



**CITY COUNCIL AGENDA
CITY HALL, 291 N. MAIN STREET
PORTERVILLE, CALIFORNIA
APRIL 1, 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/899999407040?pwd=Cz0c2yDjrmONHgmE0avOAoxoDWG0zL.1>

Or via Telephone: +1 669 900 6833 Webinar ID: 899 9940 7040 Passcode: 143925

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

Call to Order

Roll Call

ORAL COMMUNICATIONS

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

CITY COUNCIL CLOSED SESSION:

A. Closed Session Pursuant to:

1 - Government Code Section 54956.8 – Conference with Real Property Negotiators/Property: APN: 255-240-013. Agency Negotiator: Jason Ridenour. Negotiating Parties: City of Porterville and Danny Henderson. Under Negotiation: Terms and Price.

2 - Government Code Section 54957.6 – Conference with Labor Negotiator. Agency Negotiators: Jason Ridenour and Yuliana Andrade. Employee Organizations: Porterville City Employee Association, Porterville Safety Support Unit, and Porterville Police Officer Association.

3 - Government Code Section 54956.95 – Liability Claim: Claimant: Josefina Pacheco. Agency claimed against: City of Porterville.

4 - Government Code Section 54956.95 – Liability Claim: Claimant: Mireya Robledo. Agency claimed against: City of Porterville.

5 - Government Code Section 54956.95 – Liability Claim: Claimant: Amanda Wingfield. Agency claimed against: City of Porterville.

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

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

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

Pledge of Allegiance Led by Mayor Meister

Invocation

PRESENTATIONS

Employee of the Month - Alex Pollock
Employee Service Awards

ORAL COMMUNICATIONS

This is the opportunity to address the Council on any matter of interest, whether on the agenda or not. Unless additional time is authorized by the Council, all commentary shall be limited to three minutes.

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 Measure R Program Supplements to the Cooperative Agreement - Bridge Repairs

Re: Consideration to approve the attached Resolutions in support of the Program Supplements to the Cooperative Agreement totaling \$2,000,000, for repairs to several of the City's bridges, including the Plano Street Bridge at the Tule River, the Porter Road Bridge at the Porter Slough, and the Westwood Street Bridge at the Porter Slough.

2. Authorization to Repair Porter Road Bridge

Re: Considering approval to initiate a purchase order to Romanazzi General Engineering for \$127,700 for Porter Street Bridge repairs, with an additional \$12,770 for a 10% construction contingency and \$12,770 for construction management, surveying, quality control, and inspection services, bringing the total project cost to \$153,240.

3. Authorization to Repair Westwood Street Bridge at the Porter Slough

Re: Considering approval to initiate a purchase order to Steelex Industrial in the amount of \$14,935, for the Westwood Street Bridge repairs, with an additional \$1,493.50 for a 10% construction contingency and \$1,493.50 for construction management, surveying, quality control, and inspection services, bringing the total project cost to \$17,922.

4. Authorization to Advertise for Bids - Fourth Street Water Replacement Project

Re: Considering approval of the Plans and Project Manual for the project, which consists of replacing the existing undersized water main and water laterals in the area and provide a fire connection to the community center project, located on Fourth Street from Morton Avenue to Henderson Avenue.

5. Authorization to Advertise for Bids - Pavement Preservation Project

Re: Considering approval of the Plans and Project Manual for the Pavement Preservation Project located on Date Avenue from Main Street to Orange Avenue, Date Avenue from Plano Street to Park Street, Orange Avenue from Main Street to Plano Street, Lime Street from Henderson Avenue to just north of Sandra Court, North Grand Avenue from just west of W. North Grand Avenue to Highway 65, and Henderson Avenue from Indiana Street to Jaye Street (a total of approximately 8.44 lane miles) to include various types of pavement treatments.

6. Authorization to Distribute a Request for Proposals (RFP) for the Transit Center Renovation Project

Re: Council to consider the distribution of a Request for Proposals (RFP) for the Transit Center Renovation Project located at 61 W. Oak Avenue.

7. Amendment to Consultant Services Contract - Baseball Field Design Project

Re: Consideration to execute Addendum No. 1 to the QK, Inc Service Agreement at an agreed upon fee of \$89,250 for the design of the second baseball field; and consider the execution of Addendum No. 2 to the QK, Inc Service Agreement at an agreed upon fee of \$15,900 for the design of the Sports Complex master plan layout of the improvements.

8. Consent to Sublet - Lot No. 32C at the Porterville Municipal Airport

Re: Consideration to authorize the Lessee, Michael Quatacker and Debbie Quatacker, to sublet airport hangar on Lot No. 32C at the Porterville Municipal Airport to Adryel Levis commencing on March 1, 2025 and expiring on February 28, 2027.

9. Consent to Sublet - Lot No. 34E at the Porterville Municipal Airport

Re: Consideration to authorize the Lessee, Michael Quatacker and Debbie Quatacker, to sublet airport hangar on Lot No. 34E at the Porterville Municipal Airport to Angel and Lorena Leon, on a month-to-month tenancy, commencing on March 1, 2025.

10. Request for Proclamation - Parental Rights Month

Re: Considering approval of a request to proclaim the month of April as "Parental Rights Month" in the City of Porterville.

11. Request for Proclamation - Frontline Worker Appreciation Month

Re: Considering approval of a request to proclaim the month of May as "Frontline Worker Appreciation Month" in the City of Porterville.

12. Request for Proclamation - Easter Holiday Week - Blessings of Liberty

Re: Considering approval of a request to proclaim Easter Holiday Week in the City of Porterville.

13. Request for Proclamation - Holy Week - Church of Jesus Christ of Latter-Day Saints

Re: Considering approval of a request to proclaim Holy Week in the City of Porterville.

14. Request for Proclamation - Easter Holiday Week - Porterville Church of Christ

Re: Considering approval of a request to proclaim Easter Holiday Week in the City of Porterville.

15. Request for Proclamation - Holy Week - Porterville Church of God

Re: Considering approval of a request to proclaim Holy Week in the City of Porterville.

16. Request for Proclamation - Easter Holy Week - Porterville Church of the Nazarene

Re: Considering approval of a request to proclaim Easter Holy Week in the City of Porterville.

17. Approval of Revised Street Closures and Event Map - Porterville Chamber of Commerce - Spring Festival - April 5, 2025

Re: Consideration to approve the revised street closures and event map for the Porterville Chamber Spring Festival scheduled for Saturday, April 5, 2025.

18. Approval of Community Civic Event - Children's Miracle Network - City Color Run/Walk - April 26, 2025

Re: Consideration to approve the Community Civic Event application submitted by the Children's Miracle Network to hold the "City Color Run/Walk" event on Saturday, April 26, 2025, at Veterans Park, from 10:00 AM to 2:00 PM.

19. Approval of Community Civic Event - Parenting Network - Calling All Superheroes - April 30, 2025

Re: Consideration to approve the Community Civic Event application submitted by the Parenting Network to hold the "Calling All Superheroes" event on Wednesday, April 30, 2025, at Zalud Park, from 3:00 PM to 5:30 PM.

20. Approval of Community Civic Event - Comision Honorifica Mexicana Americana Inc - Annual Cinco de Mayo Parade and Sunday Fiesta - May 3 - 4, 2025

Re: Consideration to to approve the Community Civic Event application submitted by the Comision Honorifica Mexicana Americana, Inc., to hold the Annual Cinco de Mayo Celebration Parade down Main Street on Saturday, May 3, 2025, from 10:00 AM to 12:00 PM, and Fiesta at Veterans Park on Sunday, May 4, 2025, from 10:00 AM to 7:00 PM.

21. Approval of Community Civic Event - Pink Heals Tulare County Chapter and Rollin' Relics Car Club - Rollin' Relics Car Show - May 10, 2025

Re: Consideration to approve the Community Civic Event application submitted by Pink Heals Tulare County Chapter and Rollin' Relics Car Club to hold the "Rollin' Relics Car Show" event on Saturday, May 10, 2025, at Veterans Park, from 7:00 AM to 3:00 PM.

22. Consideration of Authorization of Additional Funds for Main Street Project

Re: Consideration to approve the upgrade of the trees to be replaced on Main Street from 24" box trees to 48" box trees; and appropriate Measure I funding in the amount of \$187,120.90 to cover the cost of the larger trees.

23. Authorization to Hold a Public Hearing Regarding Proposed 2025 Public Transportation Service Changes

Re: Council to consider the authorization to schedule a public hearing on May 6, 2025, at 6:30 p.m. to receive public input on proposed changes to public transportation services in response to anticipated reductions in federal and state funding.

24. Approval of Measure R Program Supplement to Cooperative Agreement - Trail Maintenance

Re: Consideration to approve the draft resolutions in support of the Program Supplements to the Cooperative Agreement for the maintenance and security direct costs as incorporated into the Measure R Expenditure Plan with Amendment 5.

25. 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.

SCHEDULED MATTERS

26. Consideration of Appointment to the Arts Commission

Re: Considering the appointment of an individual to serve on the City's Arts Commission.

27. Consideration of Appointments to the Downtown Porterville Committee

Re: Consideration of appointments to the Downtown Porterville Committee.

28. Nomination of Representative to Tulare County California Identification System (CAL-ID) and Remote Access Board (RAN Board)

Re: Council to consider a candidate to nominate for appointment by the City Selection Committee as the City Mayor Member to the County of Tulare CAL-ID/RAN Board.

29. Authorization to Purchase a "Happy Easter" Banner for Main Street

Re: Consideration to purchase a "Happy Easter" banner for Main Street.

30. Consideration of Airport Lease Agreement – Lot No. 9

Re: Consideration to approve a Lease Agreement between the City of Porterville and Arrow Falcon Exporters, Inc. for Lot No. 9 at the Porterville Municipal Airport and waive the conditions outlined in Porterville Charter Section 68 specific to this lease renewal.

31. Council Consideration and Implementation of Financial Assistance Program for Mixed-Metering

Re: Council to provide direction to implement irrigation meter assistance for non-profits and commercial accounts with 0% interest financing.

32. Consideration of Continuation of the Zero-Fare Program

Re: Council to consider the continuation of the Zero-Fare Program beyond June 30, 2025.

33. Amendment to Consultant Services Contract - Emergency Operations Center

Re: Consideration to execute the Consultant Service Agreement for the design of the Station 71/Emergency Operations Center Project and the design of the remodel of Centennial Plaza with COAR Design Group in the amount of \$1,140,250; authorize a design contract contingency in the amount of \$114,025; and authorize an appropriation of Measure I Funds in the amount of \$60,500.

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 - March 19, 2025
2. Tulare County Economic Development Corp. (TCEDC) - March 26, 2025
3. Porterville Groundwater Sustainability Agency - March 27, 2025
4. Tulare County Association of Governments Board Training - March 27, 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 April 15, 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 – APRIL 1, 2025

SUBJECT: Approval of Measure R Program Supplements to the Cooperative Agreement - Bridge Repairs

SOURCE: Engineering and Project Management

COMMENT: The Tulare County Association of Governments (TCAG), acting as the Local Transportation Authority ("Authority") is requesting that the City approve and submit a Supplemental Agreement (SA) for repairs to several of the City's bridges, including the Plano Street Bridge at the Tule River, the Porter Road Bridge at the Porter Slough, and the Westwood Street Bridge at the Porter Slough. The Plano Street Bridge and the Porter Road Bridge are in need of repairs due to intentional undermining damage. The Westwood Street Bridge is in need of repairs to the guardrail and the connections of the guardrail to the bridge deck due to damage caused by motor vehicles.

The Authority requires the processing of a SA for each project for the purpose of reimbursing one hundred percent (100%) of the design, construction management, quality control, and non-participating construction costs. The cost to repair all the bridges is expected to not exceed \$2,000,000.

As stated above, a Supplemental Agreement, Resolution and Exhibit 'A' must be received by the Authority before the City can seek reimbursement for said design, non-participating construction, and construction management costs. Exhibit 'A' provides the project title, project scope, and estimate of probable cost for each project.

RECOMMENDATION: That the City Council:

1. Approve the attached Resolutions in support of the Program Supplements to the Cooperative Agreement totaling \$2,000,000;
2. Authorize the Mayor and City Clerk to execute the Program Supplements; and
3. Authorize the City Clerk to forward the executed Program Supplements to TCAG for approval.

- ATTACHMENTS:
1. Draft Resolution and Supplemental Agreement - Planc St Bridge
 2. Draft Resolution and Supplemental Agreement - Porter Road Bridge
 3. Draft Resolution and Supplemental Agreement - Westwood Street Bridge

Appropriated/Funded:

Review By:

Department Director:
Javier Sanchez, Engineering & Project Management Director

Final Approver: Jason Ridenour, Interim City Manager

RESOLUTION NO. _____ - 2025

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE
AFFIRMING AND APPROVING THE SUPPORT OF THE CITY COUNCIL FOR THE
PLANO STREET BRIDGE AT THE TULE RIVER REPAIR PROJECT

WHEREAS, the City of Porterville is eligible to receive 100% reimbursement for the construction costs, construction management and quality control costs totaling \$1,828,838 for required repairs to the Plano Street Bridge at the Tule River, which meets the Measure 'R' guidelines; and

WHEREAS, the Tulare County Association of Governments is requesting that the City of Porterville approve and submit a Supplemental Agreement that will allow the City to receive reimbursement for all costs incurred in Fiscal Years 2024/2025 related to the required repairs of the Plano Street Bridge at the Tule River;

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Porterville does hereby affirm and approve support of the Plano Street Bridge at the Tule River Repair Project and authorizes the Mayor and City Clerk to execute the Program Supplement and any other related documents as may be required.

PASSED, APPROVED and ADOPTED this 1st day of April, 2025.

Greg Meister, Mayor

ATTEST:
Jason Ridenour, Interim City Clerk

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

MEASURE 'R' PROGRAM SUPPLEMENT TO COOPERATIVE AGREEMENT

This Program Supplement is made and entered into on **April 1, 2025**, by and between the City of Porterville ("Sponsor") and the TULARE COUNTY ASSOCIATION OF GOVERNMENTS, acting as the Local Transportation Authority ("Authority").

This Program Supplement hereby incorporates the "Measure 'R' Cooperative Agreement" for Measure 'R' expenditures, which was entered into between the Sponsor and the Authority on May 29, 2007, and is subject to all terms and conditions thereof. This Program Supplement is executed under authority of Resolution No. ____-2025, approved by the Sponsor on April 1, 2025 (see copy attached).

Project scope and costs are incorporated herein as Exhibit "A" and agreed upon by Sponsor and Authority.

Covenants of Sponsor

- 1.1. SPONSOR agrees that it will only proceed with work authorized for specific phase(s) with a written "Authorization to Proceed" or AUTHORITY action and will not proceed with future phase(s) of this project(s) prior to receiving a written "Authorization to Proceed" or AUTHORITY action.
- 1.2. The SPONSOR will advertise, award, and administer the project(s) in accordance with SPONSOR standards.
- 1.3. Award information shall be submitted by the SPONSOR to the AUTHORITY within 60 days after the project contract award.
- 1.4. Failure to submit award information in accordance with section 1.3 will cause a delay (without interest or penalties) in AUTHORITY processing invoices for the construction phase.
- 1.5. If no costs have been invoiced for a six-month period, SPONSOR agrees to submit for each phase a written explanation of the absence of project(s) activity along with target billing date and billing amount.

IN WITNESS WHEREOF, the undersigned parties have executed this Agreement on the day and year first written above.

COUNTY OF TULARE
TRANSPORTATION AUTHORITY

CITY OF PORTERVILLE

By: _____
Authority Director

By: _____
Greg Meister, Mayor

Attest:

By: _____
Jason Riderour, Interim City Clerk

EXHIBIT "A"

Plano Street Bridge at the Tule River Repair Project

Project Scope

Required repairs to the bridge structure, supports, and street deck due to intentional undermining.

Project Costs

Project Tasks	Engineer's Estimate
Construction	\$1,524,032.00
Construction Management and Quality Control	\$152,403.00
Construction Contingency	\$152,403.00
Total Estimated Costs	\$1,828,838.00
Current Funding Sources	
Measure 'R'	\$1,828,838.00
Total Funding Available	\$1,828,838.00

Project Schedule

Project Tasks	Date
Begin Construction	April 2025
End Construction	May 2025

RESOLUTION NO. _____ - 2025

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE
AFFIRMING AND APPROVING THE SUPPORT OF THE CITY COUNCIL FOR THE
PORTER ROAD BRIDGE AT THE PORTER SLOUGH REPAIR PROJECT

WHEREAS, the City of Porterville is eligible to receive 100% reimbursement for the construction costs, construction management and quality control costs totaling \$153,240 for required repairs to the Porter Road Bridge at the Porter Slough, which meets the Measure 'R' guidelines; and

WHEREAS, the Tulare County Association of Governments is requesting that the City of Porterville approve and submit a Supplemental Agreement that will allow the City to receive reimbursement for all costs incurred in Fiscal Years 2024/2025 related to the required repairs of the Porter Road Bridge at the Porter Slough;

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Porterville does hereby affirm and approve support of the Porter Road Bridge at the Porter Slough Repair Project and authorizes the Mayor and City Clerk to execute the Program Supplement and any other related documents as may be required.

PASSED, APPROVED and ADOPTED this 1st day of April, 2025.

Greg Meister, Mayor

ATTEST:
Jason Ridenour, Interim City Clerk

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

MEASURE 'R' PROGRAM SUPPLEMENT TO COOPERATIVE AGREEMENT

This Program Supplement is made and entered into on **April 1, 2025**, by and between the City of Porterville ("Sponsor") and the TULARE COUNTY ASSOCIATION OF GOVERNMENTS, acting as the Local Transportation Authority ("Authority").

This Program Supplement hereby incorporates the "Measure 'R' Cooperative Agreement" for Measure 'R' expenditures, which was entered into between the Sponsor and the Authority on May 29, 2007, and is subject to all terms and conditions thereof. This Program Supplement is executed under authority of Resolution No. ____-2025, approved by the Sponsor on April 1, 2025 (see copy attached).

Project scope and costs are incorporated herein as Exhibit "A" and agreed upon by Sponsor and Authority.

Covenants of Sponsor

- 1.1. SPONSOR agrees that it will only proceed with work authorized for specific phase(s) with a written "Authorization to Proceed" or AUTHORITY action and will not proceed with future phase(s) of this project(s) prior to receiving a written "Authorization to Proceed" or AUTHORITY action.
- 1.2. The SPONSOR will advertise, award, and administer the project(s) in accordance with SPONSOR standards.
- 1.3. Award information shall be submitted by the SPONSOR to the AUTHORITY within 60 days after the project contract award.
- 1.4. Failure to submit award information in accordance with section 1.3 will cause a delay (without interest or penalties) in AUTHORITY processing invoices for the construction phase.
- 1.5. If no costs have been invoiced for a six-month period, SPONSOR agrees to submit for each phase a written explanation of the absence of project(s) activity along with target billing date and billing amount.

IN WITNESS WHEREOF, the undersigned parties have executed this Agreement on the day and year first written above.

COUNTY OF TULARE
TRANSPORTATION AUTHORITY

CITY OF PORTERVILLE

By: _____
Authority Director

By: _____
Greg Meister, Mayor

Attest:

By: _____
Jason Ridenour, Interim City Clerk

EXHIBIT "A"

Porter Road Bridge at the Porter Slough Repair Project

Project Scope

Required repairs to the bridge structure, supports, and street deck due to intentional undermining.

Project Costs

Project Tasks	Engineer's Estimate
Construction	\$127,000.00
Construction Management and Quality Control	\$12,700.00
Construction Contingency	\$12,700.00
Total Estimated Costs	\$153,240.00
Current Funding Sources	
Measure 'R'	\$153,240.00
Total Funding Available	\$153,240.00

Project Schedule

Project Tasks	Date
Begin Construction	April 2025
End Construction	May 2025

RESOLUTION NO. _____ - 2025

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE
AFFIRMING AND APPROVING THE SUPPORT OF THE CITY COUNCIL FOR THE
WESTWOOD STREET BRIDGE AT THE PORTER SLOUGH REPAIR PROJECT

WHEREAS, the City of Porterville is eligible to receive 100% reimbursement for the construction costs, construction management and quality control costs totaling \$17,922 for required repairs to the Westwood Street Bridge at the Porter Slough, which meets the Measure 'R' guidelines; and

WHEREAS, the Tulare County Association of Governments is requesting that the City of Porterville approve and submit a Supplemental Agreement that will allow the City to receive reimbursement for all costs incurred in Fiscal Years 2024/2025 related to the required repairs of the Westwood Street Bridge at the Porter Slough;

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Porterville does hereby affirm and approve support of the Westwood Street Bridge at the Porter Slough Repair Project and authorizes the Mayor and City Clerk to execute the Program Supplement and any other related documents as may be required.

PASSED, APPROVED and ADOPTED this 1st day of April, 2025.

Greg Meister, Mayor

ATTEST:
Jason Ridenour, Interim City Clerk

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

MEASURE 'R' PROGRAM SUPPLEMENT TO COOPERATIVE AGREEMENT

This Program Supplement is made and entered into on **April 1, 2025**, by and between the City of Porterville ("Sponsor") and the TULARE COUNTY ASSOCIATION OF GOVERNMENTS, acting as the Local Transportation Authority ("Authority").

This Program Supplement hereby incorporates the "Measure 'R' Cooperative Agreement" for Measure 'R' expenditures, which was entered into between the Sponsor and the Authority on May 29, 2007, and is subject to all terms and conditions thereof. This Program Supplement is executed under authority of Resolution No. ____-2025, approved by the Sponsor on April 1, 2025 (see copy attached).

Project scope and costs are incorporated herein as Exhibit "A" and agreed upon by Sponsor and Authority.

Covenants of Sponsor

- 1.1. SPONSOR agrees that it will only proceed with work authorized for specific phase(s) with a written "Authorization to Proceed" or AUTHORITY action and will not proceed with future phase(s) of this project(s) prior to receiving a written "Authorization to Proceed" or AUTHORITY action.
- 1.2. The SPONSOR will advertise, award, and administer the project(s) in accordance with SPONSOR standards.
- 1.3. Award information shall be submitted by the SPONSOR to the AUTHORITY within 60 days after the project contract award.
- 1.4. Failure to submit award information in accordance with section 1.3 will cause a delay (without interest or penalties) in AUTHORITY processing invoices for the construction phase.
- 1.5. If no costs have been invoiced for a six-month period, SPONSOR agrees to submit for each phase a written explanation of the absence of project(s) activity along with target billing date and billing amount.

IN WITNESS WHEREOF, the undersigned parties have executed this Agreement on the day and year first written above.

COUNTY OF TULARE
TRANSPORTATION AUTHORITY

CITY OF PORTERVILLE

By: _____
Authority Director

By: _____
Greg Meister, Mayor

Attest:

By: _____
Jason Ridenour, Interim City Clerk

EXHIBIT "A"

Westwood Street Bridge at the Porter Slough Repair Project

Project Scope

Required repairs to the bridge guard rail, and related supports and connections to the bridge deck due to vehicular damage.

Project Costs

Project Tasks	Engineer's Estimate
Construction	\$14,935.00
Construction Management and Quality Control	\$1,493.50
Construction Contingency	\$1,493.50
Total Estimated Costs	\$17,922.00
Current Funding Sources	
Measure 'R'	\$17,922.00
Total Funding Available	\$17,922.00

Project Schedule

Project Tasks	Date
Begin Construction	April 2025
End Construction	May 2025



CITY COUNCIL AGENDA – APRIL 1, 2025

SUBJECT: Authorization to Repair Porter Road Bridge

SOURCE: Engineering and Project Management

COMMENT: On February 26, 2025, the Porter Road Bridge crossing the Porter Slough had to be closed to all traffic due to safety concerns resulting from undermining damage to the area. The City Engineer, along with staff from the Engineering and Public Works departments, evaluated the area in order to determine the best course of action for the repairs to be completed and the road to be reopened to the public expeditiously. Due to the need to make repairs as quickly as possible to prevent further deterioration and to allow traffic to resume in the area, staff sought bids from multiple contractors that are either from the area or currently working in the area. The results are as follows:

<u>Company</u>	<u>Total</u>
Romanazzi General Engineering	\$127,700
Greg Bartlett Construction, Inc	\$133,550
99 Pipeline, Inc	\$141,327
MAC General Engineering, Inc	\$191,420
Yarbs Grading and Paving, Inc	\$196,100
Dawson-Mauldin, LLC	\$235,900
Granite Construction, Inc	\$340,000
American Paving Co.	\$546,900

Romanazzi General Engineering was the lowest responsive bidder. Additionally, they are available immediately to begin the process of making the needed repairs to the Porter Street Bridge. An additional \$12,770 is necessary for construction contingency (10%) and \$12,770 is required for construction management, surveying, quality control and inspection services (10%), for a total construction cost of \$153,240. The total cost of the project will be funded by Measure R - Regional.

RECOMMENDATION: That the City Council:
1. Direct the Finance Director to initiate a purchase order to Romanazzi General Engineering in the amount of \$127,700;

2. Authorize progress payments up to one hundred percent (100%) of the contract amount;
3. Authorize a ten percent (10%) contingency to cover unforeseen costs; and
4. Authorize an additional ten percent (10%) for construction management, surveying, quality control and inspection services.

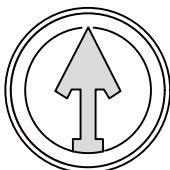
ATTACHMENTS: 1. Locator Map

Appropriated/Funded:

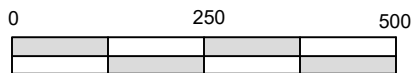
Review By:

Department Director:
Javier Sanchez, Engineering & Project Management Director

Final Approver: Jason Ridenour, Interim City Manager



NORTH



SCALE: 1" = 250'

CITY OF PORTERVILLE
ENGINEERING DIVISION

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

**BRIDGE EMERGENCY REPAIR
LOCATOR MAP**

DRAWN BY	VV
CHECKED BY	
SCALE	1" = 250'
DATE	3/25/2025

SHEET
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OF
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CITY COUNCIL AGENDA – APRIL 1, 2025

SUBJECT: Authorization to Repair Westwood Street Bridge at the Porter Slough

SOURCE: Engineering and Project Management

COMMENT: Staff received notice that the guard rail for the Westwood Street Bridge at the Porter Slough crossing had been severely damaged by a motor vehicle. After an evaluation by the City Engineer, it was determined that the situation warranted repairs to be completed as quickly as possible to help safeguard the public traveling in the area. Staff sought bids from multiple contractors that are either from the area or currently working in the area. The results are as follows:

<u>Company</u>	<u>Total</u>
Steelex Industrial	\$14,935
Romanazzi General Engineering	\$19,000
99 Pipeline, Inc	\$24,206
Advanced Concrete, Inc	No Response
Greg Bartlett Construction, Inc	No Response

Steelex was the lowest responsive bidder. Additionally, they are available immediately to begin the process of making the needed repairs. An additional \$1,493.50 is necessary for construction contingency (10%) and \$1,493.50 is required for construction management, surveying, quality control and inspection services (10%), equating to a total construction cost of \$17,922. The total cost of the project will be funded by Measure R - Regional.

