We cannot wait for someone else to act. The time is now. Every unconstitutional encroachment left unchallenged emboldens those who seek to centralize power and strip cities of their ability to govern in the best interests of their residents. This fight is ours, and if we stand united, we will not lose.

Let Huntington Beach be the city that ignites the spark of this movement. Let us work together to reclaim local governance, restore constitutional order, and build an institution that will stand as a shield against overreach for generations to come.

I look forward to your response and to working together to ensure that our cities remain free, self-governing, and accountable to the people—not to bureaucrats in Sacramento.

With great respect and unwavering determination,

Greg Meister
Mayor, City of Porterville

Declaration for the Establishment of the League of Charter Cities

In the Year of Our Lord Two Thousand and Twenty-Five,

The Unanimous Agreement of the Representatives of the Charter Cities, United in the Cause of Local Governance and Constitutional Integrity,

Preamble

When in the course of municipal governance, it becomes necessary for cities to reaffirm their inherent authority and assert their constitutional rights against encroachments from centralized powers, a steadfast alliance must be formed to preserve and defend the liberties of local self-rule.

We, the undersigned representatives of charter cities, in firm reliance on the principles enshrined in the United States Constitution, do solemnly declare and establish the League of Charter Cities, bound by the common cause of restoring and safeguarding the autonomy granted to our municipalities by the foundational laws of our republic.

Statement of Principles

We hold these truths to be self-evident, that local governance is the bedrock of a free and just society, that cities are endowed with the unalienable right to govern their own affairs, and that any infringement upon their authority violates the sacred trust placed in government by the people.

That to secure these rights, municipalities must stand united, vigilant, and resolute in their pursuit of policies that restore decision-making to the local level, free from undue interference.

That whenever any legislative or executive body seeks to erode local governance, impose unfunded mandates, or strip charter cities of their rightful autonomy, it is the duty of these cities to resist such overreach and to reaffirm their self-determination in accordance with the Constitution.

Articles of Agreement

I. Establishment

We, the undersigned, do hereby establish the League of Charter Cities, an association dedicated to restoring, protecting, and advancing the rights of charter cities throughout these United States.

II. Purpose and Mission

The League of Charter Cities shall:

1. Defend the constitutional sovereignty of charter cities against state and federal encroachments.
2. Advocate for the repeal or amendment of laws that unjustly diminish local control.
3. Promote policies that enhance municipal fiscal independence, zoning authority, and governance rights.
4. Provide legal, legislative, and educational support to member cities.
5. Unify charter cities in collective action to safeguard the principles of self-governance.

III. Membership and Commitment

All charter cities, their duly elected officials, and appointed representatives who share in these principles are hereby invited to join this solemn pact, pledging to uphold and defend the mission of the League of Charter Cities.

IV. Pledge of Support

We do hereby mutually pledge to one another our firm commitment to this cause, and with steadfast resolve, we affix our names to this declaration as a testament to our unity, purpose, and unwavering dedication to the principles of local sovereignty and constitutional governance.

In witness whereof, we have hereunto subscribed our names, on this ____ day of _____, in the year of our Lord Two Thousand and Twenty-Five, and in the ____ year of our Republic.

Signatories



CITY COUNCIL AGENDA – MARCH 4, 2025

SUBJECT: Review of City Council Agenda Publication Timeline

SOURCE: City Manager's Office

COMMENT: At its meeting on February 18, 2025, the City Council approved Vice Mayor McKervery's request for an item to be added to the March 4, 2025, agenda to consider changing the date that City Council Agendas are posted for public review to up to seven days prior to the City Council meeting. Government Code Section 54954.2(a)(1) states, "At least 72 hours before a regular meeting, the legislative body of the local agency, or its designee, shall post an agenda containing a brief general description of each item of business to be transacted or discussed at the meeting, including items to be discussed in closed session."

The City of Porterville holds regularly scheduled City Council meetings on the first and third Tuesdays of each month in accordance with Ordinance 1792. Historically, the City of Porterville has published agendas for public review the Thursday evening prior to the regularly scheduled City Council meeting the following Tuesday, providing a 120-hour or five-day notice. The City of Porterville strives to produce an agenda with items that are complete, well-researched, and informative for the City Council and the public. City Council agenda staff reports vary in complexity, as does the time needed to research and draft the staff reports. Should the City Council direct staff to publish the City Council agenda seven days prior to the City Council meeting or on the Tuesday prior to the City Council meeting, this may result in a reduction in flexibility of timing for agenda items included on the City Council agenda for consideration.