RECOMMENDATION: That the City Council:

1. Direct the Finance Director to initiate a purchase order to Steelex Industrial in the amount of \$14,935;
2. Authorize progress payments up to one hundred percent (100%) of the contract amount;
3. Authorize a ten percent (10%) contingency to cover unforeseen costs; and
4. Authorize an additional ten percent (10%) for construction management, surveying, quality control and inspection services.

ATTACHMENTS: 1. Locator Map

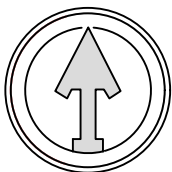
Appropriated/Funded:

Review By:

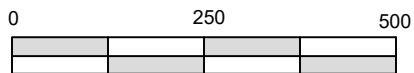
Department Director:

Javier Sanchez, Engineering & Project Management Director

Final Approver: Jason Ridenour, Interim City Manager



NORTH



SCALE: 1" = 250'

CITY OF PORTERVILLE
ENGINEERING DIVISION

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

WESTWOOD BRIDGE REPAIR
LOCATOR MAP

DRAWN BY	VV
CHECKED BY	
SCALE	1" = 250'
DATE	3/25/2025

SHEET
1
OF
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CITY COUNCIL AGENDA – APRIL 1, 2025

SUBJECT: Authorization to Advertise for Bids - Fourth Street Water Replacement Project

SOURCE: Engineering and Project Management

COMMENT: The Plans and Project Manual have been prepared for the Fourth Street Water Improvement Project, located on Fourth Street from Morton Avenue to Henderson Avenue. The project will replace the existing undersized water main and water laterals in the area and will provide a fire connection to the community center project that will allow the fire system for the project to be on a loop as required by the Fire Code.

The Engineer's Estimate of Probable Cost for the project is \$862,697. An additional \$86,269 is necessary for construction contingency (10%) and \$86,269 is required for construction management, surveying, materials testing, and quality control (10%), equating to a total construction cost of \$1,035,235.

Funding for this project in the amount of \$400,000 in the Water Replacement Fund (WRF) has been approved in the 2024/2025 Fiscal Year budget. Additional funding in the amount of \$635,235 is available from the WRF to fully fund the project.

RECOMMENDATION: That the City Council:

1. Authorize staff to advertise for bids on the project;
2. Authorize an appropriation of Water Replacement funds in the amount of \$635,235;
3. Authorize the City Engineer to negotiate construction surveying services with one of the firms as approved by Council MO #04-041922; and
4. Authorize the City Engineer to negotiate materials testing services with one of the firms as approved by Council MO#09-081523.

ATTACHMENTS:

1. Locator Map
2. Engineer's Estimate of Probable Cost

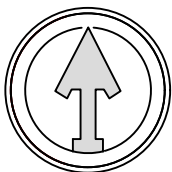
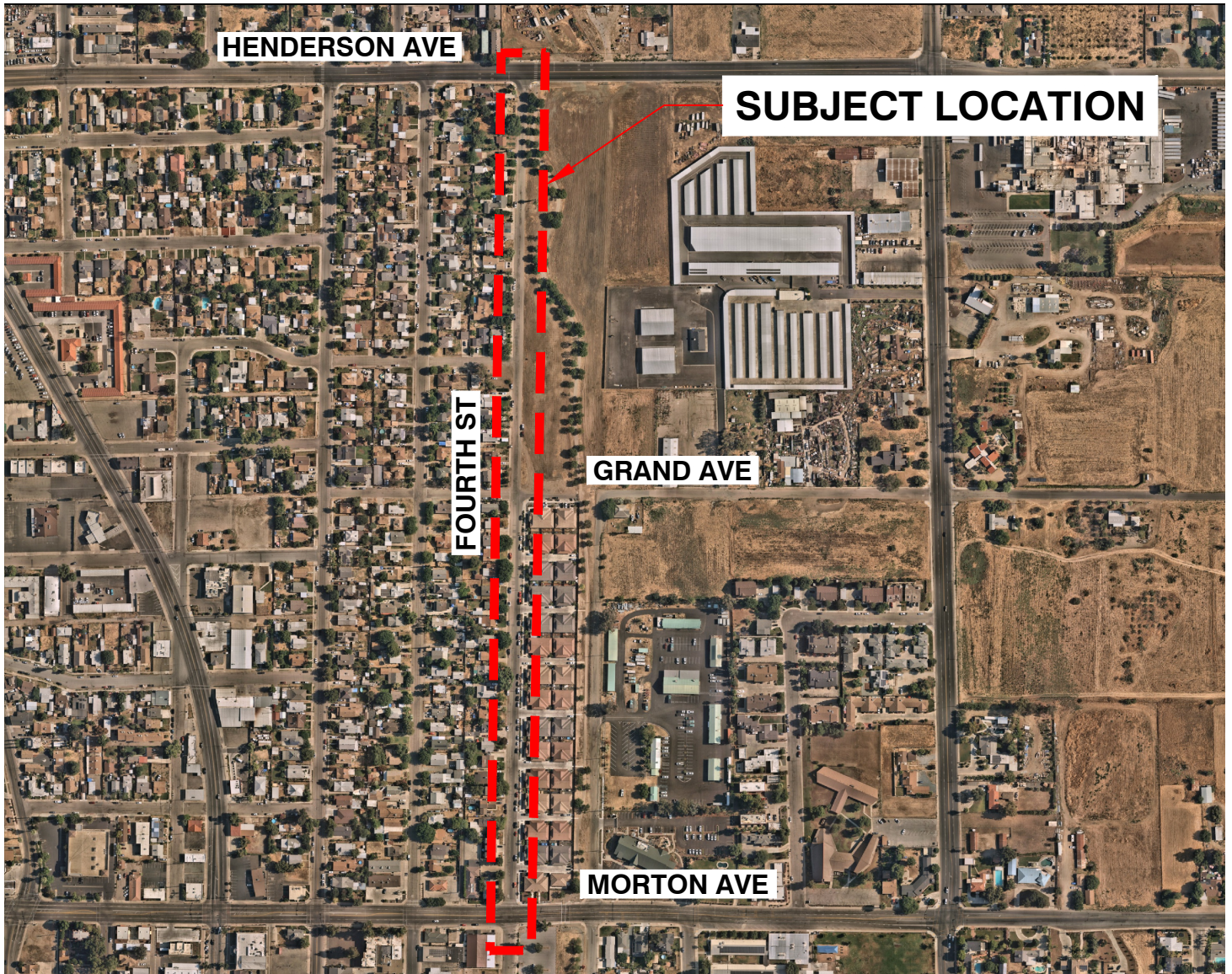
Appropriated/Funded:

Review By:

Department Director:

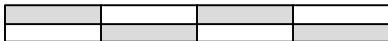
Javier Sanchez, Engineering & Project Management Director

Final Approver: Jason Ridenour, Interim City Manager



NORTH

0 500 1000



SCALE: 1" = 500'

CITY OF PORTERVILLE
ENGINEERING DIVISION

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

**FOURTH STREET WATER
REPLACEMENT PROJECT
LOCATOR MAP**

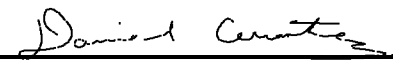
DRAWN BY	VV
CHECKED BY	
SCALE	1" = 500'
DATE	3/24/2025

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City of Porterville
Fourth Street Water Design Project

PROJECT: Fourth Street Water Replacement Project

Base Bid					
ITEM NO	ITEM	ITEM QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
1	Mobilization, Demobilization, Bonds, and Insurance	1	LS	\$27,500.00	\$27,500.00
2	Dust Control & Project Site Maintenance	1	LS	\$11,000.00	\$11,000.00
3	Furnish and Implement Traffic Control System	1	LS	\$27,500.00	\$27,500.00
4	Construction Notification Sign	2	EA	\$3,300.00	\$6,600.00
5	Furnish Utility Locating	1	LS	\$11,000.00	\$11,000.00
6	Miscellaneous Facilities and Operations	1	LS	\$22,000.00	\$22,000.00
7	Remove and Dispose of Existing Water Pipe, Valve Risers, Boxes, and Lids	1	LS	\$16,500.00	\$16,500.00
8	Adjust Gate Valve Wells and Covers to Final Grade	19	EA	\$1,650.00	\$31,350.00
9	Remove Exist. Water Service and Install new 1" Water Service Assembly	39	EA	\$3,520.00	\$137,280.00
10	Install multiple unit meter service per City Standard W-5	12	EA	\$1,100.00	\$13,200.00
11	Install 2" Water Service CTS	41	LF	\$55.00	\$2,255.00
12	Install 8" DR-14 Pipe	2682	LF	\$176.00	\$472,032.00
13	Install 4" Gate Valve	2	EA	\$2,200.00	\$4,400.00
14	Install 8" Gate Valve	8	EA	\$2,310.00	\$18,480.00
15	Install 10" Gate Valve	2	EA	\$3,300.00	\$6,600.00
16	Install Fire Hydrant Assembly	4	EA	\$12,100.00	\$48,400.00
17	Connect Existing Fire Hydrant to Proposed 8" Water Main	2	EA	\$3,300.00	\$6,600.00
TOTAL BID					\$862,697.00
Project Total				\$862,697.00	


City Engineer


Engineering & Project Management Director





CITY COUNCIL AGENDA – APRIL 1, 2025

SUBJECT: Authorization to Advertise for Bids - Pavement Preservation Project

SOURCE: Engineering and Project Management

COMMENT: The Plans and Project Manual have been prepared for the Pavement Preservation Project located on Date Avenue from Main Street to Orange Avenue, Date Avenue from Plano Street to Park Street, Orange Avenue from Main Street to Plano Street, Lime Street from Henderson Avenue to just north of Sandra Court, North Grand Avenue from just west of W. North Grand Avenue to Highway 65, and Henderson Avenue from Indiana Street to Jaye Street (a total of approximately 8.44 lane miles). The project will include various types of pavement treatments that will both improve the quality of the road surface and extend its life. Streets selected for fog seal will help to ensure that moisture does not permeate the pavement surface, which would speed up the deterioration of the pavement section. Slurry sealing is a similar process to fog sealing but is a thicker application and more appropriate for streets with more or larger cracks in the surface.

The Engineer's Estimate of Probable cost for the project is \$877,513.40. An additional \$87,751 is necessary for construction contingency (10%), and \$87,751 is required for construction management, surveying, materials testing, and quality control (10%), equating to a total construction cost of \$1,053,015.40.

Funding for this project is available in Measure R Local Funds as approved in the 2024/2025 Fiscal Year Budget.

RECOMMENDATION: That the City Council:

1. Authorize staff to advertise for bids on the project;
2. Authorize the City Engineer to negotiate construction surveying services with one of the firms as approved by Council MO #04-041922; and
3. Authorize the City Engineer to negotiate materials testing services with one of the firms as approved by Council MO#09-081523.

ATTACHMENTS:

1. Locator Map
2. Engineer's Estimate of Probable Cost

Appropriated/Funded:

Review By:

Department Director:
Javier Sanchez, Engineering & Project Management Director

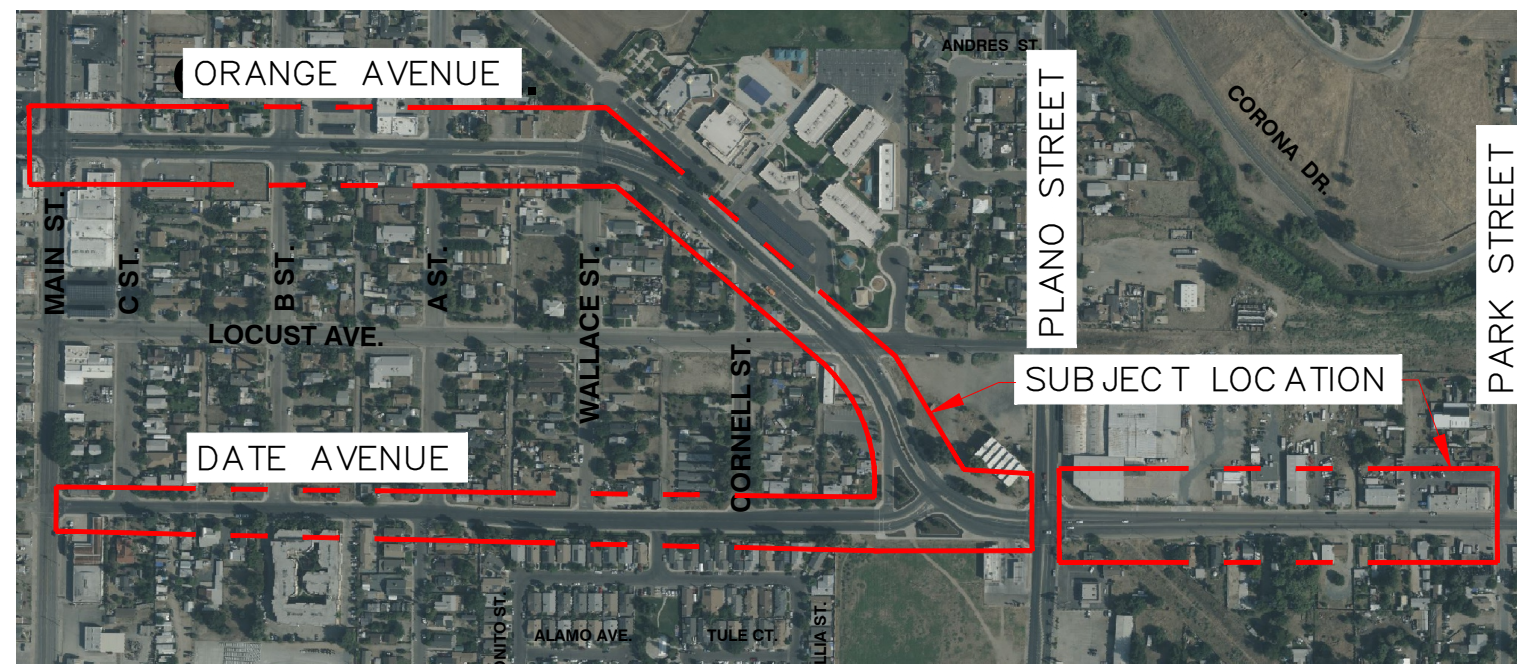
Final Approver: Jason Ridenour, Interim City Manager



HENDERSON AVENUE, LIME STREET



ORANGE AVENUE, DATE AVENUE



City of Porterville

Date Avenue, Orange Avenue, Lime Street, North Grand Avenue, Henderson Avenue

Pavement Preservation Project

Bid Part A - Date Avenue (Main St to Orange Ave) Type II Slurry					
ITEM NO	ITEM	EST. QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
A1	Mobilization, Demobilization and Cleanup	1	LS	\$27,500.00	\$27,500.00
A2	Dust Control & Project Site Maintenance Per Specifications (Strictly Enforced)	1	LS	\$11,000.00	\$11,000.00
A3	Furnish and implement Traffic Control Plan (Maintaining Traffic) (Traffic Control)	1	LS	\$27,500.00	\$27,500.00
A4	Removal of Pavement Markers	1	LS	\$1,320.00	\$1,320.00
A5	Type II Slurry, including site preparations per the guidelines set forth in the project specifications	9630	SY	\$2.42	\$23,304.60
A6	Adjust existing Sewer Manhole Frame & Cover to finish grade per City Standard S-4, S-5	7	EA	\$1,540.00	\$10,780.00
A7	Adjust existing Storm Manhole Frame & Cover to finish grade per City Standard S-4, S-5	5	EA	\$1,540.00	\$7,700.00
A8	Adjust existing Water Valve frame & cover to finish grade per City Standard W-7.1	16	EA	\$825.00	\$13,200.00
A9	Traffic Striping and Marking	1	LS	\$6,600.00	\$6,600.00
TOTAL BID PART A					\$128,904.60

Bid Part B - Date Avenue (Plano St to Park St) Type II Slurry					
ITEM NO	ITEM	EST. QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
B1	Mobilization, Demobilization and Cleanup	1	LS	\$27,500.00	\$27,500.00
B2	Dust Control & Project Site Maintenance Per Specifications (Strictly Enforced)	1	LS	\$11,000.00	\$11,000.00
B3	Furnish and implement Traffic Control Plan (Maintaining Traffic) (Traffic Control)	1	LS	\$27,500.00	\$27,500.00
B4	Type II Slurry, including site preparations per the guidelines set forth in the project specifications	5308	SY	\$2.42	\$12,845.36
B5	Adjust existing Sewer Manhole Frame & Cover to finish grade per City Standard S-4, S-5	4	EA	\$1,540.00	\$6,160.00
B6	Adjust existing Storm Manhole Frame & Cover to finish grade per City Standard S-4, S-5	1	EA	\$1,540.00	\$1,540.00
B7	Adjust existing Water Valve frame & cover to finish grade per City Standard W-7.1	3	EA	\$825.00	\$2,475.00
B8	Traffic Striping and Marking	1	LS	\$5,500.00	\$5,500.00
TOTAL BID PART B					\$94,520.36

Bid Part C - Orange Avenue (Main St to Plano St) Fog seal					
ITEM NO	ITEM	EST. QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
C1	Mobilization, Demobilization and Cleanup	1	LS	\$27,500.00	\$27,500.00
C2	Dust Control & Project Site Maintenance Per Specifications (Strictly Enforced)	1	LS	\$11,000.00	\$11,000.00
C3	Furnish and implement Traffic Control Plan (Maintaining Traffic) (Traffic Control)	1	LS	\$27,500.00	\$27,500.00
C4	Removal of Pavement Markers	1	LS	\$3,300.00	\$3,300.00

City of Porterville

Date Avenue, Orange Avenue, Lime Street, North Grand Avenue, Henderson Avenue

C5	Fog Seal, including site preparations per the guidelines set forth in the project specifications	23405	SY	\$0.69	\$16,090.94
C6	Traffic Striping and Marking	1	LS	\$16,500.00	\$16,500.00
TOTAL BID PART C			\$101,890.94		

Bid Part D - Lime Street (Henderson Avenue - Sta. 27+61) Type II Slurry					
ITEM NO	ITEM	EST. QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
D1	Mobilization, Demobilization and Cleanup	1	LS	\$27,500.00	\$27,500.00
D2	Dust Control & Project Site Maintenance Per Specifications (Strictly Enforced)	1	LS	\$11,000.00	\$11,000.00
D3	Furnish and implement Traffic Control Plan (Maintaining Traffic) (Traffic Control)	1	LS	\$27,500.00	\$27,500.00
D4	Type II Slurry, including site preparations per the guidelines set forth in the project specifications	7341	SY	\$2.42	\$17,765.22
D5	Adjust existing Sewer Manhole Frame & Cover to finish grade per City Standard S-4, S-5	11	EA	\$1,540.00	\$16,940.00
D6	Adjust existing Storm Manhole Frame & Cover to finish grade per City Standard S-4, S-5	1	EA	\$1,540.00	\$1,540.00
D7	Adjust existing Survey Monument Encasement to finish grade per city M-1	6	EA	\$770.00	\$4,620.00
D8	Adjust existing Water Valve frame & cover to finish grade per City Standard W-7.1	16	EA	\$825.00	\$13,200.00
D9	Traffic Striping and Marking	1	LS	\$11,000.00	\$11,000.00
TOTAL BID PART D			\$131,065.22		

Bid Part E - North Grand Avenue (Sta. 13+17 to Main street) Type II Slurry and Replace					
ITEM NO	ITEM	EST. QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
E1	Mobilization, Demobilization and Cleanup	1	LS	\$27,500.00	\$27,500.00
E2	Dust Control & Project Site Maintenance Per Specifications (Strictly Enforced)	1	LS	\$11,000.00	\$11,000.00
E3	Furnish and implement Traffic Control Plan (Maintaining Traffic) (Traffic Control)	1	LS	\$27,500.00	\$27,500.00
E4	Removal of Pavement Markers	1	LS	\$3,300.00	\$3,300.00
E5	Grind & Remove full Asphalt Concrete Depth (2 1/2")	2727	SY	\$11.00	\$29,997.00
E6	Install 2 1/2" 1/2" PG 64-28PM Asphaltic Concrete, compact existing CL2 AB to 95% relative compaction	435	TONS	\$176.00	\$76,560.00
E7	Type II Slurry, including site preparations per the guidelines set forth in the project specifications	23052	SY	\$2.42	\$55,785.84
E8	Adjust existing Sewer Manhole Frame & Cover to finish grade per City Standard S-4, S-5	19	EA	\$1,540.00	\$29,260.00
E9	Adjust existing Storm Manhole Frame & Cover to finish grade per City Standard S-4, S-5	14	EA	\$1,540.00	\$21,560.00
E10	Adjust existing Survey Monument Encasement to finish grade per city M-1	5	EA	\$770.00	\$3,850.00
E11	Adjust existing Water Valve frame & cover to finish grade per City Standard W-7.1	29	EA	\$825.00	\$23,925.00

City of Porterville

Date Avenue, Orange Avenue, Lime Street, North Grand Avenue, Henderson Avenue

E12	Traffic Striping and Marking	1	LS	\$16,500.00	\$16,500.00
TOTAL BID PART E					\$326,737.84

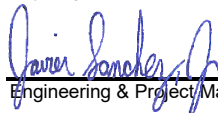
Bid Part F - Henderson Avenue (Indiana St to Jaye St) Fog seal

ITEM NO	ITEM	EST. QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
F1	Mobilization, Demobilization and Cleanup	1	LS	\$27,500.00	\$27,500.00
F2	Dust Control & Project Site Maintenance Per Specifications (Strictly Enforced)	1	LS	\$11,000.00	\$11,000.00
F3	Furnish and implement Traffic Control Plan (Maintaining Traffic) (Traffic Control)	1	LS	\$27,500.00	\$27,500.00
F4	Removal of Pavement Markers	1	LS	\$2,530.00	\$2,530.00
F5	Fog Seal, including site preparations per the guidelines set forth in the project specifications	19221	SY	\$0.69	\$13,214.44
F6	Traffic Striping and Marking	1	LS	\$12,650.00	\$12,650.00
TOTAL BID PART F					\$94,394.44

Project Total Part A + Part B + Part C + Part D + Part E + Part F	\$877,513.40
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City Engineer



Engineering & Project Management Director





CITY COUNCIL AGENDA – APRIL 1, 2025

SUBJECT: Authorization to Distribute a Request for Proposals (RFP) for the Transit Center Renovation Project

SOURCE: Public Works

COMMENT: The City of Porterville Transit Center, located at 61 W. Oak Avenue, was constructed in 2003 and has not undergone any major renovations since its original construction. After more than 20 years of service, the facility has experienced visible wear and deterioration. Improvements are now necessary to maintain safety, enhance functionality, and improve the overall appearance of the facility for the public and staff.

The proposed renovation project will include:

- Interior and exterior painting
- Repair of exterior stucco
- Replacement of laminated flooring in designated areas

These improvements are expected to enhance the customer experience, reduce ongoing maintenance needs, and extend the useful life of the facility.

To implement the project, staff has prepared a detailed Scope of Work and will issue a formal Request for Proposals (RFP) to solicit qualified contractors to perform the work.

The City intends to award the contract based on a best value approach, which considers both price and qualitative factors to ensure the most advantageous outcome. In addition to cost, the evaluation of proposals will include qualitative considerations such as:

- Experience with similar facility renovation projects
- Proposed project schedule and ability to meet timelines
- Quality and durability of proposed materials and workmanship
- Staffing plan and qualifications of proposed personnel
- Approach to site management and minimizing disruption to Transit Center operations

This best-value evaluation methodology ensures that the selected proposer not only meets budgetary requirements, but also provides a high standard of work aligned with the City's operational needs and long-term maintenance goals.

Funding for this project will be provided through the 2024-25 California State of Good Repair (SGR) Program, which will cover 80% of the total project cost, or \$113,600. The remaining 20% local match, or \$28,400, will be funded through Local Transportation Funds (LTF), which is identified in the approved Transportation Budget and Program of Projects.

Staff will return to the City Council with a recommendation for award to the proposer offering the most advantageous combination of price and qualitative considerations.

RECOMMENDATION: That the City Council authorize staff to distribute a Request for Proposals (RFP) for the Transit Center Renovation Project.

ATTACHMENTS: 1. Draft RFP

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. 24/25-SRXXXX
TRANSIT CENTER RENOVATION**



April 1, 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. 24/25-SRXXXX
TRANSIT CENTER RENOVATION**

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 Transit Center Renovation. **Proposals must be submitted through the Public Purchase website.**

A mandatory site visit, April 17, 2025 at 10:00 am, IS 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:

April 8, 2025

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Exhibit B – Sample General Services Agreement	72

Section I - Instructions

RFP/Agreement Schedule

Event	Date of Event
RFP Available to the public	April 8, 2025
Required Site Tour	April 17, 2025 @ 10:00 am
Deadline to submit questions	April 24, 2025
Proposal submittal deadline @ 2:00 pm PST	May 8, 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 20, 2025
Contract Begins	June 1, 2025

City's Vendor Self-Registration and Notification

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

Background

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

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

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

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

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

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

Preparation of Offer

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

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

Exceptions

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

Communications to City

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

Addenda

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

Business in California

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

Licenses

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

Certification

By signing the Proposal, proposer certifies:

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

Minimum Qualifications

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

Certificates of Insurance

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

Award of Contract

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

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

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

Solicitation Transparency Policy

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

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

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

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

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

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

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

Protest Process

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

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

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

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

Public Record

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

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

Right to Disqualify

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

Late Proposals

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

Pre-Bid Meeting

A mandatory site visit, April 17, 2025 at 10:00 am, IS 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 (“Indemnitee”) 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 Indemnitee 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 Indemnitee accrues immediately at the time a claim is threatened or a claim is made against Indemnitee, whichever is first. Indemnitor’s duty to defend exists regardless of whether Indemnitor is ultimately found liable. Indemnitor must indemnify Indemnitee from and against any and all Losses, except where it is proven that those Losses are solely a result of Indemnitee’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 Indemnitee 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.**

Project Location:

City of Porterville Transit Center
61 W. Oak Ave
Porterville, CA 93257

Project Overview:

The City of Porterville Transit Center was constructed in 2003 and has not undergone any major renovations since its original construction. As a result, various components of the facility have experienced wear and deterioration over time. To enhance the customer experience, improve aesthetics, and preserve the structural integrity of the facility, the City is initiating a renovation project focused on essential repairs and upgrades.

This project is funded through the California State of Good Repair (SGR) Program and has an approved budget of \$142,000. The renovation will include interior and exterior painting, stucco repairs, and replacement of laminated flooring throughout designated areas of the Transit Center.

Scope of Work (SOW)

1. Interior Painting:

- Prepare all interior wall, ceiling, door, and trim surfaces for painting, including patching holes, caulking, sanding, and cleaning as necessary.
- Apply appropriate primer and two coats of high-quality, low-VOC interior paint.
- Paint colors and finishes to be selected and approved by the City prior to application.

2. Exterior Painting:

- Pressure wash all exterior painted surfaces to remove dirt, mildew, and flaking paint.
- Prepare surfaces for painting, including sanding, patching, and minor repairs as needed.
- Apply exterior-grade primer and two coats of weather-resistant, UV-protected paint.
- Final paint colors and finishes to be approved by the City.

3. Stucco Repairs:

- Inspect the facility's exterior stucco for cracks, deterioration, or damaged areas.
- Repair all identified damage using materials that match the existing stucco texture and finish.
- Ensure all patched areas are flush, sealed, and ready for painting.

4. Flooring Replacement:

- Remove and properly dispose of existing laminated flooring and associated baseboards in all identified areas.
- Prepare subfloor as needed to ensure a smooth and level installation surface.
- Supply and install new commercial-grade laminated or vinyl plank flooring, selected for durability and ease of maintenance.
- Install new coordinating baseboards and transition strips as necessary.

General Requirements:

- Contractor shall be responsible for securing all necessary permits.
- All work shall comply with applicable local, state, and federal building codes and regulations.
- Contractor shall maintain a clean, safe work environment throughout the duration of the project.
- Contractor shall coordinate work with City staff to minimize disruption to Transit Center operations.
- Work areas must be cleaned and cleared of debris daily.
- All materials and workmanship shall be warranted for a period specified in the contract agreement.

Deliverables:

- Project work schedule, including anticipated start and completion dates.
- Product samples, color options, and finish selections for City review and approval.
- Final inspection and punch list walkthrough with City staff.

Evaluation Criteria

Type	Points
Relevant Experience	30
Project Schedule	20
Materials & Workmanship	20
Cost Proposal	30

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 XXXXX Project (Project); and
- B. On February 25, 2025, the City issued a Request for Proposals (RFP) for the XXXXXX (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. _____-2025 approved by the Porterville City Council on _____, 2025.

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

By: Greg Meister

Title: Mayor

Date: _____

Signature: _____

Contractor

By: _____

Title: _____

Date: _____

Federal Employer Tax ID No. _____

Signature: _____

Attest:

Jason Ridenour, Interim City Clerk

Approved as to form:

Julia M. Lew, City Attorney

Exhibits:

- A. RFP No. 24/25-SRXXXX
- B. Contractor Proposal
- C. Compensation



CITY COUNCIL AGENDA – APRIL 1, 2025

SUBJECT: Amendment to Consultant Services Contract - Baseball Field Design Project

SOURCE: Engineering and Project Management

COMMENT: At its meeting on December 19, 2023, the City Council authorized the execution of a consultant agreement with QK, Inc. for the design of a new lighted baseball field on the southeast portion of the Sports Complex. Since then, the desire has been expressed to see an additional baseball field as well as the development of the Sports Complex as a regional destination. The Parks Master Plan defined a list of future projects for the Sports Complex and recommended that a master plan layout of the improvements be designed to help ensure the function and fluidity of said improvements. Staff reached out to QK, Inc. for a quote to amend their current contract designing the baseball field since they are actively under contract and intimately familiar with the area.

Staff is seeking an amendment to the QK, Inc. service agreement for the design of a second baseball field and the design of a master plan layout for the Sports Complex as defined by the Parks Master Plan. The cost of the additional design services for the second baseball field is \$89,250 and the cost of the design of the master plan layout for the Sports Complex is \$15,900 for a total amendment cost of \$105,150. The funding available for the additional design work includes \$89,250 from federal American Rescue Plan Act (ARPA) funds and \$15,900 from Measure I.

RECOMMENDATION: That the City Council:

1. Authorize the Engineering & Project Management Director to execute Addendum No. 1 to the QK, Inc Service Agreement at an agreed upon fee of \$89,250 for the design of the second baseball field;
2. Authorize the Engineering & Project Management Director to execute Addendum No. 2 to the QK, Inc Service Agreement at an agreed upon fee of \$15,900 for the design of the Sports Complex master plan layout of the improvements defined by the Parks Master Plan;

3. Authorize an appropriation of \$89,250 from federal American Rescue Plan Act (ARPA) funds;
4. Authorize an appropriation of \$15,900 from Measure I; and
5. Authorize progress payments up to one hundred percent (100%) of the contract amount.

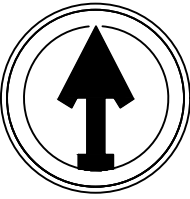
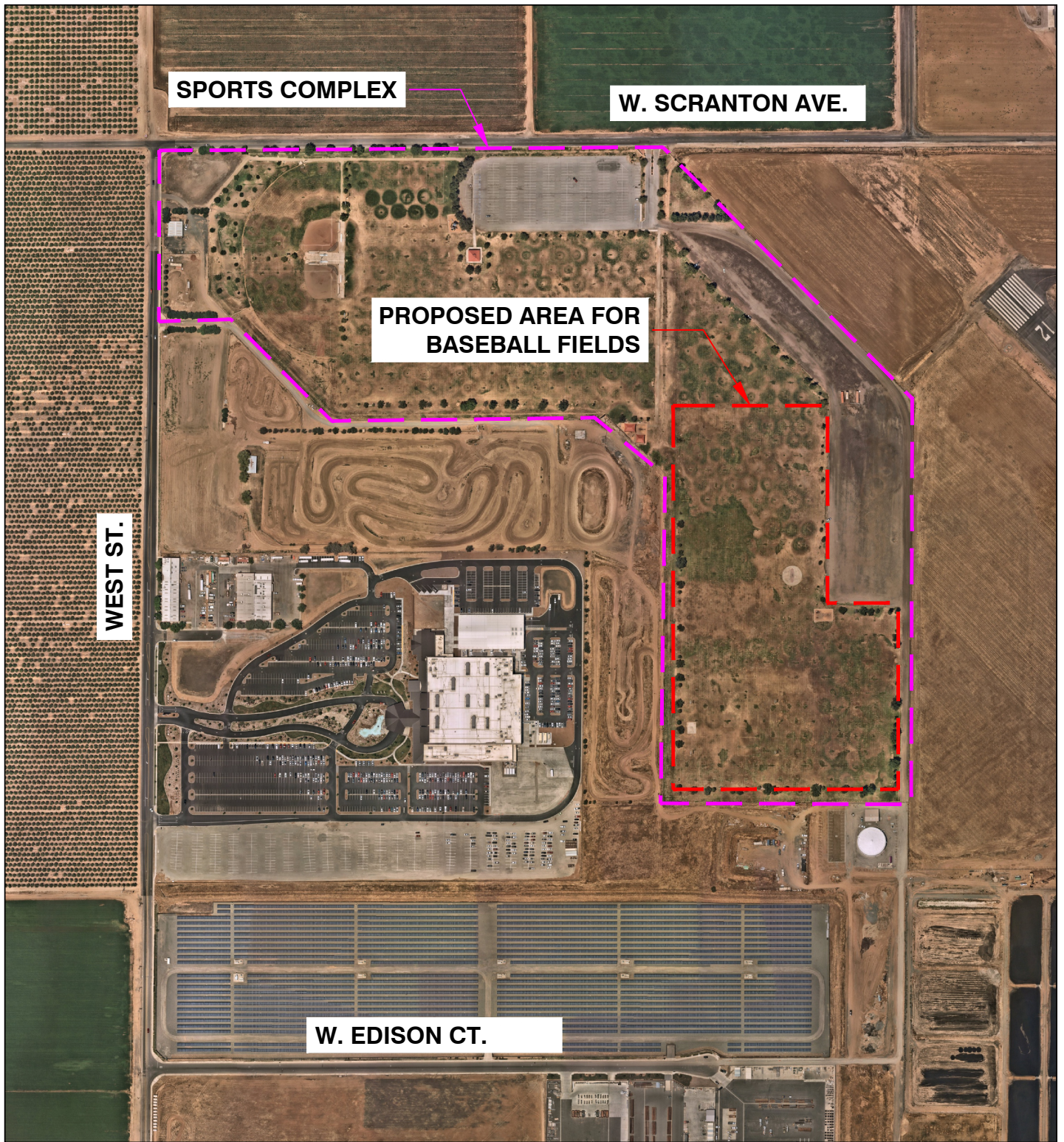
ATTACHMENTS: 1. Locator Map

Appropriated/Funded:

Review By:

Department Director:
Javier Sanchez, Engineering & Project Management Director

Final Approver: Jason Ridenour, Interim City Manager



NORTH

0 500'



SCALE: 1"=500'

CITY OF PORTERVILLE
ENGINEERING DIVISION

291 NORTH MAIN STREET
PORTERVILLE, CA. 93257
(559) 782-7462

PORTERVILLE SPORTS COMPLEX
PROPOSED BASEBALL FIELDS

DRAWN BY	JG
CHECKED BY	SW
SCALE	1" = 500'
DATE	03/26/2025

SHEET
1
OF
1



CITY COUNCIL AGENDA – APRIL 1, 2025

SUBJECT: Consent to Sublet - Lot No. 32C at the Porterville Municipal Airport

SOURCE: Public Works

COMMENT: Michael Quatacker and Debbie Quatacker are the current leaseholders of Lot No. 32C at the Porterville Municipal Airport. Section 25 of the Lease Agreement states that the lessee shall not sublet the premises without prior written consent of the City. Debbie Quatacker is therefore requesting approval to sublet their hangar on Lot No. 32C to Adryel Levis, for a two-year term, commencing on March 1, 2025 and expiring on February 28, 2027. The hangar will be utilized for the storage and maintenance of an aircraft.

RECOMMENDATION: That the City Council:

1. Authorize the Lessee, Michael Quatacker and Debbie Quatacker, to sublet airport hangar on Lot No. 32C at the Porterville Municipal Airport to Adryel Levis commencing on March 1, 2025 and expiring on February 28, 2027; and
2. Authorize the Mayor to sign the City's Consent to Sublet Airport Hangar Lot No. 32C on behalf of the City.

ATTACHMENTS:

1. Draft Lessor's Consent to Sublet
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

**LESSOR'S CONSENT TO SUBLET
AIRPORT HANGAR LOT NO. 32C
AT THE PORTERVILLE MUNICIPAL AIRPORT**

The City of Porterville, a municipal corporation of the State of California, being the Landlord under the Master Lease for Airport Hangar Lot No. 32C, hereby consents to the request dated March 10, 2025, made by the Lessee, Mike Quatacker and Debbie Quatacker, to sublet said airport hangar lot 32C to Adryel Levis, for a term of two-years, commencing on March 1, 2025 and expiring on February 28, 2027, for the storage and maintenance of aircraft. Provided however, that there shall be no further subletting without the prior written consent of the Landlord.

Dated this 1st day of April, 2025.

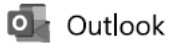
CITY OF PORTERVILLE
"LESSOR"

BY: _____
Greg Meister
MAYOR, CITY OF PORTERVILLE

ATTEST: _____
Jason Ridenour, INTERIM CITY CLERK

APPROVED AS TO FORM:

BY: _____
Julia Lew, City Attorney



Re: Sublet approval Lot 34F

From Debbie Quatacker [REDACTED]
Date Mon 3/10/2025 10:30 AM
To Janie Rodriguez <jrodriguez@ci.porterville.ca.us>; Richard Tree <rtree@ci.porterville.ca.us>

Caution! This message was sent from outside your organization.

[Block sender](#)

Good morning Janie. I have signed documents now for two hangar sublets. Information is as follows:

Hangar 34E - Tenants - Angel and Lorena Leon [REDACTED]
[REDACTED]

Term is month to month; Tenants are using the hangar for the construction and storage of a RV-8 aircraft
No N number has been assigned

Hangar 32-C - Tenant -Adryel Levis [REDACTED]
[REDACTED]

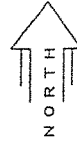
Term is two (2)-year lease; Tenant is using the hangar for the storage and maintenance of a BE36 Bonanza
N18459

Kindly advise should you require any further information or documentation.

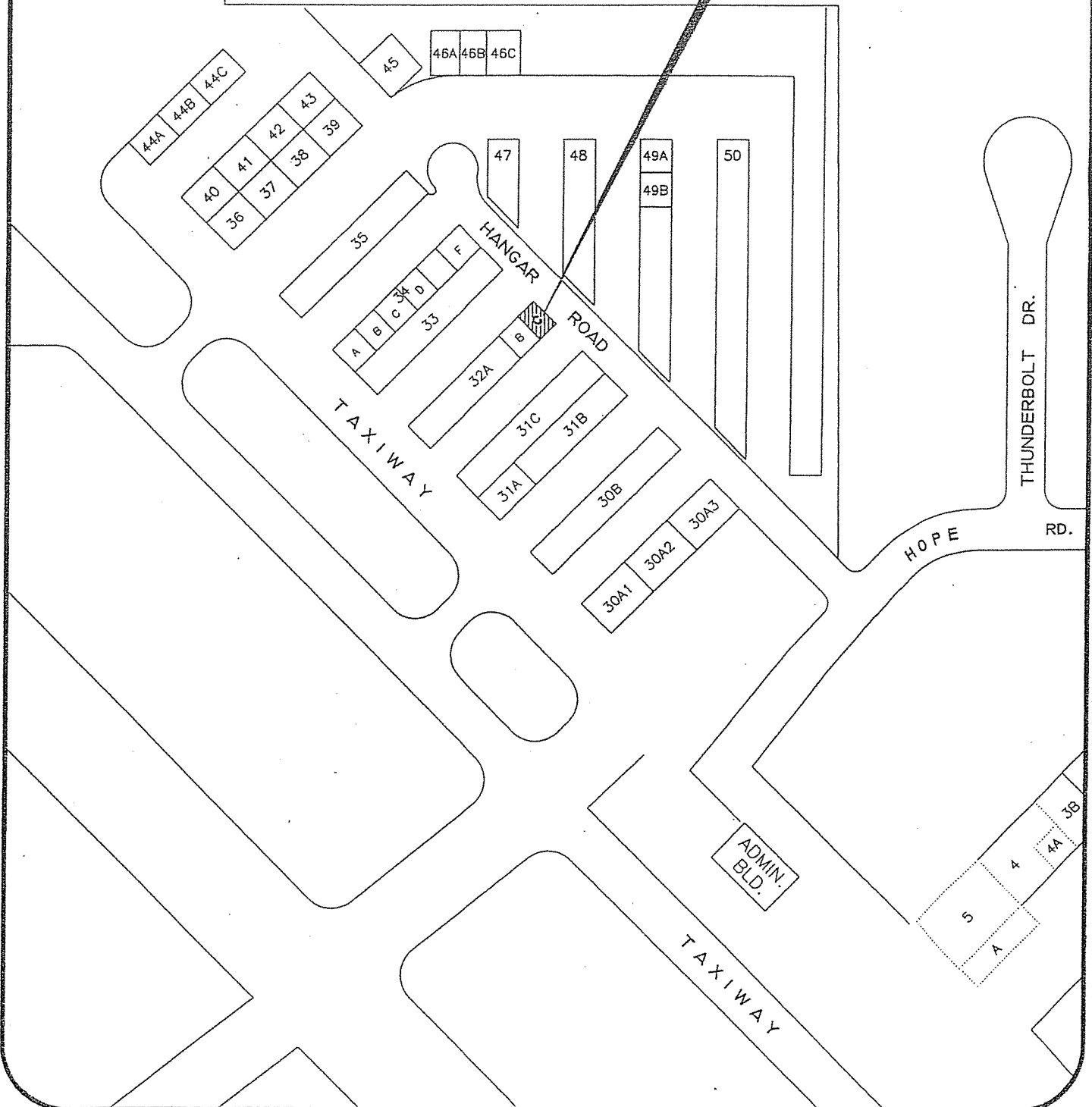
Best regards,

Debbie

AIRPORT LEASE SITES



SUBJECT LOCATION





CITY COUNCIL AGENDA – APRIL 1, 2025

SUBJECT: Consent to Sublet - Lot No. 34E at the Porterville Municipal Airport

SOURCE: Public Works

COMMENT: Michael Quatacker and Debbie Quatacker are the current leaseholders of Lot No. 34E at the Porterville Municipal Airport. Section 25 of the Lease Agreement states that the lessee shall not sublet the premises without prior written consent of the City. Debbie Quatacker is therefore requesting approval to sublet their hangar on Lot No. 34E to Angel Leon and Lorena Leon, on a month-to-month tenancy, commencing on March 1, 2025. The hangar will be utilized for the construction and storage of an aircraft.

RECOMMENDATION: That the City Council:

1. Authorize the Lessee, Michael Quatacker and Debbie Quatacker, to sublet airport hangar on Lot No. 34E at the Porterville Municipal Airport to Angel and Lorena Leon, on a month-to-month tenancy, commencing on March 1, 2025; and
2. Authorize the Mayor to sign the Lessor's Consent to Sublet Airport Hangar Lot No. 34E on behalf of the City.

ATTACHMENTS:

1. Draft Lessor's Consent to Sublet
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

**LESSOR'S CONSENT TO SUBLET
AIRPORT HANGAR LOT NO. 34E
AT THE PORTERVILLE MUNICIPAL AIRPORT**

The City of Porterville, a municipal corporation of the State of California, being the Landlord under the Master Lease for Airport Hangar Lot No. 34E, hereby consents to the request dated March 10, 2025, made by the Lessee, Michael Quatacker and Debbie Quatacker, to sublet said airport hangar lot 34E to Angel Leon and Lorena Leon, on a month-to-month tenancy, commencing on March 1, 2025, for the storage and maintenance of aircraft. Provided however, that there shall be no further subletting without the prior written consent of the Landlord.

Dated this 1st day of April, 2025.

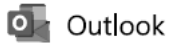
CITY OF PORTERVILLE
"LESSOR"

BY: _____
Greg Meister
MAYOR, CITY OF PORTERVILLE

ATTEST: _____
Jason Ridenour, INTERIM CITY CLERK

APPROVED AS TO FORM:

BY: _____
Julia Lew, City Attorney



Re: Sublet approval Lot 34F

From Debbie Quatacker [REDACTED]
Date Mon 3/10/2025 10:30 AM
To Janie Rodriguez <jrodriguez@ci.porterville.ca.us>; Richard Tree <rtree@ci.porterville.ca.us>

Caution! This message was sent from outside your organization.

[Block sender](#)

Good morning Janie. I have signed documents now for two hangar sublets. Information is as follows:

Hangar 34E - Tenants - Angel and Lorena Leon [REDACTED]
[REDACTED]

Term is month to month; Tenants are using the hangar for the construction and storage of a RV-8 aircraft
No N number has been assigned

Hangar 32-C - Tenant -Adryel Levis [REDACTED]
[REDACTED]

Term is two (2)-year lease; Tenant is using the hangar for the storage and maintenance of a BE36 Bonanza
N18459

Kindly advise should you require any further information or documentation.

Best regards,

Debbie

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

**SUBJECT
LOCATION**

31C

31A

31B

30B

30A1

30A2

30A3



CITY COUNCIL AGENDA – APRIL 1, 2025

SUBJECT: Request for Proclamation - Parental Rights Month

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.

Blessings of Liberty has requested a proclamation to proclaim the month of April as "Parental Rights Month" 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 the month of April as "Parental Rights Month" in the City of Porterville.

ATTACHMENTS: 1. Proclamation Request - Parental Rights Month - Blessings of Liberty - 2025

Appropriated/Funded:

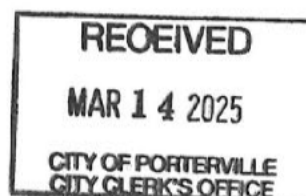
Review By:

Department Director:
Yuliana Andrade, Administrative Services Director

Final Approver: Yuliana Andrade, Administrative Services Director



City of Porterville
REQUEST FOR PROCLAMATION



Date of Request: 3/13/2025
Name of Event/Individual: City hall Meeting "Parental Rights Month"
i.e. "Porterville Tourism Week", "Mr. John Doe"
Name of Sponsoring Organization: Blessings of Liberty
Name of Contact Person: Josh Flowers
Address: [REDACTED]
Phone: [REDACTED] Email: [REDACTED]

I would like the proclamation: ☐ mailed ☐ call for pick up ☒ presented at an event

Date Needed: 4-1-2025 Date of Event: 4-1-2025

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: Fernando Routed by: Fernando Date: 3-14-25

Granted by Council Member: Mayer Meister Date: 3-14-25

Signatures: McLerny, Meister, Rivas,

Date Requestor Notified of Completion: _____ in writing ☐ by phone ☐

Comments: _____

WHEREAS: the City of Porterville recognizes the fundamental and inalienable rights of parents to raise, nurture, and educate their children according to their own beliefs, values, and traditions; and

WHEREAS: parental rights are deeply rooted in the Constitution and have been repeatedly affirmed by the United States Supreme Court, including in landmark cases such as *Pierce v. Society of Sisters* (1925), *Wisconsin v. Yoder* (1972), *Troxel v. Granville* (2000), and *Meyer v. Nebraska* (1923), which have upheld the principle that the child is not the mere creature of the state, but rather, parents hold the primary responsibility in their upbringing; and

WHEREAS: parents are the first and most important teachers, mentors, and protectors of their children, shaping the future of our community through their guidance, love, and leadership; and

WHEREAS: the City of Porterville values strong families as the foundation of a prosperous and harmonious society and recognizes that the preservation of parental rights is essential to the well-being of children and the strength of the community; and

WHEREAS: the right of parents to make decisions regarding their children's education, healthcare, and general welfare is paramount and must be protected from undue governmental interference; and

WHEREAS: the City of Porterville acknowledges the contributions of parents and guardians who dedicate their time, energy, and resources to ensuring their children's success, fostering strong moral values, and instilling a sense of civic responsibility; and

WHEREAS: in recognition of the vital role parents play in the lives of their children and the broader community, it is fitting that the City of Porterville set aside the month of April to celebrate and reaffirm parental rights;

NOW, THEREFORE, I, GREG MEISTER, Mayor of the City of Porterville, on behalf of the Porterville City Council, do hereby proclaim the month of April 2025 as

"PARENTAL RIGHTS MONTH"

in the City of Porterville, and call upon all residents, community leaders, educators, and institutions to join in recognizing, honoring, and defending the vital role of parents in shaping the future of our great city.

PROCLAIMED this 1st day of April, 2025.

_____	_____	_____
_____	_____	_____



CITY COUNCIL AGENDA – APRIL 1, 2025

SUBJECT: Request for Proclamation - Frontline Worker Appreciation Month

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.

Frontline Impact Project, Lubetzky Family Foundation has requested a proclamation to proclaim the month of May as "Frontline Worker Appreciation Month" in Porterville. Council Member Rivas 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 the month of May as "Frontline Worker Appreciation Month" in the City of Porterville.

ATTACHMENTS: 1. Proclamation Request - Frontline Worker Appreciation Month - Frontline Impact Project, Lubetzky Family Foundation - 2025

Appropriated/Funded:

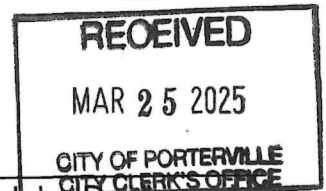
Review By:

Department Director:
Yuliana Andrade, Administrative Services Director

Final Approver: Yuliana Andrade, Administrative Services Director



City of Porterville
REQUEST FOR PROCLAMATION



Date of Request: 3/17/2025

Name of Event/Individual: Frontline Worker Appreciation Month
i.e. "Porterville Tourism Week", "Mr. John Doe"

Name of Sponsoring Organization: Frontline Impact Project, Lubetzky Family Foundation

Name of Contact Person: Pam Woo

Address: PO Box 31100, San Francisco, CA 94131

Phone: 415-841-3411 Email: pwoo@lubetzky.org

I would like the proclamation: ☒ mailed ☐ call for pick up ☐ presented at an event

Date Needed: 05/02/2025 Date of Event: month of May 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: Fernando Routed by: Fernando Date: 3-25-25

Granted by Council Member: CM Rivas Date: 3-25-25

Signatures: Rivas, Mckerverey, Miester

Date Requestor Notified of Completion: _____ in writing ☐ by phone ☐

Comments: _____

- WHEREAS:** frontline workers are the builders of our community, exercising curiosity, compassion, courage, and creativity to provide essential services that ensure the safety, health, and education of our residents; and
- WHEREAS:** over 9 million healthcare workers across the United States serve in hospitals, clinics, and long-term care facilities, often placing themselves at risk to provide lifesaving care; and
- WHEREAS:** firefighters respond to an estimated 36 million emergency calls each year, over 800,000 sworn law enforcement officers nationwide work tirelessly to uphold the law and ensure public safety, and emergency medical services (EMS) personnel respond to more than 240 million calls annually; and
- WHEREAS:** teachers dedicate their careers to shaping the future of our communities, with over 3.7 million educators in the U.S. providing knowledge and guidance to our youth; and
- WHEREAS:** frontline workers embody the essence of Builders - flexible thinkers and constructive problem solvers who respect the dignity of all people - by dedicating themselves to overcoming challenges and uniting communities.

NOW, THEREFORE, I GREG MEISTER, Mayor of Porterville, on behalf of the Porterville City Council, do hereby proclaim the month of May as,

"FRONTLINE WORKER APPRECIATION MONTH"

In the City of Porterville and encourage all residents to join in recognizing and honoring the heroic contributions of our healthcare workers, firefighters, law enforcement officers, EMS personnel, and teachers.

PROCLAIMED this 1st day of May, 2025.



BUILDERS

WHAT IS FRONTLINE WORKER APPRECIATION MONTH?

Every day, frontline workers show up for us—from teachers shaping the future to healthcare workers saving lives, from firefighters and EMS rushing into emergencies—frontline workers keep our communities safe, healthy, and thriving.

Whether it's wildfires, floods, pandemics, a cold, a cat in a tree, or reading comprehension—frontline workers are there. Even as resources become more limited and challenges multiply, they continue to serve.

That's why this May, we're making it loud and clear: We see you. We appreciate you. We've got your back.

WHY SUPPORT FRONTLINE WORKER APPRECIATION MONTH?

- **Recognition & Morale Boost** – Acknowledging frontline workers' dedication fosters a sense of value and appreciation, improving job satisfaction and morale.
- **Community Engagement** – Celebrating their contributions strengthens community ties, encouraging public support and respect for those who serve daily.
- **Retention & Recruitment** – Demonstrating appreciation helps retain experienced workers and attracts new talent to essential frontline professions.

SOME FACTS ABOUT FRONTLINE WORKERS:

- **Economic Stability:** Frontline workers, such as those in healthcare, retail, and transportation, constitute approximately 70% of the U.S. workforce, playing a crucial role in maintaining economic stability and ensuring the continuous operation of essential services. meetceleste.com
- **Public Health and Safety:** Healthcare professionals, including nurses and community health workers, play a crucial role in delivering medical care and health education, significantly improving community health outcomes. Their efforts lead to increased access to healthcare services, enhanced health screenings, and better understanding between community members and the healthcare system. [NHLBI](https://www.nhlbi.nih.gov)
- **Education and Development:** Educators and childcare providers are fundamental in fostering learning and development, ensuring the continuous education of future generations. mckinsey.com
- **Community Resilience:** During crises, such as the COVID-19 pandemic, frontline workers have been instrumental in maintaining essential services, thereby enhancing community resilience and cohesion. [theguardian.com](https://www.theguardian.com)

ABOUT FRONTLINE IMPACT AND BUILDERS:

Launched in 2020 by KIND Snacks Founder Daniel Lubetzky, [Frontline Impact](https://frontlineimpact.org) supports the people on the frontlines -- who provide safety, guidance, and care to everyone in our communities, even in times of crisis. Since our launch, we have donated over 22 million products to 1,400+ frontline institutions in all 50 states. [Builders](https://builders.org)' mission is to equip citizens to overcome toxic polarization and solve our toughest problems together. Together we are celebrating Frontline Workers Appreciation Month to further recognize the important role frontline workers serve in our society.