RECOMMENDATION: That the City Council provide direction on the timing of the publication of the City Council agenda.

ATTACHMENTS:

1. Ordinance 1792
2. Government Code Section 54954.2

Appropriated/Funded:

Review By:

Department Director:
Jason Ridenour, Interim City Manager

Final Approver: Jason Ridenour, Interim City Manager

ORDINANCE NO. 1792

AN ORDINANCE OF THE CITY COUNCIL OF THE
CITY OF PORTERVILLE AMENDING CHAPTER 2, ARTICLE I,
SECTION 2-1, TIME AND PLACE OF REGULAR MEETINGS,
OF THE PORTERVILLE MUNICIPAL CODE

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

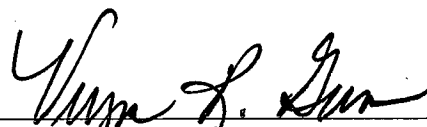
- A. That Chapter 2, Article I, Section 2-1, Time and Place of Regular Meetings, of the Porterville Municipal Code is hereby amended to read as follows:

Sec. 2-1. Time and Place of Regular Meetings.

Pursuant to Section 10 of the City Charter, regular meetings of the Porterville City Council shall be held on the first and third Tuesday of each month in the City Hall, at 291 North Main Street in the City. The regular meetings will commence at 5:30 p.m., with closed session commencing at 5:30 p.m., and open session commencing at 6:30 p.m.

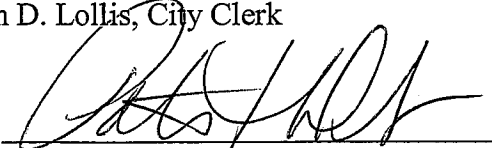
- B. This Ordinance and Code amendment shall be in full force and effect thirty (30) days from and after its publication and passage.

PASSED, APPROVED, AND ADOPTED this 16th day of October, 2012.


Virginia R. Gurrola, Mayor

ATTEST:

John D. Lollis, City Clerk

By: 
Patrice Hildreth, Chief Deputy City Clerk

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

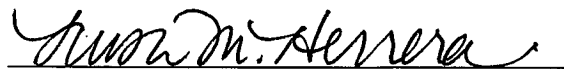
I, JOHN D. LOLLIS, the duly qualified City Clerk of the City of Porterville do hereby certify:

THAT the foregoing ordinance is a true and correct copy of Ordinance No. 1792, passed and adopted by the Council of the City of Porterville at a regular meeting held on the 16th day of October, 2012, 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 15, 2012, 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:	WARD	McCRACKEN	GURROLA	SHELTON	HAMILTON
AYES:	X	X	X	X	X
NOES:					
ABSTAIN:					
ABSENT:					

JOHN D. LOLLIS, City Clerk


By: Luisa Herrera, Deputy City Clerk

State of California

GOVERNMENT CODE

Section 54954.2

54954.2. (a) (1) At least 72 hours before a regular meeting, the legislative body of the local agency, or its designee, shall post an agenda containing a brief general description of each item of business to be transacted or discussed at the meeting, including items to be discussed in closed session. A brief general description of an item generally need not exceed 20 words. The agenda shall specify the time and location of the regular meeting and shall be posted in a location that is freely accessible to members of the public and on the local agency's internet website, if the local agency has one. If requested, the agenda shall be made available in appropriate alternative formats to persons with a disability, as required by Section 202 of the Americans with Disabilities Act of 1990 (42 U.S.C. Sec. 12132), and the federal rules and regulations adopted in implementation thereof. The agenda shall include information regarding how, to whom, and when a request for disability-related modification or accommodation, including auxiliary aids or services, may be made by a person with a disability who requires a modification or accommodation in order to participate in the public meeting.

(2) For a meeting occurring on and after January 1, 2019, of a legislative body of a city, county, city and county, special district, school district, or political subdivision established by the state that has an internet website, the following provisions shall apply:

(A) An online posting of an agenda shall be posted on the primary internet website home page of a city, county, city and county, special district, school district, or political subdivision established by the state that is accessible through a prominent, direct link to the current agenda. The direct link to the agenda shall not be in a contextual menu; however, a link in addition to the direct link to the agenda may be accessible through a contextual menu.

(B) An online posting of an agenda, including, but not limited to, an agenda posted in an integrated agenda management platform, shall be posted in an open format that meets all of the following requirements:

(i) Retrievable, downloadable, indexable, and electronically searchable by commonly used internet search applications.

(ii) Platform independent and machine readable.