CITY COUNCIL AGENDA – APRIL 1, 2025

SUBJECT: Request for Proclamation - Easter Holiday Week - Blessings of Liberty

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.

Blessings of Liberty has requested a proclamation to proclaim "Easter Holiday Week" 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 "Easter Holiday Week" in the City of Porterville.

ATTACHMENTS: 1. Proclamation Request - Easter Holiday Week - Blessings of Liberty - 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



RECEIVED

MAR 14 2025

CITY OF PORTERVILLE
CITY CLERK'S OFFICE

Date of Request: 3/13/2025

Name of Event/Individual: Easter Holiday Week
i.e. "Porterville Tourism Week", "Mr. John Doe"

Name of Sponsoring Organization: Blessings of Liberty

Name of Contact Person: Josh Flowers

Address: [REDACTED]

Phone: [REDACTED] Email: [REDACTED]

I would like the proclamation: ☐ mailed ☐ call for pick up ☒ presented at an event

Date Needed: 4-15-2025 Date of Event: 4-15-2025

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

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City Clerk's Section

Request Received by: Fernando Routed by: Fernando Date: 3-14-25

Granted by Council Member: Mayor Meister Date: 3-14-25

Signatures: McKeray, Rivas, Meister,

Date Requestor Notified of Completion: _____ in writing ☐ by phone ☐

Comments: _____

WHEREAS: the City of Porterville recognizes the enduring influence of faith, perseverance, and the pursuit of truth in shaping our community, guided by the principles of individual liberty, justice, and the common good; and

WHEREAS: the people of Porterville—of diverse religious traditions and beliefs—have contributed to the city’s strength and character, demonstrating an unwavering commitment to service, charity, and civic engagement; and

WHEREAS: houses of worship, faith-based organizations, and community leaders have played a vital role in fostering compassion, unity, and support for the most vulnerable among us, providing food for the hungry, shelter for those in need, and encouragement in times of hardship; and

WHEREAS: the Founding Fathers of the United States acknowledged the importance of religious liberty in shaping our nation, as reflected in the Declaration of Independence and the U.S. Constitution, which affirm that all people are endowed with inherent rights and dignity; and

WHEREAS: the United States was established on principles that safeguard freedom of thought, conscience, and belief, ensuring that individuals may practice their faith, or none at all, without government interference, in keeping with the First Amendment’s protection of religious liberty; and

WHEREAS: the citizens of Porterville have historically embraced values of faith, hope, and charity—principles that transcend religious affiliations and unite us in our shared commitment to justice, peace, and service to others; and

WHEREAS: religious observances, including those of the Easter season, serve as an opportunity for people of faith to reflect on themes of renewal, redemption, and service to the greater good, reinforcing the importance of spiritual and ethical values in our society; and

WHEREAS: the City of Porterville acknowledges the role that faith-based traditions have played in shaping the cultural and historical landscape of our nation, while reaffirming our dedication to upholding religious freedom for all individuals, as enshrined in the Constitution; and

WHEREAS: Holy Week and Easter are recognized and observed by millions worldwide as a time of reflection, renewal, and gratitude, inspiring many to serve their communities and seek a deeper understanding of faith and purpose; and

WHEREAS: we honor the countless individuals—past and present—whose faith has inspired acts of kindness, charity, and justice, strengthening the moral and civic fabric of Porterville; and

WHEREAS: the blessings of liberty, prosperity, and peace are best preserved when a community remains committed to principles of mutual respect, ethical leadership, and the protection of individual rights;

NOW, THEREFORE, I, GREG MEISTER, Mayor of Porterville, on behalf of the Porterville City Council affirm that the City of Porterville hereby expresses its appreciation for the contributions of faith-based communities to the betterment of our city, recognizing their role in promoting service, unity, and civic responsibility; and

BE IT FURTHER RESOLVED, that the City of Porterville reaffirms its commitment to the constitutional principles of religious liberty, ensuring that all individuals are free to practice their beliefs, or refrain from doing so, in accordance with their conscience; and

BE IT FURTHER RESOLVED, that the City of Porterville invites all faith-based organizations to gather together in observance, celebration, and reverence for Easter, a time for all of Porterville to share in the festivities that accompany this Holiday that is celebrated the world over; and

BE IT FURTHER RESOLVED, that the City of Porterville recognizes the cultural and spiritual significance of Holy Week and Easter, acknowledging the impact of faith traditions on our community, while upholding the values of inclusivity, respect, and civic harmony; and

BE IT FINALLY RESOLVED, that the City of Porterville, in honoring the diverse faiths and traditions of its residents, encourages reflection, charity, and service as guiding principles for strengthening our community and preserving the freedoms upon which our nation was founded.



CITY COUNCIL AGENDA – APRIL 1, 2025

SUBJECT: Request for Proclamation - Holy Week - Church of Jesus Christ of Latter-Day Saints

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.

Church of Jesus Christ of Latter-Day Saints has requested a proclamation to proclaim "Holy Week" in Porterville. Council Member Rivas 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 "Holy Week" in the City of Porterville.

ATTACHMENTS: 1. Proclamation Request - Holy Week - Church of Jesus Christ of Latter-Day Saints - 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



RECEIVED

MAR 24 2025

Date of Request: 3/24/2025

Name of Event/Individual: HOLY WEEK
i.e. "Porterville Tourism Week", "Mr. John Doe"

CITY OF PORTERVILLE
CITY CLERK'S OFFICE

Name of Sponsoring Organization: CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS

Name of Contact Person: STEVEN PAGE

Address: [REDACTED]

Phone: [REDACTED] Email: [REDACTED]

I would like the proclamation: ☒ mailed ☐ call for pick up ☐ presented at an event

Date Needed: _____ Date of Event: _____

Please attach a sample of your proclamation, or the pertinent information needed to formulate your proclamation. It is recommended that you submit your request at least four to six weeks in advance. If assistance is needed, or if you need a sample provided, or to return this form, contact:

Office of City Clerk
291 North Main Street
Porterville, CA 93257
(559) 782-7464 / Fax (559) 782-7452

Please be advised that a Proclamation is ceremonial in nature and does not convey official legislative action. The City reserves the right to correct grammar and spelling; to reject all advocacy of unlawful acts; and to reject all discriminatory language.

City Clerk's Section

Request Received by: Fernando Routed by: Fernando Date: 3.25.25

Granted by Council Member: CM Rivas Date: 3.25.25

Signatures: Rivas, McKervey, Meister

Date Requestor Notified of Completion: _____ in writing ☐ by phone ☐

Comments: _____

WHEREAS: the City of Porterville, a community rooted in faith, perseverance, and the pursuit of truth, has declared “In God We Trust” as its official city motto, reaffirming our collective belief in the divine guidance that has sustained and blessed our people throughout generations; and

WHEREAS: the faithful men and women of Porterville—across all denominations and traditions—have played a vital role in shaping the moral fabric of our city, demonstrating unwavering commitment to service, charity, and the common good; and

WHEREAS: the houses of worship, faith-based organizations, and religious leaders of Porterville have been a source of hope, healing, and strength, uplifting the weary, feeding the hungry, sheltering the vulnerable, and fostering a spirit of unity that transcends differences; and

WHEREAS: faith in God has provided the foundation for our city’s character, inspiring integrity in governance, compassion in our communities, and resilience in times of hardship; and

WHEREAS: the people of Porterville have, through their civic participation and shared conviction, affirmed that our trust in God is not merely symbolic but a guiding principle that calls us to uphold righteousness, justice, and the inherent dignity of every individual; and

WHEREAS: the blessings of liberty, prosperity, and peace are not merely the works of human hands but are, as our nation’s Founders declared, endowed by our Creator—a truth that Porterville will always recognize and embrace;

NOW, THEREFORE, I, GREG MEISTER, Mayor of the City of Porterville, on behalf of the Porterville City Council, hereby proclaims its deepest appreciation for the people of faith who continually uplift our community through prayer, service, and moral leadership; and

BE IT FURTHER RESOLVED, that we recognize the divine hand that has guided our city and humbly seek continued blessings, wisdom, and strength as we strive to build a future that honors God and upholds the values upon which Porterville stands. Our City and National Motto reflects this sentiment: “In God we Trust”; and

BE IT FURTHER RESOLVED, that every week is Holy Week in a free society that Honors God on the first day of the week. The City of Porterville proclaims Easter week as the holy week recognized the world over to be honored and celebrated in Porterville annually with reverence for our heavenly father and the great sacrifice made for our salvation.

PROCLAIMED this 1st day of April, 2025.

_____	_____	_____
_____	_____	_____



CITY COUNCIL AGENDA – APRIL 1, 2025

SUBJECT: Request for Proclamation - Easter Holiday Week - Porterville Church of Christ

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.

Porterville Church of Christ has requested a proclamation to proclaim "Easter Holiday Week" 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 "Easter Holiday Week" in the City of Porterville.

ATTACHMENTS: 1. Proclamation Request - Easter Holiday Week - Porterville Church of Christ

Appropriated/Funded:

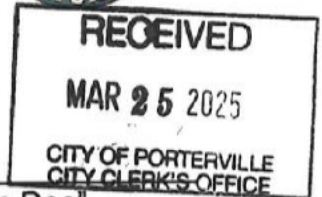
Review By:

Department Director:
Yuliana Andrade, Administrative Services Director

Final Approver: Yuliana Andrade, Administrative Services Director



City of Porterville
REQUEST FOR PROCLAMATION



Date of Request: 3-24-2025

Name of Event/Individual: EASTER HOLIDAY WEEK
i.e. "Porterville Tourism Week", "Mr. John Doe"

Name of Sponsoring Organization: Porterville Church of CHRIST

Name of Contact Person: GAYLE GARRETSON

Address: 1000 N Newcomb

Phone: [REDACTED] Email: [REDACTED]

I would like the proclamation: ☐ mailed ☐ call for pick up ☒ presented at an event

Date Needed: 4-15-2025 Date of Event: 4-15-2025

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: Fernando Routed by: Fernando Date: 3-25-25

Granted by Council Member: Mayor Meister Date: 3-26-25

Signatures: Meister, McKenney, Beltran

Date Requestor Notified of Completion: _____ in writing ☐ by phone ☐

Comments: _____

WHEREAS: the City of Porterville recognizes the enduring influence of faith, perseverance, and the pursuit of truth in shaping our community, guided by the principles of individual liberty, justice, and the common good; and

WHEREAS: the people of Porterville – of diverse religious traditions and beliefs – have contributed to the city’s strength and character, demonstrating an unwavering commitment to service, charity, and civic engagement; and

WHEREAS: houses of worship, faith-based organizations, and community leaders have played a vital role in fostering compassion, unity, and support for the most vulnerable among us, providing food for the hungry, shelter for those in need, and encouragement in times of hardship; and

WHEREAS: the Founding Fathers of the United States acknowledged the importance of religious liberty in shaping our nation, as reflected in the Declaration of Independence and the U.S. Constitution, which affirm that all people are endowed with inherent rights and dignity; and

WHEREAS: the United States was established on principles that safeguard freedom of thought, conscience, and belief, ensuring that individuals may practice their faith, or none at all, without government interference, in keeping with the First Amendment’s protection of religious liberty; and

WHEREAS: the citizens of Porterville have historically embraced values of faith, hope, and charity – principles that transcend religious affiliations and unite us in our shared commitment to justice, peace, and service to others; and

WHEREAS: religious observances including those of the Easter season, serve as an opportunity for people of faith to reflect on themes of renewal, redemption, and service to the greater good, reinforcing the importance of spiritual and ethical values in our society; and

WHEREAS: the City of Porterville acknowledges the role that faith-based traditions have played in shaping the cultural and historical landscape of our nation, while reaffirming our dedication to upholding religious freedom for all individuals, as enshrined in the Constitution; and

WHEREAS: Holy Week and Easter are recognized and observed by millions worldwide as a time of reflection, renewal, and gratitude, inspiring many to serve their communities and seek a deeper understanding of faith and purpose; and

WHEREAS: we honor the countless individuals – past and present – whose faith has inspired acts of kindness, charity, and justice, strengthening the moral and civic fabric of Porterville; and

WHEREAS: the blessings of liberty, prosperity, and peace are best preserved when a community remains committed to principles of mutual respect, ethical leadership, and the protection of individual rights;

NOW, THEREFORE, I, GREG MEISTER, Mayor of the City of Porterville, on behalf of the Porterville City Council, hereby expresses its appreciation for the contributions of faith-based communities to the betterment of our city, recognizing their role in promoting service, unity, and civic responsibility; and

BE IT FURTHER RESOLVED, that the City of Porterville reaffirms its commitment to the Constitutional principles of religious liberty, ensuring that all individuals are free to practice their beliefs, or refrain from doing so, in accordance with their conscience; and

BE IT FURTHER RESOLVED, that the City of Porterville invites all faith-based organizations to gather together in observance, celebration, and reverence for Easter, a time for all of Porterville to share in the festivities that accompany this Holiday that is celebrated the world over; and

BE IT FURTHER RESOLVED, that the City of Porterville recognizes the cultural and spiritual significance of Holy Week and Easter, acknowledging the impact of faith traditions in our community, while upholding the values of inclusivity, respect, and civic harmony; and

BE IT FINALLY RESOLVED, that the City of Porterville, in honoring the diverse faiths and traditions of its residents, encourages reflection, charity, and service as guiding principles for strengthening our community and preserving the freedoms upon which our nation was founded.

PROCLAIMED this 1st day of April, 2025.



CITY COUNCIL AGENDA – APRIL 1, 2025

SUBJECT: Request for Proclamation - Holy Week - Porterville Church of God

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.

Porterville Church of God has requested a proclamation to proclaim "Holy Week" 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 "Holy Week" in the City of Porterville.

ATTACHMENTS: 1. Proclamation Request - Holy Week - Porterville Church of God

Appropriated/Funded:

Review By:

Department Director:
Yuliana Andrade, Administrative Services Director

Final Approver: Yuliana Andrade, Administrative Services Director

RECEIVED

MAR 25 2025



City of Porterville
REQUEST FOR PROCLAMATION



CITY OF PORTERVILLE
CITY CLERK'S OFFICE

Date of Request: 3/22/25

Name of Event/Individual: Holy Week Proclamation
i.e. "Porterville Tourism Week", "Mr. John Doe"

Name of Sponsoring Organization: Porterville Church of God

Name of Contact Person: Pastor Jeff Akin

Address: 940 Jubilee Lane

Phone: [REDACTED] Email: pastorjeff@portervillecog.com

I would like the proclamation: ☐ mailed ☒ call for pick up ^{AND/OR} ☒ presented at an event

Date Needed: 4/20/25 Date of Event: 4/20/25

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

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City Clerk's Section

Request Received by: Fernando Routed by: Fernando Date: 3.25.25

Granted by Council Member: Mayor Meister Date: 3.26.25

Signatures: Meister, Mckerny, Beltran

Date Requestor Notified of Completion: _____ in writing ☐ by phone ☐

Comments: _____

WHEREAS: the City of Porterville, a community rooted in faith, perseverance, and the pursuit of truth, has declared “In God We Trust” as its official city motto, reaffirming our collective belief in the divine guidance that has sustained and blessed our people throughout generations; and

WHEREAS: the faithful men and women of Porterville – across all denominations and traditions – have played a vital role in shaping the moral fabric of our city, demonstrating unwavering commitment to service, charity, and the common good; and

WHEREAS: the houses of worship, faith-based organizations, and religious leaders of Porterville have been a source of hope, healing, and strength, uplifting the weary, feeding the hungry, sheltering the vulnerable, and fostering a spirit of unity that transcends differences; and

WHEREAS: faith in God has provided the foundation for our city’s character, inspiring integrity in governance, compassion in our communities, and resilience in times of hardship; and

WHEREAS: the people of Porterville have, through their civic participation and shared conviction, affirmed that our trust in God is not merely symbolic but a guiding principle that calls us to uphold righteousness, justice, and the inherent dignity of every individual; and

WHEREAS: the blessings of liberty, prosperity and peace are not merely the works of human hands but are, as our nation’s Founders declared, endowed by our Creator – a truth that Porterville will always recognize and embrace;

NOW, THEREFORE, I, GREG MEISTER, Mayor of the City of Porterville, on behalf of the Porterville City Council, hereby proclaims its deepest appreciation for the people of faith who continually uplift our community through prayer, service, and moral leadership; and

BE IT FURTHER RESOLVED, that we recognize the divine hand that has guided our city and humbly seek continued blessings, wisdom, and strength as we strive to build a future that honors God and upholds the values upon which Porterville stands. Our City and National Motto reflects this sentiment: “In God we Trust”; and

BE IT FURTHER RESOLVED, that every week is Holy Week in a free society that Honors God on the first day of the week. The City of Porterville proclaims Easter week as the holy week recognized the world over to be honored and celebrated in Porterville annually with reverence for our heavenly father and the great sacrifice made for our salvation.

PROCLAIMED this 1st day of April, 2025.

_____	_____	_____
_____		_____



CITY COUNCIL AGENDA – APRIL 1, 2025

SUBJECT: Request for Proclamation - Easter Holy Week - Porterville Church of the Nazarene

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.

Porterville Church of the Nazarene has requested a proclamation to proclaim "Easter Holy Week" 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 "Easter Holy Week" in the City of Porterville.

ATTACHMENTS: 1. Proclamation Request - Easter Holy Week - Porterville Church of the Nazarene - 2025

Appropriated/Funded:

Review By:

Department Director:
Yuliana Andrade, Administrative Services Director

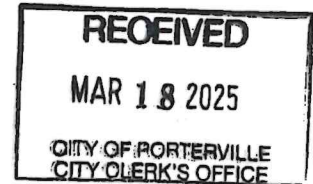
Final Approver: Yuliana Andrade, Administrative Services Director



City of
Porterville



REQUEST FOR PROCLAMATION



Date of Request: March 17, 2025

Name of Event/Individual: Easter Holy Week Proclamation

Name of Sponsoring Organization: Porterville Church of the Nazarene

Name of Contact Person: Mark Pitcher, Pastor

Address: 2005 W. Olive Ave. Porterville, CA. 93257

Phone: 559 784-3305 Email: mpitcher@portnaz.org

I would like the proclamation: ☐ mailed ☒ call for pick up ☐ presented at an event Date

Needed: April 1, 2025 Date of Event: April 6 - 13, 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

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City Clerk's Section

Request Received by: Fernando Routed by: Fernando Date: 3-18-25

Granted by Council Member: Mayer Meister Date: 3-18-25

Signatures: Meister, McKervey, Beltran, Rivas

WHEREAS: the City of Porterville, a community rooted in faith, perseverance, and the pursuit of truth, has declared “In God We Trust” as its official city motto, reaffirming our collective belief in the divine guidance that has sustained and blessed our people throughout generations; and

WHEREAS: the faithful men and women of Porterville—across all denominations and traditions—have played a vital role in shaping the moral fabric of our city, demonstrating unwavering commitment to service, charity, and the common good; and

WHEREAS: the houses of worship, faith-based organizations, and religious leaders of Porterville have been a source of hope, healing, and strength, uplifting the weary, feeding the hungry, sheltering the vulnerable, and fostering a spirit of unity that transcends differences; and

WHEREAS: faith in God has provided the foundation for our city’s character, inspiring integrity in governance, compassion in our communities, and resilience in times of hardship; and

WHEREAS: the people of Porterville have, through their civic participation and shared conviction, affirmed that our trust in God is not merely symbolic but a guiding principle that calls us to uphold righteousness, justice, and the inherent dignity of every individual; and

WHEREAS: the blessings of liberty, prosperity, and peace are not merely the works of human hands but are, as our nation’s Founders declared, endowed by our Creator—a truth that Porterville will always recognize and embrace;

NOW, THEREFORE, I, GREG MEISTER, Mayor of the City of Porterville, on behalf of the Porterville City Council, hereby proclaims its deepest appreciation for the people of faith who continually uplift our community through prayer, service, and moral leadership; and

BE IT FURTHER RESOLVED, that we recognize the divine hand that has guided our city and humbly seek continued blessings, wisdom, and strength as we strive to build a future that honors God and upholds the values upon which Porterville stands. Our City and National Motto reflects this sentiment: “In God we Trust”; and

BE IT FURTHER RESOLVED, that every week is Holy Week in a free society that Honors God on the first day of the week. The City of Porterville proclaims Easter week as the holy week recognized the world over to be honored and celebrated in Porterville annually with reverence for our heavenly father and the great sacrifice made for our salvation.

PROCLAIMED this 1st day of April, 2025.

_____	_____	_____
_____		_____
_____		_____



CITY COUNCIL AGENDA – APRIL 1, 2025

SUBJECT: Approval of Revised Street Closures and Event Map - Porterville Chamber of Commerce - Spring Festival - April 5, 2025

SOURCE: Finance

COMMENT: On March 18, 2025, the City Council approved the request submitted by the Porterville Chamber of Commerce to hold the Porterville Chamber Spring Festival on Saturday, April 5, 2025, from 10:00 AM to 3:00 PM. The request included the closure of Main Street from Morton Avenue to Putnam Avenue and the side streets along Main Street, as indicated on the attached map, from 6:00 AM to 5:00 PM and the closure of the sidewalks along Main Street, from Morton Avenue to Putnam Avenue, for the vendor booths. The Porterville Chamber of Commerce has submitted a revised request for street closures and an updated event map. The Porterville Chamber is seeking closure of the parking lot between East Harrison Avenue to East Thurman Avenue, located off of North 2nd Street.

The revised map has been routed according to the Ordinance regulations and reviewed by all City departments involved, and no other changes are proposed.

RECOMMENDATION: That the City Council approve the revised street closures and event map for the Porterville Chamber Spring Festival scheduled for Saturday, April 5, 2025.

ATTACHMENTS:

1. Staff Report - March 18, 2025
2. CCE Application and Agreement, Exhibit A, Exhibit B, Exhibit C, Outside Amplifier Permit, Map, and Certificate of Liability Insurance
3. Revised Street Closures and Event Map

Appropriated/Funded:

Review By:

Department Director:
Janie Rodriguez, Finance Director

Final Approver: Jason Ridenour, Interim City Manager



CITY COUNCIL AGENDA – MARCH 18, 2025

SUBJECT: Approval of Community Civic Event - Porterville Chamber of Commerce - Spring Festival - April 5, 2025

SOURCE: Finance

COMMENT: The Porterville Chamber of Commerce is requesting approval to hold the Porterville Chamber Spring Festival on Saturday, April 5, 2025, from 10:00 AM to 3:00 PM. This year's festival will include food booths, vendor booths, a kids' zone, a taco eating contest, family entertainment, and a car show. The request includes the closure of Main Street from Morton Avenue to Putnam Avenue and the side streets along Main Street, as indicated on the attached map, from 6:00 AM to 5:00 PM and the closure of the sidewalks along Main Street, from Morton Avenue to Putnam Avenue, for the vendor booths. An outside amplifier permit has been approved from 10:00 AM to 3:00 PM.

This request is made under the Community Civic Events Ordinance No. 1326, as amended. The Application has been routed according to the Ordinance regulations and reviewed by all City Departments involved. The requirements and restrictions are listed on the attached copy of the Application and Agreement, Exhibit A, Exhibit B, Exhibit C and Outside Amplifier Permit.

RECOMMENDATION: That the City Council approve the Community Civic Event Application submitted by the Porterville Chamber of Commerce to hold the Porterville Chamber Spring Festival event on April 5, 2025, subject to restrictions and requirements contained in the Application and Agreement, Exhibit A, Exhibit B, Exhibit C and Outside Amplifier Permit.

ATTACHMENTS:

1. CCE Application and Agreement, Exhibit A, Exhibit B, Exhibit C, Map, Outside Amplifier Permit, and Certificate of Liability Insurance.

Appropriated/Funded:

Review By:

Department Director:
Janie Rodriguez, Finance Director

Final Approver: Jason Ridenour, Interim City Manager

CITY OF PORTERVILLE

291 N. Main Street, Porterville, CA 93257
559-782-7451 Fax: 784-4569 www.ci.porterville.ca.us



(Incomplete applications can delay permit process)

APPLICATION AND AGREEMENT FOR A PERMIT TO HOLD A COMMUNITY CIVIC EVENT OR OTHER ACTIVITY TO BE HELD ON PUBLIC PROPERTY

DO YOU HAVE? Event Flyer? ☐ yes E-mail address? kristy@portervillechamber.org Website? www.portervillechamber.org

Application date: February 7, 2025

Event date: April 5, 2025

Event time: 10 am to 3 pm

Name of Event: Spring Festival

street closures from 6am to 5pm

Sponsoring organization: Porterville Chamber Phone # (559) 784-7502

Address: 93 N. Main St., Ste. A, Porterville, CA 93257

Authorized representative: Kristy Martin Phone # (559) 784-7502

Address: 93 N. Main St., Ste. A, Porterville, CA 93257

Event chairperson: Kristy Martin Phone # (559) 784-7502

Location of event Downtown Porterville - Main St. - Putnam to Morton

(Location map must be attached)

Description of event:

Festival - Vendors, Kids Zone, Entertainment, Taco Eating Contest, Car Show, Food Booths

Purpose of event: Community event

Non-profit organization status: 501c6

(IRS Determination)

City services requested (fees associated with these services will be billed separately):

Barricades (quantity): 80 Street sweeping Yes ☒ No ☐
Police protection Yes ☒ No ☐ Refuse pickup Yes ☒ No ☐
Other: Special event officers

Parks facility application required: Yes ☒ No ☐ Attached ☒

Assembly permit required: Yes ☐ No ☒ Attached ☐

STAFF COMMENTS (list special requirements or conditions for event):

Appr. Deny

_____	_____	Bus. Lic. Spvr.	_____
_____	_____	Pub. Works Dir	_____
_____	_____	Comm. Dev. Dir.	_____
_____	_____	Field Svcs. Mgr.	_____
_____	_____	Fire Chief	_____
_____	_____	Parks Dir.	_____
_____	_____	Police Chief	_____
_____	_____	Risk Manager	_____

CITY OF PORTERVILLE

What constitutes a Community Civic Event?

All City Code requirements are described in ordinance 15-20 (e) 1-23 and as amended in ordinance 1613. For a full description please visit the City of Porterville website at www.ci.porterville.ca.us/gov/CityClerk/, Porterville Municipal Codes. For questions or concerns please call 559-782-7451 or 559-782-7457. Any person who violates the provisions in this code, shall be deemed guilty of either a misdemeanor or an infraction, with penalties of one hundred (\$100) for the first violation.

Liability insurance: The sponsoring organization/applicant agrees to provide and keep in force during the term of this permit a policy of liability and property damage insurance against liability for personal injury, including accidental death, as well as liability for property damage which may arise in any way during the term of this permit. The sponsoring organization/applicant's insurance coverage shall apply as primary to, and on a non-contributory basis with, any other available coverage of the City. The City of Porterville and Successor Agency to the Porterville Redevelopment Agency shall be named as additional insured. A Certificate of Liability Insurance and Additional Insured Endorsement sample forms are enclosed for your convenience. This original certificate and endorsement shall be submitted to the Finance Department with the application. *The council shall condition the granting of a CCE permit upon the sponsoring entity's filing with the council a policy of public liability insurance in which the city has been named as insured or coinsured with the permittee. The policy of insurance shall insure the city, its officers, and its employees against all claims arising out of, or in connection with, the issuance of the CCE permit or the operation of the permittee or its agents or representatives, pursuant to the permit. The policy of insurance shall provide coverage of no less than two million dollars (\$2,000,000.00) per occurrence of bodily injury and property damage, combined single limit. (Ordinance 15-20(e) 18)*

Alcohol liability insurance: Organization/Applicant will obtain an alcohol permit if any alcoholic beverages are to be served. The insurance policy shall be endorsed to include full liquor liability in an amount not less than one million dollars (\$1,000,000) per occurrence. The insurance Porterville shall be named as additional insured against all claims arising out of or in connection with the issuance of this permit or the operation of the permitted, his/her agents or representatives pursuant the permit. Claims-made policies are not acceptable.

Health permit: Organization/Applicant will obtain or ensure that all participants obtain a 'Temporary Food Facilities' permit(s) from the Tulare County Public Health Department, if any food is to be served in connection with this Community Civic Event. To contact the Tulare County Environmental Health Department located at 5957 S. Mooney Blvd., Visalia, CA, 93277, call 559-733-6441, or fax information to 559-733-6932; or visit their website: www.tularehhsa.org.

First aid station: Organization/Applicant will establish a first aid station, with clearly posted signs, to provide basic emergency care, such as ice/hot packs, bandages, and compresses.

Toilet rental service: Applicant shall have care, custody and control of the equipment and shall bear responsibility and liability for all loss and damage to the equipment and for its contents while at the City's location. Applicant shall not overload, move or alter the equipment and shall use the equipment for its intended purpose. Applicant shall be responsible for any damages to City's property resulting from company's provision of services hereunder. Applicant shall confirm with the service company the number of portable toilets, standard and handicap, and wash sinks needed for the number of expected attendees.

Agreement: The sponsoring organization/applicant agrees to comply with all provisions of the Community Civic Event Ordinance 15-20(e), as amended, and the terms and conditions set forth by City Council and stated in Exhibit 'A.' The sponsoring organization/applicant agrees, during the term of this permit, to secure and hold the City free and harmless from all loss, liability, and claims for damages, costs and charges of any kind or character arising out of, relating to, or in any way connected with his/her performance of this permit. Said agreement to hold harmless shall include and extend to any injury to any person or persons, or property of any kind whatsoever and to whomever belonging, including, but not limited to, said organization/applicant, and shall not be liable to the City for any injury to persons or property which may result solely or primarily from the action or non-action of the City or its directors, officers, or employees. Approval of the Community Civic Events Permit by the Porterville City Council pertains only to authorized activities conducted at designated locations within the incorporated area of the City of Porterville, and such approval shall not be construed or interpreted to authorize sponsor utilization of public right-of-ways outside of the jurisdiction of the City of Porterville.

Porterville Chamber

(Name of Organization)

(Signature)

02/07/2025

(Date)

CITY OF PORTERVILLE

VENDOR/PARTICIPANT LIST IN CONNECTION WITH THE APPLICATION AND AGREEMENT FOR A PERMIT TO HOLD A COMMUNITY CIVIC EVENT OR OTHER ACTIVITY TO BE HELD ON PUBLIC PROPERTY

Name of event: Spring Festival

Sponsoring organization: Porterville Chamber

Location: Downtown Main St. - Putnam to Morton Event date: 4/5/25 Event time: 10am to 3pm

All vendors are required to complete the business license permit form. List all firms, individuals, organizations, etc., that will engage in selling at or participate in the above-named event. **NO PERMIT WILL BE ISSUED WITHOUT THIS INFORMATION.** Vendors without a valid City of Porterville business license are required to pay \$1 per day to the City, with the exceptions of non-profit organizations per *City of Porterville Municipal Code 15-20(E) Community Civic Events (16). This form should be completed at the time of application but must be submitted **NO LESS THAN TWO WEEKS PRIOR TO THE EVENT.**

<u>Vendor name</u>	<u>Address/Telephone</u>	<u>Business License required?</u>	<u>Type of Activity</u>
California Highway Patrol	861 W. Morton Ave (559) 784-7444	Y	Info booth
Night Owl Creative	33703 Bear Ln, Springville, CA 93265 559-310-6210	Y	Craft booth
Pools Plus	1031 W. North Grand Ave. (559) 679-6291	Y	Info booth
Characters by Del	1949 W. Olive Ave (559) 333-5131	Y	Craft booth
G&D Creations	541 Harrison Cir. (559) 359-7298	Y	Craft booth
A-Z Creations 3D Printing	9404 Road 248, Terra Bella, CA 93270 (661) 748-6816	Y	Craft booth
Earthly Taurus	768 E Grand Ave. (772) 321-3088	Y	Craft booth
Christy's Diamond Paintings	19315 Rd 248 (559) 789-3309	Y	Craft booth
James M Gibson Iris Society	20924 Ave 152 (559) 789-7446	Y	Info booth
SunSet Scents		Y	Craft booth
Sassy Soul Crafts & Gifts	308 Springville Ct., Apt. 1, (559) 756-5583	Y	Craft booth
AT&T	862 W Henderson Ave. (559) 361-2552	Y	Info booth
Guardian Life		Y	Info booth
J.J.M.I. Party Rentals	933 S. Indiana St. (559) 853-8265	Y	info booth
T & K Innovators	208 W. Main St., Visalia, CA 93277 (559) 713-6008	Y	Info booth

***Municipal Code 15-20(E) Community Civic Events (16): Business License Fees:** Any individual, company, firm, concessionaire, fair operator, carnival operator, etc., who engages in, conducts, organizes, or promotes business for profit shall pay a business license fee of one dollar (\$1.00) per day per amusement, entertainment, exhibit, ride or per booth, space, stall, stand or other unenclosed location used for the purpose of advertising, promoting, or sale of, or taking orders for, goods or services; except that no individual, company, firm, concessionaire, fair operator, carnival operator, etc., who possesses a valid city business license shall be subject to separate licensing pursuant to this subsection E16. The nonprofit sponsor shall collect said fee and remit the fee to the city within five (5) working days following the CCE. Said remittance shall be accompanied by a complete list of participants and consecutively numbered receipts written in triplicate, containing the name, address and telephone number of the licensee, and the licensee's California seller's permit number. Said receipts shall be furnished by the city. One copy of the receipt shall be furnished to the licensee, one copy filed with the finance department of the city, and one copy retained by the CCE sponsor for a period of three (3) years for audit purposes.

CITY OF PORTERVILLE

VENDOR/PARTICIPANT LIST IN CONNECTION WITH THE APPLICATION AND AGREEMENT FOR A PERMIT TO HOLD A COMMUNITY CIVIC EVENT OR OTHER ACTIVITY TO BE HELD ON PUBLIC PROPERTY

Name of event: Spring Festival

Sponsoring organization: Porterville Chamber

Location: Downtown Main St. - Putnam to Morton Event date: 4/5/25 Event time: 10am to 3pm

All vendors are required to complete the business license permit form. List all firms, individuals, organizations, etc., that will engage in selling at or participate in the above-named event. **NO PERMIT WILL BE ISSUED WITHOUT THIS INFORMATION.** Vendors with no valid City of Porterville business license are required to pay \$1 per day to the City, with the exceptions of non-profit organization per *City of Porterville Municipal Code 15-20(E) Community Civic Events (16). This form should be completed at the time of application but must be submitted **NO LESS THAN TWO WEEKS PRIOR TO THE EVENT.**

<u>Vendor name</u>	<u>Address/Telephone</u>	<u>Business License required?</u>	<u>Type of Activity</u>
Riverwalk Care Center	1100 W Morton Ave (559) 782-1509	Y	Info booth
Ennis Builders & Realtors	263 N. 3rd St. Suite #200 (559) 788-1000	Y	Info booth
AAUW	Porterville, CA 93257 (559) 920-3637	Y	Info booth
Family HealthCare Network	305 East Center Ave, Visalia, CA 93291 (559) 737-4724	Y	Info booth
CSET	312 N 3rd Ave, Visalia, CA 93291 (559) 741-4619	Y	Info booth
Sequoia Christian Academy	776 W Grand Ave (559) 483-1077	Y	Info booth
Tulare County Stonewall Democrats	1279 W. Henderson #124 (559) 302-8107	Y	Info booth
Porterville Democratic Club	1279 W. Henderson #119 (559) 359-3116	Y	Info booth
PSW	194 W Poplar Ave. (559) 784-1399	Y	Info booth
Porterville College	100 College Ave. (559) 791-2286	Y	Info booth
Blessings of Liberty	2154 W. San Lucia Ct (559) 783-2712	Y	Info booth
Central California Family Crisis Center	211 N. Main St (559) 781-7462	Y	Info booth
Tulare County Federal Credit Union	617 N Main St (559) 719-9948	Y	Info booth
Scentsy	1552 S. Laspina St., Tulare, CA 93274 (559) 623-2165	Y	Craft booth
Artesania Azteca		Y	Craft booth

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CITY OF PORTERVILLE

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Name of event: Spring Festival

Sponsoring organization: Porterville Chamber

Location: Downtown Main St. - Putnam to Morton Event date: 4/5/25 Event time: 10am to 3pm

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<u>Vendor name</u>	<u>Address/Telephone</u>	<u>Business License required?</u>	<u>Type of Activity</u>
Luna Moon Jewelry	1137 W. Putnam Unit B (559) 789-4258	Y	Craft booth
Livaj	431 W Wilson Ave, Ridgecrest, CA 93555 (314) 702-0504	Y	Craft booth
Mom of Two Heathens Co	3023 Hoyt Pl, Tulare, CA (559) 920-0463	Y	Craft booth
Dippin Dots	969 Carolina Ave., Clovis, CA 93611 (559) 387-8438	Y	Food booth
Sweet Ride	2638 S Woodland, Visalia, CA (559) 909-8948	Y	Food booth
SnoShack Central Valley	2348 W Whitendale Ave. 8TE B, Vis., CA (559) 799-1073	Y	Food booth
Tacos Espinoza	652 E. Date Ave. (559) 560-6974	Y	Food booth
Baja Fish & Shrimp Tacos	1111 N. Patsy Dr. (559) 350-3181	Y	Food booth
Two Mada's	33 W. Putnam Ave. (559) 784-2004	Y	Food booth
Rae's Dogs & Delights	2707 W. Ashland, Visalia, CA 93277 (559) 310-0669	Y	Food booth
Kona Ice	31351 Fritz Dr, Exeter, CA 93221 (559) 804-9060	Y	Food booth
Travelin Toms Coffee	Visalia, CA	Y	Food booth
The Lemonade Yard	37318 95th St. East, Littlerock, CA (661) 816-0398	Y	Food booth
Cosecha Abundante	2450 S Main St (559) 361-2160	Y	Food booth
Stix Churroholics	1201 E Putnam Ave. (559) 789-6766	Y	Food booth

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CITY OF PORTERVILLE

VENDOR/PARTICIPANT LIST IN CONNECTION WITH THE APPLICATION AND AGREEMENT FOR A PERMIT TO HOLD A COMMUNITY CIVIC EVENT OR OTHER ACTIVITY TO BE HELD ON PUBLIC PROPERTY

Name of event: Spring Festival

Sponsoring organization: Porterville Chamber

Location: Downtown Main St. - Putnam to Morton Event date: 4/5/25 Event time: 10am to 3pm

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<u>Vendor name</u>	<u>Address/Telephone</u>	<u>Business License required?</u>	<u>Type of Activity</u>
Bella's Indian Tacos	3510 E. Roosevelt Ave., Visalia, CA 93232 (559) 826-7489	Y	Info booth
Bakersfield Ben & Jerry's	9023 Belmac, Bakersfield, CA 93312 (661) 427-1845	Y	Food booth
Jazzy's Sweet Treats	623 W. Murray Ave., Visalia, CA 93291 (559) 359-0253	Y	Food booth
The Human Bean	PO Box 1330, Templeton, CA 93465 (209) 603-5015	Y	Food booth
Edgar's Honey Bees			
Just a Taste Bake House			
Double Dippin'	Santee, CA 92071 (619) 597-9775	Y	Food booth
OACYS Technology	767 N. Porter Road (559) 781-4123	Y	Info booth
CASA of Tulare County	1146 North Chinowith, Visalia, CA 93291 (559) 625-4007	Y	Info booth

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REQUEST FOR STREET CLOSURES AND PUBLIC PROPERTY USAGE IN CONNECTION WITH THE
APPLICATION AND AGREEMENT FOR A PERMIT TO HOLD A COMMUNITY CIVIC EVENT OR OTHER ACTIVIT
TO BE HELD ON PUBLIC PROPERTY

Sponsoring organization: Porterville Chamber

Event date: 4/5/25

Hours: 10am to 3pm

ATTACH MAP MARKING AREAS TO BE CLOSED OR USED:

street closures 6am to 5pm

4 of 4

Requirements for Community Civic Event

Porterville Chamber

Spring Festival

April 05, 2025

City Engineer:

D. Cervantez

Community Development Director:

C. Calderon

Public Works Director:

M. Knight

Fire Marshal:

C. Dignam

Please see Exhibit C.

Parks and Leisure Services Director:

D. Moore

If electrical outlets are needed, contact staff at least 72 hours prior to event to coordinate outlet locations. Vehicles to remain off the Centennial Park grass.

Police Lieutenant:

M. Azevedo

Please see Exhibit B.

Administrative Service Director:

Y. Andrade

Risk Management requires general commercial liability coverage in the amount of \$2M with the City named as an additional insured. If the event has bounce houses or inflatables, the City would require \$3M in general commercial liability coverage, naming the City as additional insured and waivers must be signed

Field Services Superintendent:

B. Spry

No comments.

Field Services Superintendent – Streets:

J. Baeza

No comments.

Exhibit A, Page 1

Requirements for Community Civic Event

Sponsor: Porterville Chamber
Event: Spring Festival
Event Chairman: Kristy Martin
Location: Downtown Main St.- Putnam to Morton
Date of Event: April 5, 2025 10:00 AM – 3:00 PM

RISK MANAGEMENT: Conditions of Approval

That Porterville Chamber provide a Certificate of Commercial General Liability Insurance Coverage evidencing coverage of not less than \$2,000,000 per occurrence, and having the appropriate Endorsement naming the City of Porterville, its Officers, Employees, Agents and Volunteers as 'Additional Insured' against all claims arising from, or in connection with, the Permitted operation and sponsorship of the aforementioned Community Civic Event.

A. The Certificate shall be signed by an agent authorized to bind insurance coverage with the carrier, and the deductible, if any, shall not be greater than \$1,000.

B. Said insurance shall be primary to the insurance held by the City of Porterville, be with a company having an A.M. Best Rating of no less than A: VII, and the insurance company must be an 'admitted' insurer in the State of California.

CITY OF PORTERVILLE/POLICE DEPARTMENT
Community Civic Event Application

Porterville Chamber Spring Festival
April 05, 2025—5:00 am-5:00 pm

Proposed Conditions/Requirements—Downtown Main Street

- City Council approval is required for all street closures.
- On all streets approved for closure, ensure adequate barricades/barriers are used to warn motorists of non-access and prevent vehicle access to those designated areas.
- If event organizers anticipate the need for removal of parked vehicles from public roadways related to the event, the affected public roadways must be posted with appropriate signage no less than 24 hours in advance of the event. Said signs and associated posting must meet minimum requirements as established by the California Vehicle Code. (Recommend event organizers contact Sgt. Maria Aguillon of the Porterville Police Department/Traffic Unit in order to ensure that signs meet the requirements as established by law or request additional assistance).
- Food vendors should provide inspection certificates from the Tulare County Health Department to members of the organizing committee, to ensure food product safety.
- An Outside Amplifier Permit has been approved and granted, however, event organizers shall not allow music to be played so loud as to unreasonably disturb the peace and good order of any residents or business establishments in the surrounding area.
- At conclusion of event, event organizers shall ensure streets are promptly cleared of any vehicles, equipment, booths or anything that could present a hazard to pedestrians or vehicles traveling through this area.

Mark Azevedo, Lieutenant
Police Department

Exhibit B

**City of Porterville/Fire Department
Community Civic Event Application**

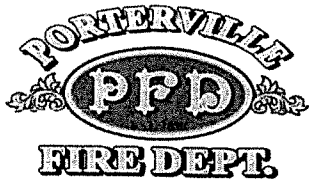
Spring Festival

April 05, 2025, 10:00 a.m. to 3:00 p.m.

Downtown Porterville – Main St. – Putnam to Morton

All spacing for tents, tarps and canopies shall comply with the attached requirements for spacing. All booths using electricity, preparing food, or using a generator shall have at a minimum a 2A:10B,C fire extinguisher that is properly tagged for use. All trailers shall be separated from the towing vehicle and leveled. There shall be a minimum of 12' between units. All food truck/trailers with a fixed extinguishing system shall have a current inspection tag on the system and the required K series extinguisher, along with the 2A:10B, C fire extinguisher.

Clayton Dignam
Fire Marshal



PORTERVILLE FIRE DEPARTMENT

FIRE PREVENTION DIVISION

OUTDOOR FOOD BOOTH REQUIREMENTS

Authority cited: 2019 California Fire Code (CFC)

These standards apply to individual tents, temporary structures, or membrane structures less than 200 square feet in area, and canopies less than 400 square feet in area used as outdoor carnival and fair booths.

A permit is required before any tent or membrane structure larger than 400 square feet can be erected. (California Fire Code 3103.2)

Tents and membrane structures having an area in excess of 400 square feet shall not be erected, operated or maintained for any purpose without first obtaining a permit and approval from the building official and fire code official.

Exceptions:

1. Tents used exclusively for recreational camping purposes.
2. Tents open on all sides which comply with all the following:
 - a. Individual tents having a maximum size of 700 square feet.
 - b. Aggregate area of multiple tents placed side by side without 12 feet clearance, not exceeding 700 square feet total.
 - c. A minimum clearance of 12 feet to all structures and other tents.

Definitions

Cooking Booth – Booth where food is prepared by a heating or cooking process such as, but not limited to, grilling, frying, barbecuing, flambe', deep fat frying, baking, warming, or boiling. **Deep fat frying** – Any cooking operation or process whereby the product floats or is submerged in hot oil during the cooking process.

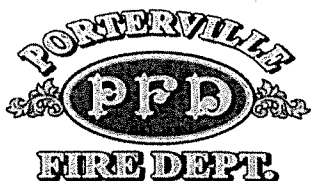
Vendor Booth – Any booth other than a cooking booth.

Cooking Booth Construction and Location

- All fabrics or membranes covering cooking booths shall be California State Fire Marshal certified flame retardant and be labeled as such.
- Decorative materials shall be inherently fire resistive or shall be treated with a fire-retardant spray.
- Flooring materials used within cooking booths and cooking equipment shall be non-combustible or California State Fire Marshal certified fire-retardant. (*Exception 3/8" plywood or similar material.*)
- Each cooking booth shall have at least one exit-way, a minimum 3' wide and 6'8" high. Booth frames shall not obstruct exit paths.
- Cooking booths shall have a minimum clearance of 10' on at least two sides with clearance of at least 10' from any vendor booth.
- Minimum 12' separation required between cooking booths with an aggregate size of 400 sq.ft. with sides, or 700 sq.ft. without sides.

Cooking Equipment

- All interior cooking equipment shall be of an approved type, and open-flame cooking shall be located a minimum of 18" from booth back/side drop materials.
- Compressed gas (butane, propane, or natural) equipment shall conform to the following:
 - Shut off valves shall be provided at each fuel source;
 - Cooking appliances shall have an ON-OFF valve located far enough away from the appliance to be safely shut off in case of fire;
 - Manufactured cooking appliances shall be equipped with a Thermocouple Valve to shut off fuel if flame is extinguished;
 - The booth operator shall test all connections for leaks with soap and water solution;
 - Fuel tanks shall be protected from damage and secured in an upright position;
 - Hoses shall be of a type approved for use with the equipment and fuel type;
 - Tanks not in use shall be turned off;
 - Extra fuel tanks shall not be stored in booths;
 - Unused fuel cylinders shall be stored in a secured position.



PORTERVILLE FIRE DEPARTMENT

FIRE PREVENTION DIVISION

Wood, Charcoal (Solid Fuels) Cooking

- Use only an electric starter or commercially sold lighter fluid.
- Charcoal cooking and storage of lighter fluid is prohibited inside booths.
- Charcoal cooking shall be located a minimum of ten **10'** away from booths and in areas away from public access.
- Charcoal cooking shall be located at least ten **10'** away from combustible structures and parked vehicles.
- Coals shall be disposed of in metal containers with lids approved by the Fire Marshal.

Deep Fat Frying, Flambé, and Wok

- Deep fat frying, flambé, and wok shall be located **no closer than 18"** from any combustible material.
- Cooking areas shall not be accessible to the public.
- Deep fat frying equipment shall be equipped with a temperature regulating device or other method of regulating temperatures approved by the Fire Marshal.
- Separation shall be maintained with a minimum of **3'** clearance between deep fat frying and flambé or open flame cooking.

Vendor Booth Construction and Location

- Each vendor booth shall have at least one exit-way, a minimum of **3'** wide by **6'8"** high. Booth frames shall not obstruct exit paths.
- Vendor booths shall have a minimum clearance of **20'** on at least one side, with clearance of at least **10'** from any cooking booth.

Electrical Power

- Generators shall be placed only in locations approved for festival use.
- Generators shall not be refueled during event hours. Extra fuel shall not be stored during event hours.
- Smoking and open flames shall be prohibited within **25'** of refueling operations.
- Extension cords shall be of a grounded type and approved for exterior use.

Fire Extinguishers

- Each cooking booth shall be equipped with a fire extinguisher with a minimum rating of **2A: 10BC**. Booths with deep fat frying or flambé cooking shall be equipped with an extinguisher rated for **class "K" fires**.
- Cooking booths shall be equipped with visible and accessible fire extinguishers mounted adjacent to the exit.
- For vendor booths, the maximum travel distance to a fire extinguisher with a minimum rating of **2A: 10BC** shall not exceed **75'**.
- Each generator shall be provided with a fire extinguisher with a minimum **40BC** rating. The extinguisher shall be located near the generator and accessible at all times.
- All fire extinguishers shall be serviced and tagged annually by a State-licensed contractor.

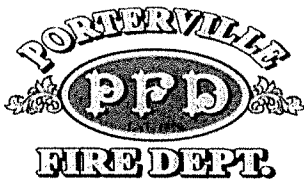
Miscellaneous

- The Porterville Fire Department shall be provided with a site plan showing emergency access.
- All booths are subject to inspection by the Fire Department and any discrepancies will require immediate action.
- All cooking areas shall be cleaned regularly to prevent the build-up of grease.
- There shall be a competent adult in cooking booths at all times to ensure safety.
- Seating shall be a minimum of **15'** from booths with open flame devices or cooking appliances.
- The Fire Department shall be provided with a telephone number of the responsible party to contact in case of emergency on a 24 hour basis.

Fire Safety Tips

- Know where fire extinguishers are and how to use them.
- Do not leave cooking unattended.
- Do not wear loose-fitting clothing while cooking.
- Remove trash accumulation regularly.
- Keep combustible materials away from heat sources.
- **In case of an emergency dial 9-1-1.**

The attached "Food Booth Vendor Agreement" must be on site at all times and presented upon request of any Porterville Fire Department Personnel.



Cooking Booth Vendor Agreement

Booth/Space # _____ Business Name _____
On Site Contact Name _____ Contact Phone # _____

Cooking Booth Construction and Location

1. Tents, canopies, and decorative material shall be inherently flame-resistive and proof of certification shall be on site at all times.
2. Cooking booth floors may be concrete, asphalt, or plywood over grass and dirt.
3. An emergency access of 36" shall be maintained between the back of each cooking booth and any fencing at all times. **NO EXCEPTIONS.**

Cooking Equipment

1. Cooking with charcoal, wood, or other solid fuel shall be located a minimum of 10' away from booths, canopies, combustible material or any public access.
2. Deep fat frying shall be located a minimum of 3' away from booths, canopies, open flame cooking, combustible material or any public access.
3. Any open flame cooking shall be located a minimum of 18" away from any vertical surface, combustible material or any public access.
4. Extra fuel tanks shall **NOT** be stored in booths or within 5' of cooking equipment.
5. All cooking, gas powered, or electrically energized equipment shall meet manufacturer specifications and shall be free of excess cooking oils or any other combustible materials.