(iii) Available to the public free of charge and without any restriction that would impede the reuse or redistribution of the agenda.

(C) A legislative body of a city, county, city and county, special district, school district, or political subdivision established by the state that has an internet website

and an integrated agenda management platform shall not be required to comply with subparagraph (A) if all of the following are met:

(i) A direct link to the integrated agenda management platform shall be posted on the primary internet website home page of a city, county, city and county, special district, school district, or political subdivision established by the state. The direct link to the integrated agenda management platform shall not be in a contextual menu. When a person clicks on the direct link to the integrated agenda management platform, the direct link shall take the person directly to an internet website with the agendas of the legislative body of a city, county, city and county, special district, school district, or political subdivision established by the state.

(ii) The integrated agenda management platform may contain the prior agendas of a legislative body of a city, county, city and county, special district, school district, or political subdivision established by the state for all meetings occurring on or after January 1, 2019.

(iii) The current agenda of the legislative body of a city, county, city and county, special district, school district, or political subdivision established by the state shall be the first agenda available at the top of the integrated agenda management platform.

(iv) All agendas posted in the integrated agenda management platform shall comply with the requirements in clauses (i), (ii), and (iii) of subparagraph (B).

(D) For the purposes of this paragraph, both of the following definitions shall apply:

(i) “Integrated agenda management platform” means an internet website of a city, county, city and county, special district, school district, or political subdivision established by the state dedicated to providing the entirety of the agenda information for the legislative body of the city, county, city and county, special district, school district, or political subdivision established by the state to the public.

(ii) “Legislative body” has the same meaning as that term is used in subdivision (a) of Section 54952.

(E) The provisions of this paragraph shall not apply to a political subdivision of a local agency that was established by the legislative body of the city, county, city and county, special district, school district, or political subdivision established by the state.

(3) No action or discussion shall be undertaken on any item not appearing on the posted agenda, except that members of a legislative body or its staff may briefly respond to statements made or questions posed by persons exercising their public testimony rights under Section 54954.3. In addition, on their own initiative or in response to questions posed by the public, a member of a legislative body or its staff may ask a question for clarification, make a brief announcement, or make a brief report on their own activities. Furthermore, a member of a legislative body, or the body itself, subject to rules or procedures of the legislative body, may provide a reference to staff or other resources for factual information, request staff to report back to the body at a subsequent meeting concerning any matter, or take action to direct staff to place a matter of business on a future agenda.

(b) Notwithstanding subdivision (a), the legislative body may take action on items of business not appearing on the posted agenda under any of the conditions stated

below. Prior to discussing any item pursuant to this subdivision, the legislative body shall publicly identify the item.

(1) Upon a determination by a majority vote of the legislative body that an emergency situation exists, as defined in Section 54956.5.

(2) Upon a determination by a two-thirds vote of the members of the legislative body present at the meeting, or, if less than two-thirds of the members are present, a unanimous vote of those members present, that there is a need to take immediate action and that the need for action came to the attention of the local agency subsequent to the agenda being posted as specified in subdivision (a).

(3) The item was posted pursuant to subdivision (a) for a prior meeting of the legislative body occurring not more than five calendar days prior to the date action is taken on the item, and at the prior meeting the item was continued to the meeting at which action is being taken.

(4) To consider action on a request from a member to participate in a meeting remotely due to emergency circumstances, pursuant to Section 54953, if the request does not allow sufficient time to place the proposed action on the posted agenda for the meeting for which the request is made. The legislative body may approve such a request by a majority vote of the legislative body.

(c) This section is necessary to implement and reasonably within the scope of paragraph (1) of subdivision (b) of Section 3 of Article I of the California Constitution.

(d) For purposes of subdivision (a), the requirement that the agenda be posted on the local agency's internet website, if the local agency has one, shall only apply to a legislative body that meets either of the following standards:

(1) A legislative body as that term is defined by subdivision (a) of Section 54952.

(2) A legislative body as that term is defined by subdivision (b) of Section 54952, if the members of the legislative body are compensated for their appearance, and if one or more of the members of the legislative body are also members of a legislative body as that term is defined by subdivision (a) of Section 54952.

(e) This section shall remain in effect only until January 1, 2026, and as of that date is repealed.

(Amended (as amended by Stats. 2022, Ch. 285, Sec. 4) by Stats. 2023, Ch. 131, Sec. 91. (AB 1754) Effective January 1, 2024. Repealed as of January 1, 2026, by its own provisions. See later operative version, as amended by Sec. 92 of Stats. 2023, Ch. 131.)