Miscellaneous

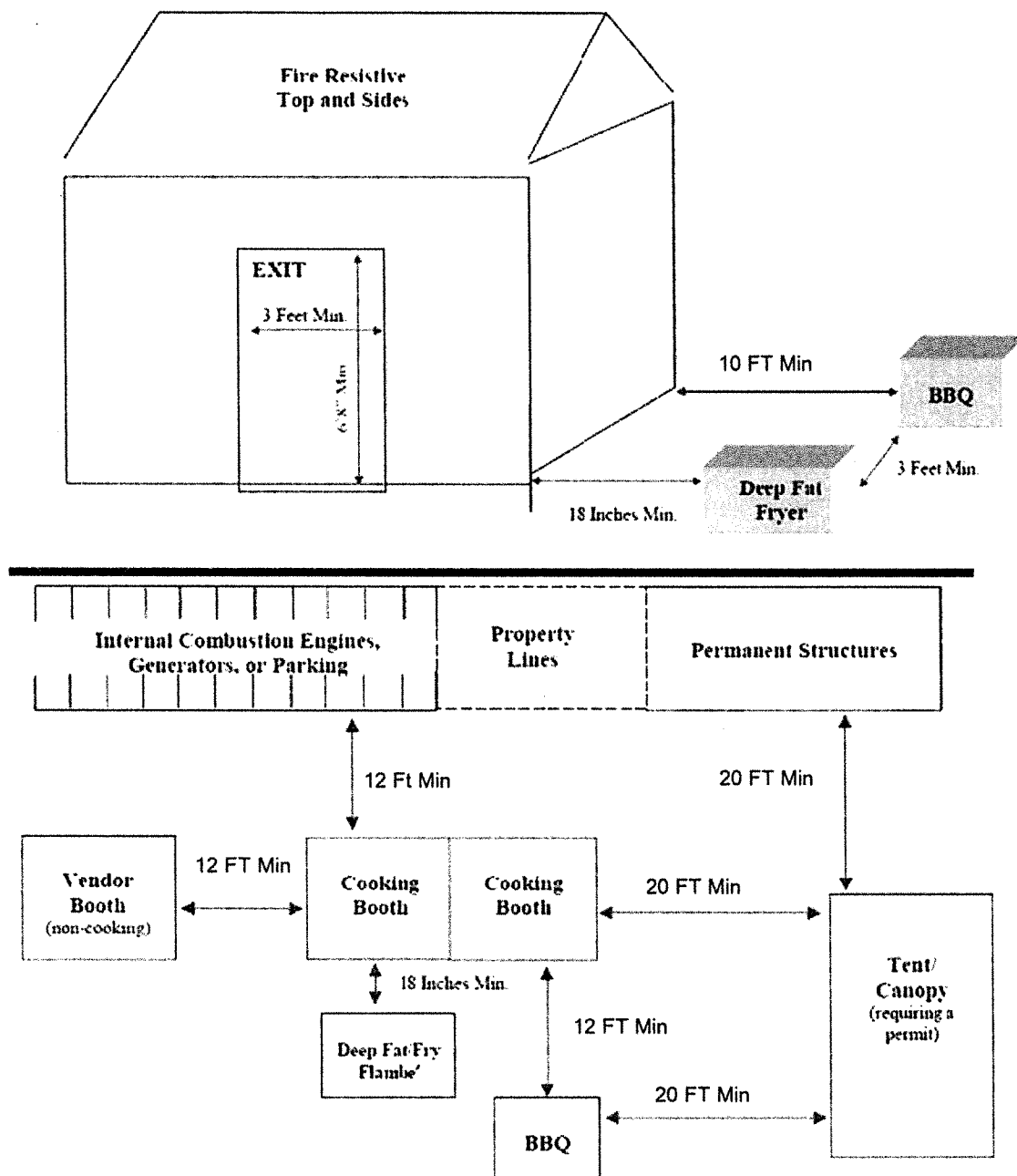
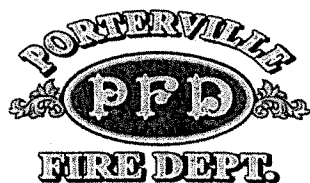
1. A visible and accessible, 2A:10BC fire extinguisher with a current (within the last 12 months) State Fire Marshall tag must be provided within 20' of travel in all cooking areas.
2. A visible and accessible Class K portable fire extinguisher with a current (within the last 12 months) State Fire Marshall tag must be provided in all cooking areas with deep fat frying.
3. All cooking areas shall be cleaned regularly to prevent build-up of combustible substances.
4. Extension cords shall be of a grounded type, approved for exterior use, and in good working order.
5. Smoking is not allowed at any time within food booths or within 25' of any fuel source.
6. Specialized cooking equipment is subject to approval by the Fire Marshal.

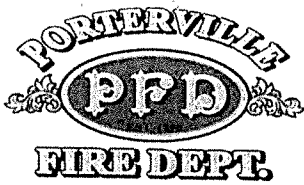
Additional Requirements:

The Porterville Fire Department has established these requirements in accordance with the California Fire Code. Your cooperation is required to maintain a high level of fire safety throughout the event. All booths are subject to fire department inspection prior to and at any time during the event. Any discrepancies to the above requirements or any conditions considered a threat to fire and life safety by the Fire Inspector may result in the immediate cessation of cooking.

By signing below, I acknowledge that I have read and agree to comply with all requirements of this contract.

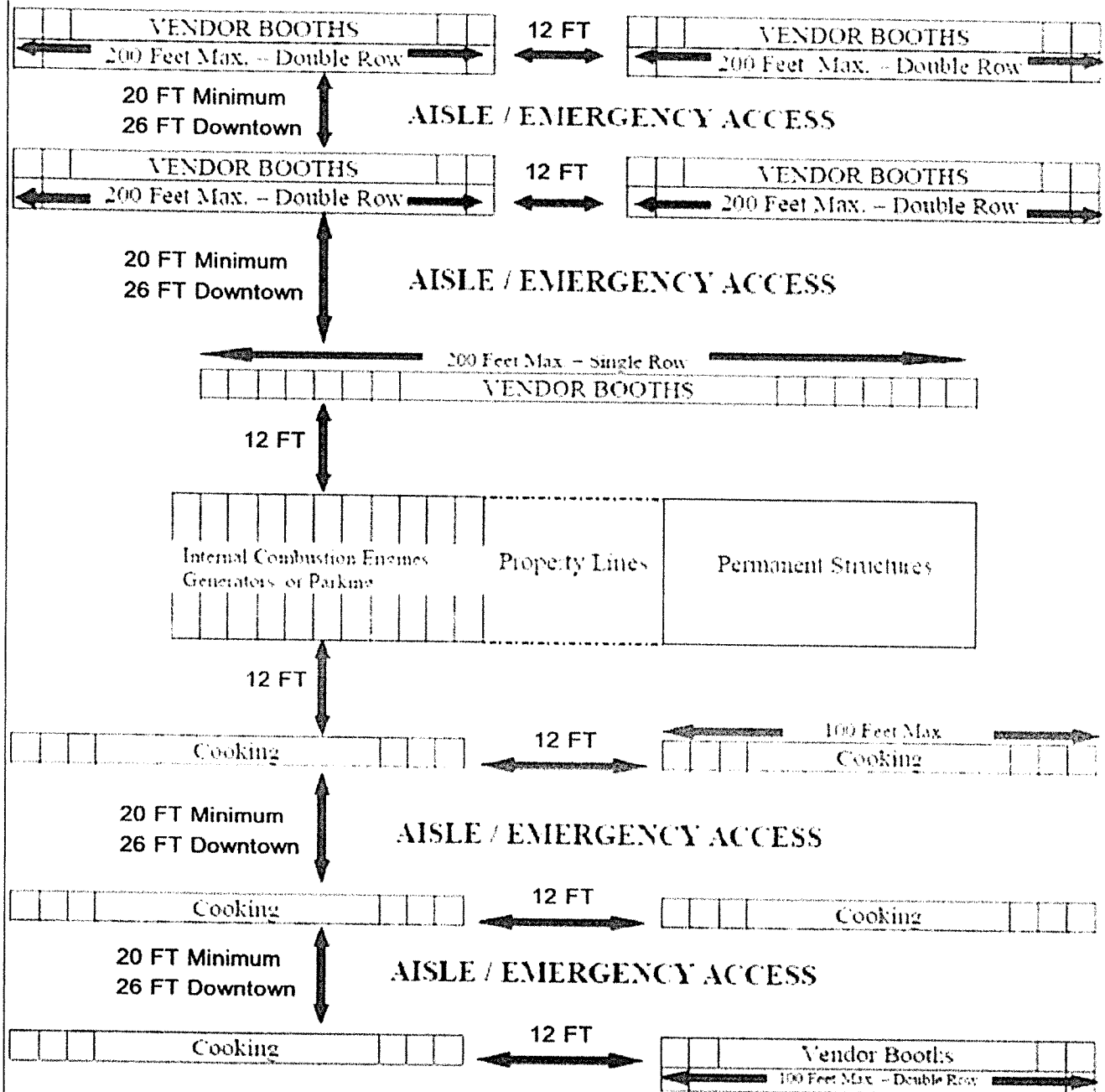
Signature _____ Date _____





PORTERVILLE FIRE DEPARTMENT

FIRE PREVENTION DIVISION



*Note: Cooking booths are limited to single rows only. Back-to-back rows are not permitted. Maximum overall length of individual rows is 100 feet with aggregate spacing throughout.

**Note: Aggregate area of multiple tents placed side by side without 12 feet clearance shall not exceed 400 square feet with sides, or 700 square feet without sides. A minimum clearance of 12 feet to all structures and other tents is required.

***Note: Maximum overall row length distances listed, or shown above, shall meet spacing requirements for aggregate size restrictions

CITY OF PORTERVILLE
OUTSIDE AMPLIFIER PERMIT
(City Ordinances #18-9 & 18-14)



This application must be submitted ten (10) days prior to the date of the event. A copy of this permit must be at the operating premises of the amplifying equipment for which this registration is issued.

- 1 Name and home address of the applicant: Porterville Chamber
93 N. Main St., Suite A, Porterville, CA 93257
- 2 Address where amplification equipment is to be used: Main St. (Centennial Park)
- 3 Names and addresses of all persons who will use or operate the amplification equipment: DJ Swift Various Chamber volunteers
- 4 Type of event for which amplification equipment will be used: Spring Festival
- 5 Dates and hours of operation of amplification equipment: 4/5/25 10:00am to 3:00pm
- 6 A general description of the sound amplifying equipment to be used: Speakers, DJ set up, PA system for announcing

Section 18-9

It shall be unlawful for any person within the city to use or operate or cause to be operated or to play any radio, phonograph, jukebox, record player, loudspeaker, musical instrument, mechanical device, machine, apparatus, or instrument for intensification or amplification of the human voice or any sound or noise in a manner so loud as to be calculated to disturb the peace and good order of the neighborhood or sleep of ordinary persons in nearby residences or so loud as to unreasonably disturb and interfere with the peace and comfort of the occupants of nearby residences.

The operation of any such instrument, phonograph, jukebox, machine or device in such manner as to be plainly audible at a distance of one hundred feet (100') from the building, structure, vehicle, or place in which, or on which it is situated or located shall be prima facie evidence of a violation of this section. (Ord. Code § 6311)

Section 18-14

It shall be unlawful for any person to maintain, operate, connect, or suffer or permit to be maintained, operated, or operated, or connected any or sound amplifier in such a manner as to cause any sound to be projected outside of any building or out of doors in any part of the city, except as may be necessary to amplify sound for the proper presentation of moving picture shows, or exhibiting for the convenient hearing of patrons within the building or enclosure in which the show or or exhibition is given, without having first procured a permit from the chief of police, which permit shall be granted at the will of the chief of police upon application in writing -therefore, but which permit, when granted, shall be revocable by the city council whenever any such loudspeaker or sound amplifier shall by the council be deemed objectionable, and any such permit may be so revoked with or without notice, or with or without a formal hearing, at the option of the council, and in the event of the revocation of any such permit, the same shall not be renewed, except upon application as the first instance. (Ord. Code § 6312)

Penal Code Section 415 (2) Any of the following persons shall be punished by imprisonment in the county jail for a period of not more than 90 days, a fine of not more than four hundred dollars (\$400), or both such imprisonment and fine: (2) Any person who maliciously and willfully disturbs another person by loud and unreasonable noise.

I hereby certify that I have read and answered all statements on this registration form and that they are true and correct.

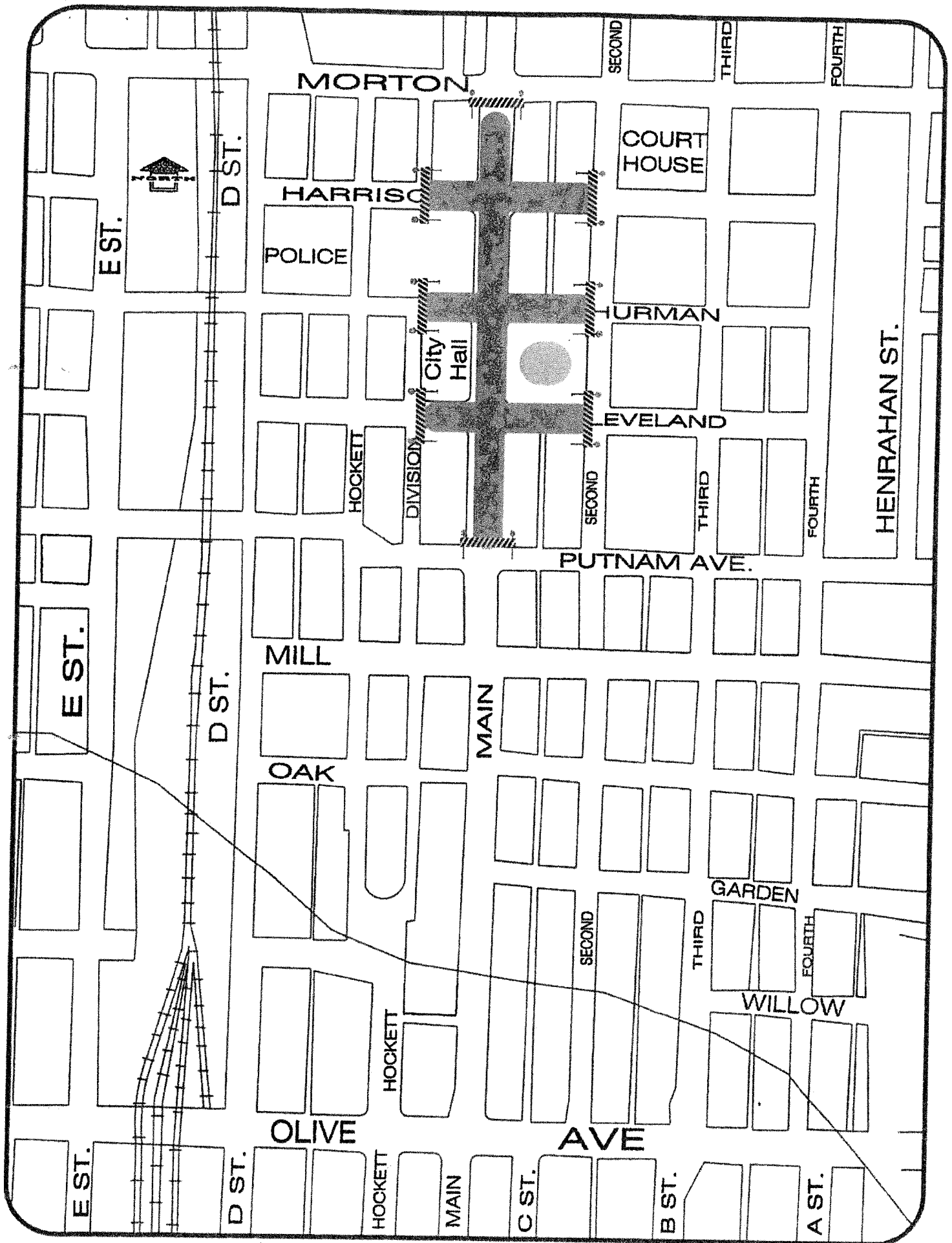
K. K. K.
Signature of Applicant

02/07/2025
Date

THIS OUTSIDE AMPLIFIER PERMIT HAS BEEN APPROVED. HOWEVER, WE URGE YOU TO REMAIN CONSIDERATE OF THE GENERAL PEACE AND ORDER OF THE NEIGHBORS IN THE AREA. FAILURE TO ABIDE BY THESE REGULATIONS CAN RESULT IN REVOCATION OF THE PERMIT.

Mark Azevedo, Lieutenant
City of Porterville, Chief of Police/Designee

02/24/25
Date





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
2/19/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Walter Mortensen Insurance P.O. Box 1960 Porterville, CA 93258	CONTACT NAME: Daren Griswold PHONE (A/C, H/o, Ext): 559-781-5200 E-MAIL ADDRESS: dg@wmi.cc FAX (A/C, No): 559-781-3229														
INSURED Porterville Chamber of Commerce 93 N Main Street Porterville, CA 93257	<table border="1"><thead><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A: Fireman's Fund Insurance Company</td><td>21873</td></tr><tr><td>INSURER B: Axis Insurance Company</td><td>37273</td></tr><tr><td>INSURER C:</td><td></td></tr><tr><td>INSURER D:</td><td></td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></tbody></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Fireman's Fund Insurance Company	21873	INSURER B: Axis Insurance Company	37273	INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Host Liquor Liability GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	☒	UST022072230 NAEP125425	4/5/2025	4/6/2025	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES \$ 50,000 MEDICAL EXPENSE \$ 1,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COM/OP AGG \$ 4,000,000
A	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	☐ Y/N ☒ N/A				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

Additional Insured: City of Porterville

CERTIFICATE HOLDER

CANCELLATION

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

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Joseph Guerrero

Certificate Number: NAEP125425

Policy Number: UST022072230

Effective Dates: 4/5/2025 12:01am to 4/6/2025 12:01am

Additional Insured - Person, Organization or other Entity

600002STEP 09 12

Policy Amendment(s) Commercial General Liability

This endorsement modifies insurance provided under the following:

Commercial General Liability Coverage Part

Schedule

Name of Additional Insured Person(s) or Organization(s) or other Entity(ies)

City of Porterville

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II - Who Is An Insured is amended to include as an insured the person, organization or other entity shown in the Schedule above but only to the extent that **bodily injury, property damage or personal and advertising injury** is caused by the sole negligence of the Memorandum of Insurance holder.

Any Additional Insured Person(s) or Organization(s) or other Entity(ies) covered under this policy is subject to the policy forms, terms, conditions, exclusions, limitations and provisions.

This Endorsement is otherwise subject to all the terms, conditions, exclusions, limitations, and provisions of the policy to which it is attached.

This Form must be attached to Change Endorsement when issued after the policy is written.

One of the Fireman's Fund Insurance Companies as named in the policy

Secretary



President



CITY OF PORTERVILLE
PARKS & LEISURE SERVICES DEPARTMENT
REQUEST FOR USE OF BUILDINGS



PLEASE PRINT CLEARLY – PRESS HARD

FACILITY REQUESTED:

☐ Library Community Room
☐ Sports Complex Concession Stand

☐ Hayes Field Concession Stand
☐ Pool Concession Stand

☒ Centennial Plaza
☐ Santa Fe Depot

Type of Event: Spring Festival Date of Event: 4/5/25 Time: 10:00 am To: 3:00 pm

Amplified Equipment/Music: ☒ Yes ☐ No Estimated Number of People in Attendance: varied

* * * * *

Name: Kristy Martin

Home Address: 93 N. Main St. Suite A City: Porterville Zip code: 93257

Phone: Home: (559) 784-7502 Cell No.: (559) 310-6210 Email: kristy@portervillechamber.org

Is this request for an Organization: ☒ Yes ☐ No Organization: Porterville Chamber of Commerce

Applicant hereby agrees to hold the City of Porterville, their employees, agents and officers free and harmless from any loss, damage, liability, cost or expense that may arise during or be caused in any way by such use or occupancy of said facilities. The applicant agrees to furnish such liability or other insurance for the protection of the public and the City, as the City shall require. Applicant agrees to leave the facility in the same condition as found before use. Any damages, misuse or destruction of City property or equipment is the responsibility of the applicant. Applicant agrees to reimburse City for all charges. The CITY OF PORTERVILLE does not provide accident, medical, liability or any other insurance for facility users. **Refunds will be granted as follows No Show – No Refund. More than (2) business days cancellation notice – 100% of fee returned. Less than (2) business days cancellation notice – 90% of fee returned with a 10% penalty.** In order to obtain a refund you must first fill out a request form and submit it to Parks & Leisure Services. In the event staff is taking photos of the park and/or the recreational activities it affords on the day of my event, I give my permission for the City to use said photos in promotional materials. I have read, understand and agree to the rules and regulations that are listed on this form.

SIGNATURE:  DATE: 02/07/2025

FOR OFFICE USE ONLY

APPROVED: _____ RENTAL CHARGE: _____ RECEIVED BY: _____ DATE: _____

POLICE DEPT: _____ DATE: _____ SUPERVISOR FEE: _____ RECEIVED BY: _____

SPECIAL DEPARTMENT NOTATIONS: _____

_____ Reservation # _____

256 EAST ORANGE AVENUE, PORTERVILLE, CA 93257, PHONE (559) 791-7695
FAX (559) 791-7699, Park/facility information available @ www.ci.porterville.ca.us

 Find us on Facebook search: City of Porterville Parks & Leisure Services

SEE BACK PAGE FOR RULES, REGULATIONS AND POLICIES

CITY OF PORTERVILLE
OUTSIDE AMPLIFIER PERMIT
(City Ordinances #18-9 & 18-14)



This application must be submitted ten (10) days prior to the date of the event. A copy of this permit must be at the operating premises of the amplifying equipment for which this registration is issued.

- 1 Name and home address of the applicant: Porterville Chamber
93 N. Main St., Suite A, Porterville, CA 93257
- 2 Address where amplification equipment is to be used: Main St. (Centennial Park)
- 3 Names and addresses of all persons who will use or operate the amplification equipment: DJ Swift Various Chamber volunteers
- 4 Type of event for which amplification equipment will be used: Spring Festival
- 5 Dates and hours of operation of amplification equipment: 4/5/25 10:00am to 3:00pm
- 6 A general description of the sound amplifying equipment to be used: Speakers, DJ set up, PA system for announcing

Section 18-9

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The operation of any such instrument, phonograph, jukebox, machine or device in such manner as to be plainly audible at a distance of one hundred feet (100') from the building, structure, vehicle, or place in which, or on which it is situated or located shall be prima facie evidence of a violation of this section. (Ord. Code § 6311)

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Penal Code Section 415 (2) Any of the following persons shall be punished by imprisonment in the county jail for a period of not more than 90 days, a fine of not more than four hundred dollars (\$400), or both such imprisonment and fine: (2) Any person who maliciously and willfully disturbs another person by loud and unreasonable noise.

I hereby certify that I have read and answered all statements on this registration form and that they are true and correct.


Signature of Applicant

02/07/2025

Date

THIS OUTSIDE AMPLIFIER PERMIT HAS BEEN APPROVED. HOWEVER, WE URGE YOU TO REMAIN CONSIDERATE OF THE GENERAL PEACE AND ORDER OF THE NEIGHBORS IN THE AREA. FAILURE TO ABIDE BY THESE REGULATIONS CAN RESULT IN REVOCATION OF THE PERMIT.

City of Porterville, Chief of Police/Designee

Date



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
2/19/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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PRODUCER Walter Mortensen Insurance P.O. Box 1960 Porterville, CA 93258	CONTACT NAME: Daren Griswold	
	PHONE (A/C, No, Ext): 559-781-5200 FAX (A/C, No): 559-781-3229	
INSURED Porterville Chamber of Commerce 93 N Main Street Porterville, CA 93257	E-MAIL ADDRESS: dg@wmi.cc	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Fireman's Fund Insurance Company	NAIC # 21873
	INSURER B: Axis Insurance Company	37273
	INSURER C:	
	INSURER D:	
INSURER E:		
INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Host Liquor Liability GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:	☒		UST022072230 NAEP125425	4/5/2025	4/6/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES \$ 50,000 MEDICAL EXPENSE \$ 1,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000
A	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	☐ Y ☐ N	N/A				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

Additional Insured: City of Porterville

CERTIFICATE HOLDER

City of Porterville

291 N. Main Street
Porterville, CA 93257

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Joseph Guerrero

Certificate Number: NAEP125425

Policy Number: UST022072230

Effective Dates: 4/5/2025 12:01am to 4/6/2025 12:01am

Additional Insured - Person, Organization or other Entity
600002STEP 09 12

Policy Amendment(s) Commercial General Liability

This endorsement modifies insurance provided under the following:

Commercial General Liability Coverage Part

Schedule

Name of Additional Insured Person(s) or Organization(s) or other Entity(ies)
City of Porterville

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II - Who Is An Insured is amended to include as an insured the person, organization or other entity shown in the Schedule above but only to the extent that **bodily injury, property damage or personal and advertising injury** is caused by the sole negligence of the Memorandum of Insurance holder.

Any Additional Insured Person(s) or Organization(s) or other Entity(ies) covered under this policy is subject to the policy forms, terms, conditions, exclusions, limitations and provisions.

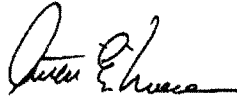
This Endorsement is otherwise subject to all the terms, conditions, exclusions, limitations, and provisions of the policy to which it is attached.

This Form must be attached to Change Endorsement when issued after the policy is written.

One of the **Fireman's Fund Insurance Companies** as named in the policy



Secretary



President

CITY OF PORTERVILLE

REQUEST FOR STREET CLOSURES AND PUBLIC PROPERTY USAGE IN CONNECTION WITH THE APPLICATION AND AGREEMENT FOR A PERMIT TO HOLD A COMMUNITY CIVIC EVENT OR OTHER ACTIVITY TO BE HELD ON PUBLIC PROPERTY

Name of event: Spring Festival

Sponsoring organization: Porterville Chamber

Event date: 4/5/25

Hours: 10am to 3pm

ATTACH MAP MARKING AREAS TO BE CLOSED OR USED:

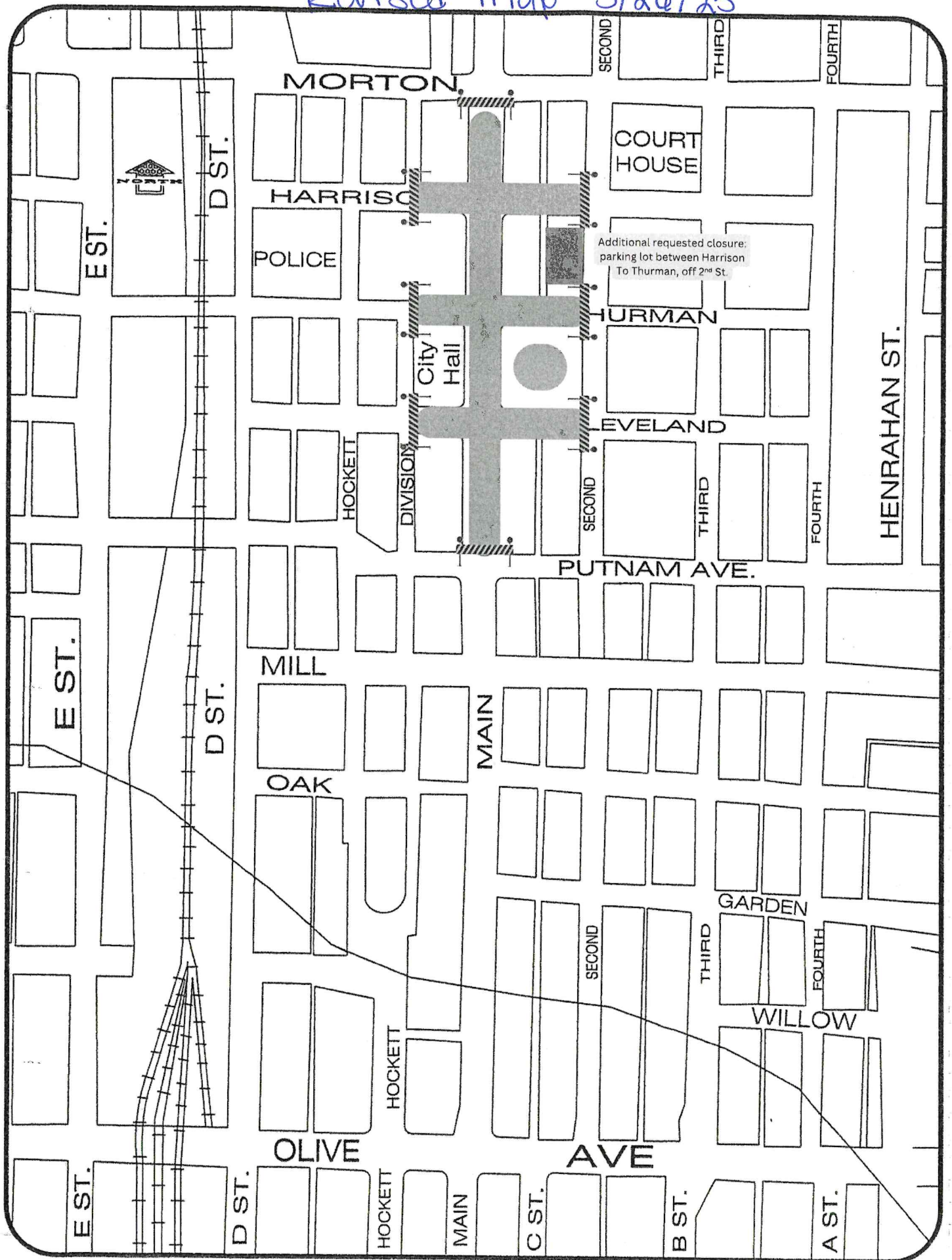
street closures 6am to 5pm

Closed			
<u>Street Name</u>	<u>From which Street</u>	<u>To which Street</u>	<u>Activity</u>
Main St.	Morton	Putnam	Vendor booths, car show
Harrison, Thurman, Cleveland	Division	Second St.	Vendor Booths
Parking Lot behind Spin Cycle along 2nd St.	Harrison	Thurman	Cars for car show + no access with streets closed to 2nd this year

<u>Sidewalks</u>	<u>From which sidewalk</u>	<u>To which sidewalk</u>	<u>Activity</u>
Main St.	Morton	Putnam	vendor booths

<u>Parking lots and spaces</u>	<u>Location</u>	<u>Activity</u>
--------------------------------	-----------------	-----------------

Revised Map 3/26/25





CITY COUNCIL AGENDA – APRIL 1, 2025

SUBJECT: Approval of Community Civic Event - Children's Miracle Network - City Color Run/Walk - April 26, 2025

SOURCE: Finance

COMMENT: The Children's Miracle Network is requesting approval to hold the "City Color Run/Walk" event on Saturday, April 26, 2025, at Veterans Park, from 10:00 AM to 2:00 PM. The Children's Miracle Network is requesting the use of the perimeter around Veterans Park, walking trail and the sidewalks on West Morton Avenue, from North Prospect Street to North Newcomb Street, and North Newcomb Street, from West Morton Avenue to West Henderson Avenue, as outlined in the attached map. The sponsor is also requesting Police and Fire volunteers for the event. This event will benefit the Children's Miracle Network. An outside amplifier permit has been approved from 10:00 AM to 2:00 PM.

This request is made under the Community Civic Events Ordinance No. 1326, as amended. The application has been routed according to the Ordinance regulations and reviewed by all City departments involved. All requirements and restrictions are listed on the attached Application and Agreement, Exhibit A, Exhibit B, Exhibit C and Outside Amplifier Permit.

RECOMMENDATION: That the City Council approve the Community Civic Event Application submitted by the Children's Miracle Network to hold the "City Color Run/Walk" event on Saturday, April 26, 2025, subject to the requirements and restrictions contained in the Application and Agreement, Exhibit A, Exhibit B, Exhibit C and Outside Amplifier Permit.

ATTACHMENTS:

1. CCE Application and Agreement, Exhibit A, Exhibit B, Exhibit C, Outside Amplifier Permit, Map, and Certificate of Liability Insurance

Appropriated/Funded:

Review By:

Department Director:

Janie Rodriguez, Finance Director

Final Approver: Jason Ridenour, Interim City Manager

CITY OF PORTERVILLE

291 N. Main Street, Porterville, CA 93257
559-782-7451 Fax: 784-4569 www.ci.porterville.ca.us



(Incomplete applications can delay permit process)

APPLICATION AND AGREEMENT FOR A PERMIT TO HOLD A COMMUNITY CIVIC EVENT OR OTHER ACTIVITY TO BE HELD ON PUBLIC PROPERTY

DO YOU HAVE? Event Flyer? E-mail address? Website?
Application date: 2-20-25 Event date: 4-24-25
Event time: 10:00 - 2:00

Name of Event: City Color Run

Sponsoring organization: Valley Childrens Miracle Phone # 559-353-3000

Address: 9300 Valley Childrens Pl., Madera CA 93634

Authorized representative: Abby Minong Phone # 559-353-8698

Address: 9300 Valley Childrens Blvd

Event chairperson: Jason Gurrola Phone # 559-853-9204

1300 S. F. St

Location of event Veterans Park

(Location map must be attached)

Description of event: 3K Color Fun Run / Walk

Purpose of event: Fundraiser for Childrens Miracle Network

Non-profit organization status: Active # 87-0387205

(IRS Determination)

City services requested (fees associated with these services will be billed separately):

Barricades (quantity): 0 Street sweeping Yes No ✓

Police protection Yes No ✓ Refuse pickup Yes No ✓

Other: Asking for Police and Fire Volunteers

Parks facility application required: Yes ✓ No Attached

Assembly permit required: Yes ✓ No ✓ Attached

STAFF COMMENTS (list special requirements or conditions for event):

Appr. Deny

_____	_____	Bus. Lic. Spvr.	_____
_____	_____	Pub. Works Dir	_____
_____	_____	Comm. Dev. Dir.	_____
_____	_____	Field Svcs. Mgr.	_____
_____	_____	Fire Chief	_____
_____	_____	Parks Dir.	_____
_____	_____	Police Chief	_____
_____	_____	Risk Manager	_____

CITY OF PORTERVILLE

APPLICATION AND AGREEMENT FOR A PERMIT TO HOLD A COMMUNITY CIVIC EVENT OR OTHER ACTIVITY TO BE HELD ON PUBLIC PROPERTY

What constitutes a Community Civic Event?

A non-profit organization wishes to sponsor an event that is open to the community at large and will utilize public property. Most of the time, Community Civic Events require street or sidewalk closures. This application must be submitted **NO LESS THAN 30 DAYS PRIOR** to the date of the event in order to obtain City Council approval.

All City Code requirements are described in ordinance 15-20 (e) 1-23 and as amended in ordinance 1613. For a full description please visit our City of Porterville website at www.ci.porterville.ca.us/govt/CityClerk/, Porterville Municipal Codes. For questions or concerns please call 559-782-7451 or 559-782-7457. Any person who violates the provisions in this code, shall be deemed guilty of either a misdemeanor or an infraction, with penalties of one hundred (\$100) for the first violation.

Liability insurance: The sponsoring organization/applicant agrees to provide and keep in force during the term of this permit a policy of liability and property damage insurance against liability for personal injury, including accidental death, as well as liability for property damage which may arise in any way during the term of this permit. The sponsoring organization/applicant's insurance coverage shall apply as primary to, and on a non-contributory basis with, any other available coverage of the City. The City of Porterville and Successor Agency to the Porterville Redevelopment Agency shall be named as additional insured. A Certificate of Liability Insurance and Additional Insured Endorsement sample forms are enclosed for your convenience. This original certificate and endorsement shall be submitted to the Finance Department with the application. The council shall condition the granting of a CCE permit upon the sponsoring entity's filing with the council a policy of public liability insurance in which the city has been named as insured or coinsured with the permittee. The policy of insurance shall insure the city, its officers, and its employees against all claims arising out of, or in connection with, the issuance of the CCE permit or the operation of the permittee or its agents or representatives, pursuant to the permit. The policy of insurance shall provide coverage of no less than two million dollars (\$2,000,000.00) per occurrence of bodily injury and property damage, combined single limit. (Ordinance 15-20(e) 18)

JG Authorized Representative Initial

Alcohol liability insurance: Organization/Applicant will obtain an alcohol permit if any alcoholic beverages are to be served. The insurance policy shall be endorsed to include full liquor liability in an amount not less than one million dollars (\$1,000,000) per occurrence. The City of Porterville shall be named as additional insured against all claims arising out of or in connection with the issuance of this permit or the operation of the permitted, his/her agents or representatives pursuant the permit. Claims-made policies are not acceptable.

NA Authorized Representative Initials

Health permit: Organization/Applicant will obtain or ensure that all participants obtain a 'Temporary Food Facilities' permit(s) from the Tulare County Public Health Department, if any food is to be served in connection with this Community Civic Event. To contact the Tulare County Environmental Health Department located at 5957 S. Mooney Blvd., Visalia, CA, 93277, call 559-733-6441, or fax information to 559-733-6932; or visit their website: www.tularehhsa.org.

NA Authorized Representative Initials

First aid station: Organization/Applicant will establish a first aid station, with clearly posted signs, to provide basic emergency care, such as ice/hot packs, bandages, and compresses.

JG Authorized Representative Initials

Toilet rental service: Applicant shall have care, custody and control of the equipment and shall bear responsibility and liability for all loss and damage to the equipment and for its contents while at the City's location. Applicant shall not overload, move or alter the equipment and shall use the equipment for its intended purpose. Applicant shall be responsible for any damages to City's property resulting from company's provision of services hereunder. Applicant shall confirm with the service company the number of portable toilets, standard and handicap, and wash sinks needed for the number of expected attendees.

NA Authorized Representative Initials

Agreement: The sponsoring organization/applicant agrees to comply with all provisions of the Community Civic Event Ordinance 15-20(e), as amended, and the terms and conditions set forth by City Council and stated in Exhibit 'A.' The sponsoring organization/applicant agrees, during the term of this permit, to secure and hold the City free and harmless from all loss, liability, and claims for damages, costs and charges of any kind or character arising out of, relating to, or in any way connected with his/her performance of this permit. Said agreement to hold harmless shall include and extend to any injury to any person or persons, or property of any kind whatsoever and to whomever belonging, including, but not limited to, said organization/applicant, and shall not be liable to the City for any injury to persons or property which may result solely or primarily from the action or non-action of the City or its directors, officers, or employees. Approval of the Community Civic Events Permit by the Porterville City Council pertains only to authorized activities conducted at designated locations within the incorporated area of the City of Porterville, and such approval shall not be construed or interpreted to authorize sponsor utilization of public right-of-ways outside of the jurisdiction of the City of Porterville.

Wal-Mart DC

(Name of Organization)

(Signature)

2-20-25

(Date)

VENDOR/PARTICIPANT LIST IN CONNECTION WITH THE APPLICATION AND
AGREEMENT FOR A PERMIT TO HOLD A COMMUNITY CIVIC EVENT OR OTHER ACTIVITY
TO BE HELD ON PUBLIC PROPERTY

Location: Veterans Park Event date: 4-24-25 Event time: 10:00

[illegible]

3 of 4

CITY OF PORTERVILLE

REQUEST FOR STREET CLOSURES AND PUBLIC PROPERTY USAGE IN CONNECTION WITH THE APPLICATION AND AGREEMENT FOR A PERMIT TO HOLD A COMMUNITY CIVIC EVENT OR OTHER ACTIVITY TO BE HELD ON PUBLIC PROPERTY

Name of event: City Color Run

Sponsoring organization: Wal-Mart DC

Event date: 4-26-25 Hours: 10:00-2:00

ATTACH MAP MARKING AREAS TO BE CLOSED OR USED:

Closed

<u>Street Name</u>	<u>From which Street</u>	<u>To which Street</u>	<u>Activity</u>
<u>@ Veterans Park</u>			

<u>Sidewalks</u>	<u>From which sidewalk</u>	<u>To which sidewalk</u>	<u>Activity</u>
<u>N. NewComb</u>	<u>N. Newcomb</u>	<u>W. Morton</u>	
<u>W. Morton</u>	<u>W. Morton</u>	<u>N. Necomb</u>	

<u>Parking lots and spaces</u>	<u>Location</u>	<u>Activity</u>
<u>NONE</u>		

Requirements for Community Civic Event

Valley Children's Miracle Network

City Color Run

April 26, 2025

City Engineer:

D. Cervantez

Community Development Director:

C. Calderon

Public Works Director:

M. Knight

Fire Marshal:

C. Dignam

See Exhibit C

Parks and Leisure Service Director:

D. Moore

Parks has been contacted by event coordinator and is working out logistics.

Police Lieutenant:

M. Azevedo

See Exhibit B

Administrative Service Director:

Y. Andrade

The certificate of liability and endorsement are sufficient for the proposed event. All participants must sign waiver and agreement form.

Field Services Superintendent-Refuse:

B. Spry

No comments.

Field Services Superintendent-Streets:

J. Baeza

No comments.

Requirements for Community Civic Event

Sponsor: Valley Children's Miracle
Event: City Color Run
Event Chairman: Jason Gurrola
Location: Veterans Park
Date of Event: April 26, 2025 (10:00 AM – 2:00 PM)

RISK MANAGEMENT: Conditions of Approval

That Valley Children's Miracle provide a Certificate of Commercial General Liability Insurance Coverage evidencing coverage of not less than \$2,000,000 per occurrence, and having the appropriate Endorsement naming the City of Porterville, its Officers, Employees, Agents and Volunteers as 'Additional Insured' against all claims arising from, or in connection with, the Permitted operation and sponsorship of the aforementioned Community Civic Event.

A. The Certificate shall be signed by an agent authorized to bind insurance coverage with the carrier, and the deductible, if any, shall not be greater than \$1,000.

B. Said insurance shall be primary to the insurance held by the City of Porterville, be with a company having an A.M. Best Rating of no less than A: VII, and the insurance company must be an 'admitted' insurer in the State of California.

**CITY OF PORTERVILLE/POLICE DEPARTMENT
Community Civic Event Application**

**City Color Run
April 26, 2025 / 10:00 AM—2:00 PM
Veterans Park**

Proposed Conditions/Requirements:

- Participants on city roadways or sidewalks must comply with all traffic laws and rules of the road. Additionally, they shall not impede traffic or interfere with the normal flow of vehicle or pedestrian traffic, and also shall not block or park on sidewalks.
- At the conclusion of the event, event organizers shall ensure all streets, alleys, and sidewalks are promptly cleared of any equipment, barricades, or anything that could present a hazard to pedestrians or vehicles traveling through this area.
- Event organizers should contact Traffic Sergeant Maria Aguillon to address any potential policing or traffic needs. She can be reached at 559-782-7400.
- An Outside Amplifier Permit has been approved and granted; however, event organizers shall not allow music to be played so loud as to unreasonably disturb the peace and good order of any residents or business establishments in the surrounding area.

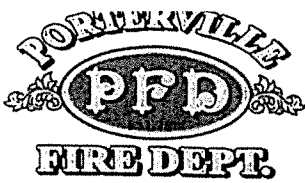
Mark Azevedo, Lieutenant
Porterville Police Department

**City of Porterville/Fire Department
Community Civic Event Application**

**City Color Run
April 26, 2025, 10:00 AM- 2:00 PM
Veterans Park**

Participants should be advised they need to yield to Fire Apparatus leaving Station 72 when crossing the driveway. Proper spacing between canopies, tents and tarps. All tents, canopies, tarps shall all be fire resistance rated with an affixed and legible tag. Fire extinguishers available and within 75' travel distance to generators and booths. Food trailers shall be disconnected from the towing vehicle and level. All food trucks and trailers with an installed fire extinguisher system shall have a current inspection tag on the fixed extinguishing system (within the last 6 months) and have both a K extinguisher, and a 2A:10BC fire extinguisher (tagged within the last year). There shall be no cooking or frying producing grease laden vapors inside, or under, any tent, tarp, or canopy.

Clayton Dignam
Fire Marshal



PORTERVILLE FIRE DEPARTMENT

FIRE PREVENTION DIVISION

OUTDOOR FOOD BOOTH REQUIREMENTS

Authority cited: 2019 California Fire Code (CFC)

These standards apply to individual tents, temporary structures, or membrane structures less than 200 square feet in area, and canopies less than 400 square feet in area used as outdoor carnival and fair booths.

A permit is required before any tent or membrane structure larger than 400 square feet can be erected. (California Fire Code 3103.2)

Tents and membrane structures having an area in excess of 400 square feet shall not be erected, operated or maintained for any purpose without first obtaining a permit and approval from the building official and fire code official.

Exceptions:

1. Tents used exclusively for recreational camping purposes.
2. Tents open on all sides which comply with all the following:
 - a. Individual tents having a maximum size of 700 square feet.
 - b. Aggregate area of multiple tents placed side by side without 12 feet clearance, not exceeding 700 square feet total.
 - c. A minimum clearance of 12 feet to all structures and other tents.

Definitions

Cooking Booth – Booth where food is prepared by a heating or cooking process such as, but not limited to, grilling, frying, barbecuing, flambe', deep fat frying, baking, warming, or boiling. **Deep fat frying** – Any cooking operation or process whereby the product floats or is submerged in hot oil during the cooking process.

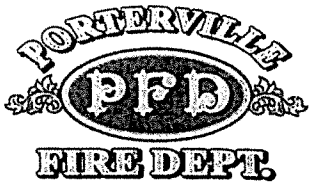
Vendor Booth – Any booth other than a cooking booth.

Cooking Booth Construction and Location

- All fabrics or membranes covering cooking booths shall be California State Fire Marshal certified flame retardant and be labeled as such.
- Decorative materials shall be inherently fire resistive or shall be treated with a fire-retardant spray.
- Flooring materials used within cooking booths and cooking equipment shall be non-combustible or California State Fire Marshal certified fire-retardant. (*Exception 3/8" plywood or similar material.*)
- Each cooking booth shall have at least one exit-way, a minimum 3' wide and 6'8" high. Booth frames shall not obstruct exit paths.
- Cooking booths shall have a minimum clearance of 10' on at least two sides with clearance of at least 10' from any vendor booth.
- Minimum 12' separation required between cooking booths with an aggregate size of 400 sq.ft. with sides, or 700 sq.ft. without sides.

Cooking Equipment

- All interior cooking equipment shall be of an approved type, and open-flame cooking shall be located a minimum of 18" from booth back/side drop materials.
- Compressed gas (butane, propane, or natural) equipment shall conform to the following:
 - Shut off valves shall be provided at each fuel source;
 - Cooking appliances shall have an ON-OFF valve located far enough away from the appliance to be safely shut off in case of fire;
 - Manufactured cooking appliances shall be equipped with a Thermocouple Valve to shut off fuel if flame is extinguished;
 - The booth operator shall test all connections for leaks with soap and water solution;
 - Fuel tanks shall be protected from damage and secured in an upright position;
 - Hoses shall be of a type approved for use with the equipment and fuel type;
 - Tanks not in use shall be turned off;
 - Extra fuel tanks shall not be stored in booths;
 - Unused fuel cylinders shall be stored in a secured position.



PORTERVILLE FIRE DEPARTMENT

FIRE PREVENTION DIVISION

Wood, Charcoal (Solid Fuels) Cooking

- Use only an electric starter or commercially sold lighter fluid.
- Charcoal cooking and storage of lighter fluid is prohibited inside booths.
- Charcoal cooking shall be located a minimum of ten 10' away from booths and in areas away from public access.
- Charcoal cooking shall be located at least ten 10' away from combustible structures and parked vehicles.
- Coals shall be disposed of in metal containers with lids approved by the Fire Marshal.

Deep Fat Frying, Flambé, and Wok

- Deep fat frying, flambé, and wok shall be located no closer than 18" from any combustible material.
- Cooking areas shall not be accessible to the public.
- Deep fat frying equipment shall be equipped with a temperature regulating device or other method of regulating temperatures approved by the Fire Marshal.
- Separation shall be maintained with a minimum of 3' clearance between deep fat frying and flambé or open flame cooking.

Vendor Booth Construction and Location

- Each vendor booth shall have at least one exit-way, a minimum of 3' wide by 6'8" high. Booth frames shall not obstruct exit paths.
- Vendor booths shall have a minimum clearance of 20' on at least one side, with clearance of at least 10' from any cooking booth.

Electrical Power

- Generators shall be placed only in locations approved for festival use.
- Generators shall not be refueled during event hours. Extra fuel shall not be stored during event hours.
- Smoking and open flames shall be prohibited within 25' of refueling operations.
- Extension cords shall be of a grounded type and approved for exterior use.

Fire Extinguishers

- Each cooking booth shall be equipped with a fire extinguisher with a minimum rating of 2A: 10BC. Booths with deep fat frying or flambé cooking shall be equipped with an extinguisher rated for class "K" fires.
- Cooking booths shall be equipped with visible and accessible fire extinguishers mounted adjacent to the exit.
- For vendor booths, the maximum travel distance to a fire extinguisher with a minimum rating of 2A: 10BC shall not exceed 75'
- Each generator shall be provided with a fire extinguisher with a minimum 40BC rating. The extinguisher shall be located near the generator and accessible at all times.
- All fire extinguishers shall be serviced and tagged annually by a State-licensed contractor.

Miscellaneous

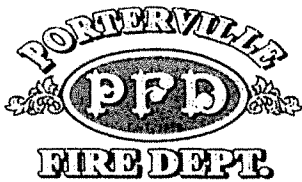
- The Porterville Fire Department shall be provided with a site plan showing emergency access.
- All booths are subject to inspection by the Fire Department and any discrepancies will require immediate action.
- All cooking areas shall be cleaned regularly to prevent the build-up of grease.
- There shall be a competent adult in cooking booths at all times to ensure safety.
- Seating shall be a minimum of 15' from booths with open flame devices or cooking appliances.
- The Fire Department shall be provided with a telephone number of the responsible party to contact in case of emergency on a 24 hour basis.

Fire Safety Tips

- Know where fire extinguishers are and how to use them.
- Do not leave cooking unattended.
- Do not wear loose-fitting clothing while cooking.
- Remove trash accumulation regularly.
- Keep combustible materials away from heat sources.
- In case of an emergency dial 9-1-1.

The attached "Food Booth Vendor Agreement" must be on site at all times and presented upon request of any Porterville Fire Department Personnel.

PORTERVILLE FIRE DEPARTMENT · Fire Prevention Division · 40 W Cleveland. Ave.
(559) 782-7526 · Fax (559) 791-7834 · fire-dept@ci.porterville.ca.us



Cooking Booth Vendor Agreement

Booth/Space # _____ Business Name _____
On Site Contact Name _____ Contact Phone # _____

Cooking Booth Construction and Location

1. Tents, canopies, and decorative material shall be inherently flame-resistive and proof of certification shall be on site at all times.
2. Cooking booth floors may be concrete, asphalt, or plywood over grass and dirt.
3. An emergency access of 36" shall be maintained between the back of each cooking booth and any fencing at all times. **NO EXCEPTIONS.**

Cooking Equipment

1. Cooking with charcoal, wood, or other solid fuel shall be located a minimum of 10' away from booths, canopies, combustible material or any public access.
2. Deep fat frying shall be located a minimum of 3' away from booths, canopies, open flame cooking, combustible material or any public access.
3. Any open flame cooking shall be located a minimum of 18" away from any vertical surface, combustible material or any public access.
4. Extra fuel tanks shall **NOT** be stored in booths or within 5' of cooking equipment.
5. All cooking, gas powered, or electrically energized equipment shall meet manufacturer specifications and shall be free of excess cooking oils or any other combustible materials.

Miscellaneous

1. A visible and accessible, 2A:10BC fire extinguisher with a current (within the last 12 months) State Fire Marshall tag must be provided within 20' of travel in all cooking areas.
2. A visible and accessible Class K portable fire extinguisher with a current (within the last 12 months) State Fire Marshall tag must be provided in all cooking areas with deep fat frying.
3. All cooking areas shall be cleaned regularly to prevent build-up of combustible substances.
4. Extension cords shall be of a grounded type, approved for exterior use, and in good working order.
5. Smoking is not allowed at any time within food booths or within 25' of any fuel source.
6. Specialized cooking equipment is subject to approval by the Fire Marshal.

Additional Requirements:

The Porterville Fire Department has established these requirements in accordance with the California Fire Code. Your cooperation is required to maintain a high level of fire safety throughout the event. All booths are subject to fire department inspection prior to and at any time during the event. Any discrepancies to the above requirements or any conditions considered a threat to fire and life safety by the Fire Inspector may result in the immediate cessation of cooking.

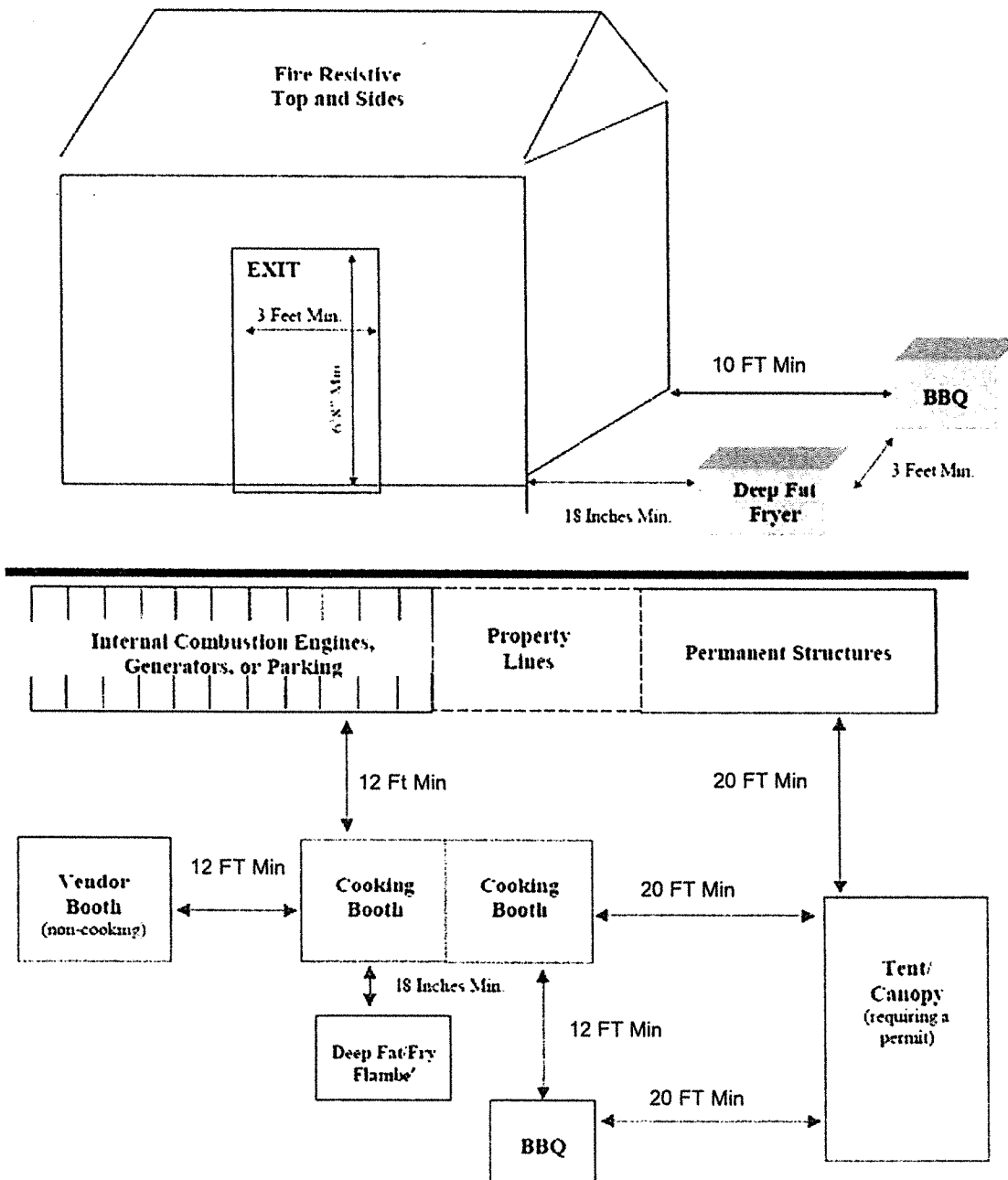
By signing below, I acknowledge that I have read and agree to comply with all requirements of this contract.

Signature _____ Date _____



PORTERVILLE FIRE DEPARTMENT

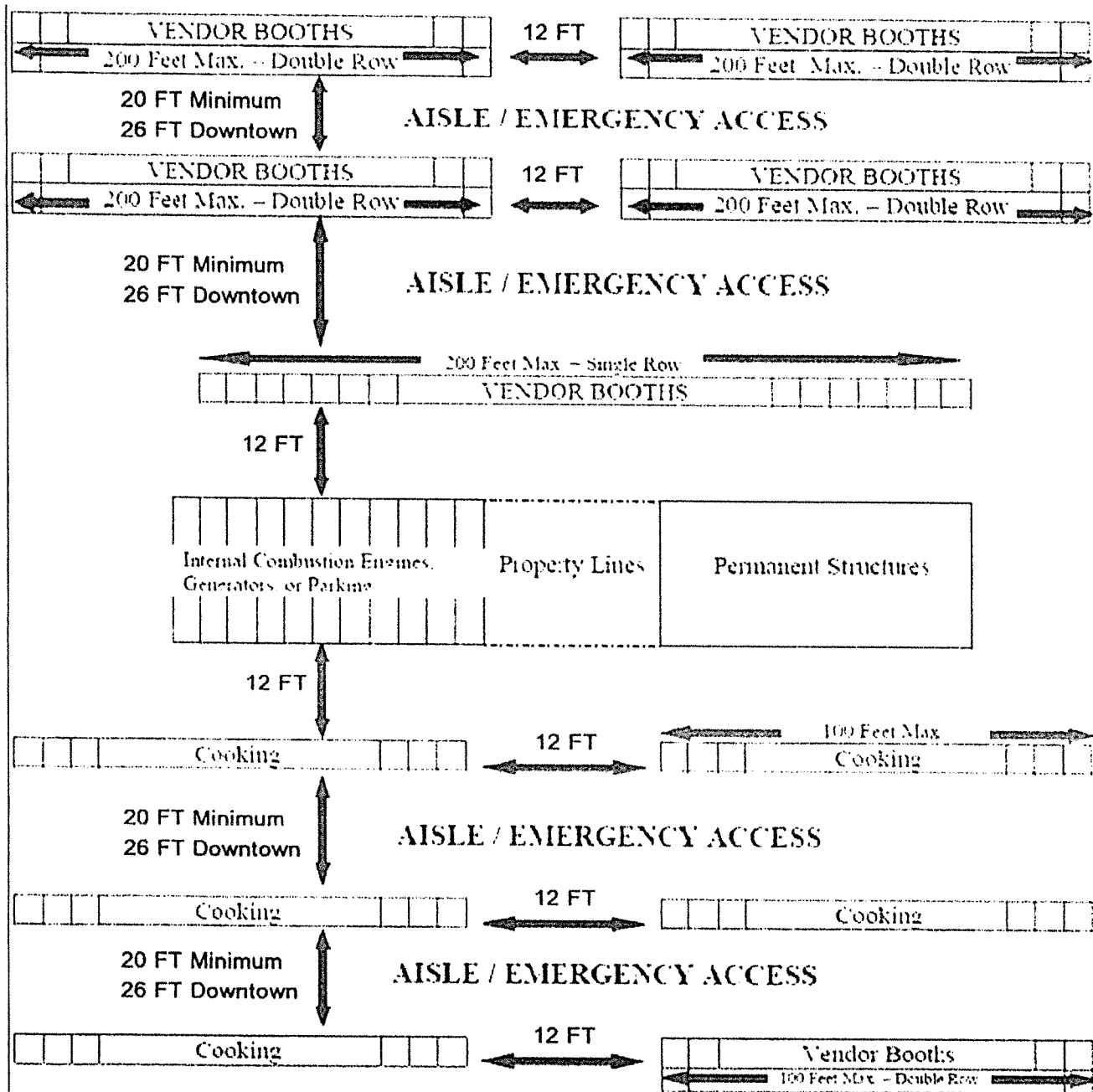
FIRE PREVENTION DIVISION





PORTERVILLE FIRE DEPARTMENT

FIRE PREVENTION DIVISION



**Note: Cooking booths are limited to single rows only. Back-to-back rows are not permitted. Maximum overall length of individual rows is 100 feet with aggregate spacing throughout.*

***Note: Aggregate area of multiple tents placed side by side without 12 feet clearance shall not exceed 400 square feet with sides, or 700 square feet without sides. A minimum clearance of 12 feet to all structures and other tents is required.*

****Note: Maximum overall row length distances listed, or shown above, shall meet spacing requirements for aggregate size restrictions*

CITY OF PORTERVILLE
OUTSIDE AMPLIFIER PERMIT
(City Ordinances #18-9 & 18-14)



This application must be submitted ten (10) days prior to the date of the event. A copy of this permit must be at the operating premises of the amplifying equipment for which this registration is issued.

- 1 Name and home address of the applicant: Jason Gurrola
1300 B F St
- 2 Address where amplification equipment is to be used: Veterans Park
- 3 Names and addresses of all persons who will use or operate the amplification equipment: _____
- 4 Type of event for which amplification equipment will be used: City Color Run
- 5 Dates and hours of operation of amplification equipment: 4-26-25 10:00 - 2:00
- 6 A general description of the sound amplifying equipment to be used: Music from Speakers

Section 18-9

It shall be unlawful for any person within the city to use or operate or cause to be operated or to play any radio, phonograph, jukebox, record player, loudspeaker, musical instrument, mechanical device, machine, apparatus, or instrument for intensification or amplification of the human voice or any sound or noise in a manner so loud as to be calculated to disturb the peace and good order of the neighborhood or sleep of ordinary persons in nearby residences or so loud as to unreasonably disturb and interfere with the peace and comfort of the occupants of nearby residences.

The operation of any such instrument, phonograph, jukebox, machine or device in such manner as to be plainly audible at a distance of one hundred feet (100') from the building, structure, vehicle, or place in which, or on which it is situated or located shall be prima facie evidence of a violation of this section. (Ord. Code § 6311)

Section 18-14

It shall be unlawful for any person to maintain, operate, connect, or suffer or permit to be maintained, operated, or operated, or connected any or sound amplifier in such a manner as to cause any sound to be projected outside of any building or out of doors in any part of the city, except as maybe necessary to amplify sound for the proper presentation of moving picture shows, or exhibiting for the convenient hearing of patrons within the building or enclosure in which the show or or exhibition is given, without having first procured a permit from the chief of police, which permit shall be granted at the will of the chief of police upon application in writing therefore, but which permit, when granted, shall be revocable by the city council whenever any such loudspeaker or sound amplifier shall by the council be deemed objectionable, and any such permit may be so revoked with or without notice, or with or without a formal hearing, at the option of the council, and in the event of the revocation of any such permit, the same shall not be renewed, except upon application as the first instance. (Ord. Code § 6312)

Penal Code Section 415 (2)

Any of the following persons shall be punished by imprisonment in the county jail for a period of not more than 90 days, a fine of not more than four hundred dollars (\$400), or both such imprisonment and fine: (2) Any person who maliciously and willfully disturbs another person by loud and unreasonable noise.

I hereby certify that I have read and answered all statements on this registration form and that they are true and correct.

[Signature]
Signature of Applicant

2-20-25
Date

THIS OUTSIDE AMPLIFIER PERMIT HAS BEEN APPROVED. HOWEVER, WE URGE YOU TO REMAIN CONSIDERATE OF THE GENERAL PEACE AND ORDER OF THE NEIGHBORS IN THE AREA. FAILURE TO ABIDE BY THESE REGULATIONS CAN RESULT IN REVOCATION OF THE PERMIT.

Mark Azevedo, Lieutenant
City of Porterville, Chief of Police/Designee

03/10/2025
Date

MEMORANDUM OF LIABILITY INSURANCE					Current as of September 15, 2024	
PRODUCER MARSH USA INC 1166 Avenue of the Americas New York, NY 10036			THIS MEMORANDUM IS ISSUED AS A MATTER OF INFORMATION ONLY TO AUTHORIZED VIEWERS FOR THEIR INTERNAL USE ONLY AND CONFERS NO RIGHTS UPON ANY VIEWER OF THIS MEMORANDUM OTHER THAN THOSE PROVIDED FOR IN THE POLICY. THIS MEMORANDUM DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE DESCRIBED BELOW. THIS MEMORANDUM MAY ONLY BE COPIED, PRINTED AND DISTRIBUTED WITHIN AN AUTHORIZED VIEWER AND MAY ONLY BE USED AND VIEWED BY AN AUTHORIZED VIEWER FOR ITS INTERNAL USE. ANY OTHER USE, DUPLICATION OR DISTRIBUTION OF THIS MEMORANDUM WITHOUT PRIOR WRITTEN CONSENT IS PROHIBITED. THE INFORMATION CONTAINED HEREIN IS AS OF THE DATE REFERRED TO ABOVE. NEITHER THE INSURED NOR THE PRODUCER SHALL HAVE ANY OBLIGATION TO INFORM AN AUTHORIZED VIEWER OF ANY CHANGES TO THIS INFORMATION.			
INSURED Walmart Inc. Its Subsidiaries and Its Affiliates 702 Southwest 8th Street Bentonville, AR 72716			COMPANIES AFFORDING COVERAGE		NAIC #	
			COMPANY A		NATIONAL UNION FIRE INS. CO. OF PITTSBURGH, PA	
			COMPANY B		AIU INSURANCE COMPANY	
			COMPANY C		INDEMNITY INSURANCE COMPANY OF NORTH AMERICA	
			COMPANY D		ACE PROPERTY AND CASUALTY INSURANCE COMPANY	
			COMPANY E			
COVERAGES						
THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS MEMORANDUM MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.						
COMPANY LETTER	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE	LIMITS	
					LIMITS IN USD UNLESS OTHERWISE INDICATED	
A	GENERAL LIABILITY CLAIMS MADE ☒ OCCUR ☒ ☒ COMMERCIAL GENERAL ☒ GEN'L AGG LIMIT APPLIES PER POLICY	3609379	9/15/2024	9/15/2025	EACH OCCURRENCE PERSONAL & ADV INJURY	\$1,000,000 \$1,000,000
					FIRE DAMAGE (Any One Fire) MED EXP (Any One Person) PRODUCTS- COMP/OP AGGREGATE	\$1,000,000 n/a \$3,000,000
					GENERAL AGGREGATE COMBINED SINGLE LIMIT	\$3,000,000 \$1,000,000
A B	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS	3135705 (AOS) 3135703 (MA)	9/15/2024	9/15/2025	BODILY INJURY (Per Person) BODILY INJURY (Per Accident) PROPERTY DAMAGE	\$ \$ \$
D	EXCESS LIABILITY ☒ UMBRELLA FORM ☐ OTHER THAN UMBRELLA FORM	XEUG27892036 010	9/15/2024	9/15/2025	EACH OCCURRENCE AGGREGATE	\$5,000,000 \$5,000,000
A B C	WORKERS COMPENSATION/ EMPLOYERS LIABILITY	SEE BELOW	9/15/2024	9/15/2025	WORKERS COMPENSATION LIMITS EL EACH ACCIDENT EL DISEASE - POLICY LIMIT EL DISEASE - EACH EMPLOYEE	STATUTORY \$1,000,000 \$1,000,000 \$1,000,000
ADDITIONAL INFORMATION						
GENERAL LIABILITY: Coverage includes Professional Liability including Druggist's and Optician's GENERAL LIABILITY POLICY 3609379 IS SUBJECT TO A SELF INSURED RETENTION OF USD \$2,000,000 EACH OCCURRENCE						
With respect to Commercial General Liability, Policy 3609379 any party with which the Named Insured has contractually agreed to include as Additional Insured, such status is granted. Such Additional Insured status is subject to the limits, terms and conditions of the policy and shall apply only to the extent of and for no more than the limits required within such contractual agreement.						
EXCESS LIABILITY: EXCESS LIABILITY POLICY XEUG27892036 010 IS SUBJECT TO A SELF INSURED RETENTION OF USD \$50,000,000 EACH OCCURRENCE						
WORKERS' COMPENSATION POLICIES: COMPANY A: EXCESS WORKERS' COMPENSATION: 6583214 (FL) 6583215 (AL,AZ,ME,NY,OH,OK,OR,WA) 6583216 (AR,GA,LA) COMPANY B: 014111789 (CO,CT,DC,IA,IN,KS,MI,NE,RI,SC,SD,WV) 014111790 (DE,HI,ID,MD,MN,MO,MS,MT,NM,NV,TN) 014111788 (AK,MA,ND,NJ,PA,VA) 014111791 (WI) 014111787 (IL,KY,NC,NH,UT,VT) COMPANY C: WLR C72628184 (CA)						
The Memorandum of Insurance serves solely to list insurance policies, limits and dates of coverage. Any modifications hereto are not authorized.						

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):
ANY PERSON OR ORGANIZATION WHOM YOU BECOME OBLIGATED TO INCLUDE AS AN ADDITIONAL INSURED AS A RESULT OF ANY CONTRACT OR AGREEMENT YOU HAVE ENTERED INTO.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or

agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.



March 7, 2025

City of Porterville
291 North Main Street
Porterville, California 93257

9300 Valley Children's Place
Madera, CA 93636

(559) 353-3000
valleychildrens.org

Dear Sir/Madam,

For over 70 years, Valley Children's Hospital has been dedicated to treating and healing kids in the Central Valley, from broken bones to cancer and everything in between. This work is made possible through the support of fundraising corporate partners who help advance the hospital's mission of saving and improving the lives of as many children as possible.

Since 1987, Walmart has been a key supporter of Valley Children's Hospital through the Children's Miracle Network. Each year, the Walmart Distribution Center in Porterville contributes to Valley Children's through employee donations, events, and various fundraising initiatives.

Valley Children's is excited to be the beneficiary of the Walmart Distribution Center Color Run/Walk on April 26, 2025, which will benefit the George's Pass Program for patients with Autism Spectrum Disorder, as well as other hospital programs. Every dollar raised at this event will go directly to these programs, ensuring a positive experience for our patients.

We would like to extend our heartfelt thanks to the City of Porterville for your support in making this community event possible for the children we serve. If you have any questions, please feel free to contact me at the number below.

Sincerely,

Abby Minong
Director, Children's Miracle Network Hospitals
Valley Children's Healthcare Foundation
Office: 559-353-8698
Cell: 559-389-6640





City of Porterville Parks & Leisure Services

15 E Thurman Suite A
291 North Main Street
Porterville, CA 93257

559-791-7695
parks_leisure@ci.porterville.ca.us
<http://www.ci.porterville.ca.us/>

Registration/Payment Receipt 83354293

02/28/2025 03:33 PM

Account Information

Walmart DC
Jason Gurrola
1300 S F St
Porterville, CA 93257
559-783-1109

Payment

Credit/Debit
Ending in 4579
Merchant Code
b8973b1b-e8d5-4e08-8929-
1b816cb1e174

\$120.00

Received By

Christina Carrillo at Centennial
Plaza

Item

Amount Paid

Veterans Park Pavilion 1 Apr 26, 2025 10:00 AM-5:00 PM - Resident Rental Fee: \$60/Block	\$60.00
Veterans Park Pavilion 2 Apr 26, 2025 10:00 AM-5:00 PM - Resident Rental Fee: \$60/Block	\$60.00
Subtotal	\$120.00
Total Payment	\$120.00

Prompt(s)

Are you having a bounce house at your party? If so, a bounce house permit must be purchased. By checking this box the permit fee will automatically be added to your cart. Outlets may NOT be used for bounce houses.. A list of authorized bounce house companies is available for you to print or you may pick up a list at the Parks & Leisure Office during normal business hours. No

Please indicate an estimated number of people you are expecting to attend this function. 100+

Select type of event Community Event (Requires City Council Approval)

Facility Notes

Veterans Park Pavilion 1

Parks, Pavilions

No alcoholic beverages are allowed in the parks without a permit issued by Parks and Leisure Services and the Police Department. **Those who want alcohol must apply at least seven (7) days prior to the event at the Parks & Leisure Services Offices (15 E Thurman Ave. Ste A). No Exceptions.** Alcohol beverage permit - \$2.00 per person. Permits only issued to those who rent pavilions or special areas. Alcohol tags are to be picked up at the Parks & Leisure office the Friday before your party.

Rental time includes set-up, take-down and clean-up. **Park hours:** 10:00 a.m. – 10:00 p.m.

Restroom hours: November – February 10:00 a.m. – 4:00 p.m.; March – October 10:00 a.m. – 8:00 p.m.

If you choose to add a bounce house to your reservation, there is an additional \$27 permit fee. Bounce house companies must have an insurance policy naming the City as additional insured for at least One Million Dollars (\$1,000,000) on file. Outlets may not be used for bounce houses. Please see the attached form for a authorized list of companies.

CITY COLOR RUN/WALK

Join us for the first City Color Run/Walk
and make unforgettable memories!

**26 April,
2025**

**10:00AM-2:00PM
VETERANS PARK
1501 W. HENDERSON AVE
PORTERVILLE, CA 93257**

Walmart 



**Children's
Miracle Network**



100% OF PROCEEDS BENEFIT AUTISM

MUSIC, FOOD, VENDORS AND MORE.....





CITY COUNCIL AGENDA – APRIL 1, 2025

SUBJECT: Approval of Community Civic Event - Parenting Network - Calling All Superheroes - April 30, 2025

SOURCE: Finance

COMMENT: The Parenting Network is requesting approval to hold the "Calling All Superheroes" event on Wednesday, April 30, 2025, at Zalud Park, from 3:00 PM to 5:30 PM. This is a child abuse awareness event and resource fair. This year's event will feature informational booths and a variety of child-friendly activities, including an obstacle course, bean bag toss, potato sack races, and a bounce house. An outdoor amplifier permit has been approved from 3:00 PM to 5:30 PM.

This request is made under the Community Civic Events Ordinance No.1326, as amended. The application has been routed according to the Ordinance regulations and reviewed by all City departments involved. All requirements and restrictions are listed on the attached Application and Agreement, Exhibit A, Exhibit B and Outside Amplifier Permit.

RECOMMENDATION: That the City Council approve the Community Civic Event Application submitted by the Parenting Network, to hold the "Calling All Superheroes" event on Wednesday, April 30, 2025, subject to the requirements and restrictions contained in the Application and Agreement, Exhibit A, Exhibit B and Outside Amplifier Permit.

ATTACHMENTS: 1. Community Civic Event Application and Agreement, Exhibit A, Exhibit B, Map, Outside Amplifier Permit, Certificate of Liability Insurance, and Flyer.

Appropriated/Funded:

Review By:

Department Director:
Janie Rodriguez, Finance Director

Final Approver: Jason Ridenour, Interim City Manager

CITY OF PORTERVILLE

291 N. Main Street, Porterville, CA 93257
559-782-7451 Fax: 784-4569 www.ci.porterville.ca.us



(Incomplete applications can delay permit process)

APPLICATION AND AGREEMENT FOR A PERMIT TO HOLD A COMMUNITY CIVIC EVENT OR OTHER ACTIVITY TO BE HELD ON PUBLIC PROPERTY

DO YOU HAVE? Event Flyer? Yes E-mail address? Yes Website? Yes
Application date: 2/24/25 Event date: April 30 2025
Event time: 3pm - 5:30pm
Name of Event: Calling All Superheroes!

Sponsoring organization: Parenting Network-Porterville Phone # 559 793-2527
Address: 770 N. Main St. Porterville CA 93257
Authorized representative: Flor Martinez Phone # 559 793-2527
Address: 770 N. Main St. Porterville CA 93257
Event chairperson: Flor Martinez and Eddie Chaidaz Phone # 559 793-2527
Location of event: Zalud Park - Pavillion #1

(Location map must be attached)

Description of event: Resource Fair for promoting Child Abuse Prevention Awareness

Purpose of event: Resource Fair for promoting Child Abuse Prevention Awareness

Non-profit organization status: Prevention Awareness

(IRS Determination) Tax ID # 77-0188710

City services requested (fees associated with these services will be billed separately):

Barricades (quantity): Street sweeping Yes No ✓
Police protection Yes No ✓ Refuse pickup Yes No ✓
Other:

Parks facility application required: Yes ✓ No Attached ✓

Assembly permit required: Yes No ✓ Attached

STAFF COMMENTS (list special requirements or conditions for event):

Appr. Deny

_____	_____	Bus. Lic. Spvr.	_____
_____	_____	Pub. Works Dir	_____
_____	_____	Comm. Dev. Dir.	_____
_____	_____	Field Svcs. Mgr.	_____
_____	_____	Fire Chief	_____
_____	_____	Parks Dir.	_____
_____	_____	Police Chief	_____
_____	_____	Risk Manager	_____

CITY OF PORTERVILLE

APPLICATION AND AGREEMENT FOR A PERMIT TO HOLD A COMMUNITY CIVIC EVENT OR OTHER ACTIVITY TO BE HELD ON PUBLIC PROPERTY

What constitutes a Community Civic Event?

A non-profit organization wishes to sponsor an event that is open to the community at large and will utilize public property. Most of the time, Community Civic Events require street or sidewalk closures. This application must be submitted NO LESS THAN 30 DAYS PRIOR to the date of the event in order to obtain City Council approval.

All City Code requirements are described in ordinance 15-20 (e) 1-23 and as amended in ordinance 1613. For a full description please visit our City of Porterville website at www.ci.porterville.ca.us/gov/CityClerk/, Porterville Municipal Codes. For questions or concerns please call 559-782-7451 or 559-782-7457. Any person who violates the provisions in this code, shall be deemed guilty of either a misdemeanor or an infraction, with penalties of one hundred (\$100) for the first violation.

Liability insurance: The sponsoring organization/applicant agrees to provide and keep in force during the term of this permit a policy of liability and property damage insurance against liability for personal injury, including accidental death, as well as liability for property damage which may arise in any way during the term of this permit. The sponsoring organization/applicant's insurance coverage shall apply as primary to, and on a non-contributory basis with, any other available coverage of the City. The City of Porterville and Successor Agency to the Porterville Redevelopment Agency shall be named as additional insured. A Certificate of Liability Insurance and Additional Insured Endorsement sample forms are enclosed for your convenience. This original certificate and endorsement shall be submitted to the Finance Department with the application. *The council shall condition the granting of a CCE permit upon the sponsoring entity's filing with the council a policy of public liability insurance in which the city has been named as insured or coinsured with the permittee. The policy of insurance shall insure the city, its officers, and its employees against all claims arising out of, or in connection with, the issuance of the CCE permit or the operation of the permittee or its agents or representatives, pursuant to the permit. The policy of insurance shall provide coverage of no less than two million dollars (\$2,000,000.00) per occurrence of bodily injury and property damage, combined single limit. (Ordinance 15-20(e) 18)*

ee Authorized Representative Initial

Alcohol liability insurance: Organization/Applicant will obtain an alcohol permit if any alcoholic beverages are to be served. The insurance policy shall be endorsed to include full liquor liability in an amount not less than one million dollars (\$1,000,000) per occurrence. The City of Porterville shall be named as additional insured against all claims arising out of or in connection with the issuance of this permit or the operation of the permitted, his/her agents or representatives pursuant the permit. Claims-made policies are not acceptable.

ee Authorized Representative Initials

Health permit: Organization/Applicant will obtain or ensure that all participants obtain a 'Temporary Food Facilities' permit(s) from the Tulare County Public Health Department, if any food is to be served in connection with this Community Civic Event. To contact the Tulare County Environmental Health Department located at 5957 S. Mooney Blvd., Visalia, CA, 93277, call 559-733-6441, or fax information to 559-733-6932; or visit their website: www.tularehhsa.org.

ee Authorized Representative Initials

First aid station: Organization/Applicant will establish a first aid station, with clearly posted signs, to provide basic emergency care, such as ice/hot packs, bandages, and compresses.

ee Authorized Representative Initials

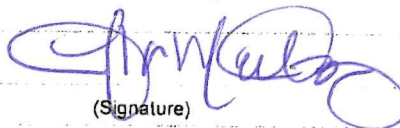
Toilet rental service: Applicant shall have care, custody and control of the equipment and shall bear responsibility and liability for all loss and damage to the equipment and for its contents while at the City's location. Applicant shall not overload, move or alter the equipment and shall use the equipment for its intended purpose. Applicant shall be responsible for any damages to City's property resulting from company's provision of services hereunder. Applicant shall confirm with the service company the number of portable toilets, standard and handicap, and wash sinks needed for the number of expected attendees.

ee Authorized Representative Initials

Agreement: The sponsoring organization/applicant agrees to comply with all provisions of the Community Civic Event Ordinance 15-20(e), as amended, and the terms and conditions set forth by City Council and stated in Exhibit 'A.' The sponsoring organization/applicant agrees, during the term of this permit, to secure and hold the City free and harmless from all loss, liability, and claims for damages, costs and charges of any kind or character arising out of, relating to, or in any way connected with his/her performance of this permit. Said agreement to hold harmless shall include and extend to any injury to any person or persons, or property of any kind whatsoever and to whomever belonging, including, but not limited to, said organization/applicant, and shall not be liable to the City for any injury to persons or property which may result solely or primarily from the action or non-action of the City or its directors, officers, or employees. Approval of the Community Civic Events Permit by the Porterville City Council pertains only to authorized activities conducted at designated locations within the incorporated area of the City of Porterville, and such approval shall not be construed or interpreted to authorize sponsor utilization of public right-of-ways outside of the jurisdiction of the City of Porterville.

Parenting Network Porterville

(Name of Organization)



(Signature)

1/29/25

(Date)

CITY OF PORTERVILLE

VENDOR/PARTICIPANT LIST IN CONNECTION WITH THE APPLICATION AND AGREEMENT FOR A PERMIT TO HOLD A COMMUNITY CIVIC EVENT OR OTHER ACTIVITY TO BE HELD ON PUBLIC PROPERTY

Name of event: Calling All Superheroes

Sponsoring organization: Parenting Network - Porterville

Location: Zalud Park

Event date: 4/30/25 Event time: 3pm-5:30pm

All vendors are required to complete the business license permit form. List all firms, individuals, organizations, etc., that will engage in selling at or participate in the above-named event. NO PERMIT WILL BE ISSUED WITHOUT THIS INFORMATION. Vendors with no valid City of Porterville business license are required to pay \$1 per day to the City, with the exceptions of non-profit organizations per *City of Porterville Municipal Code 15-20(E) Community Civic Events (16). This form should be completed at the time of application, but must be submitted NO LESS THAN TWO WEEKS PRIOR TO THE EVENT.

Vendor name	Address/Telephone	Business License required?	Type of Activity
TC RFA	6330 S Mainway BLVD Vis CA 559 682 6801		Resource Booth
TE Human Trafficking	221 S Mainway BLVD Vis CA 559 636 7914		Resource Booth
Family Services	PO Box 429 Vis CA 737 733 732 1970		Resource Booth
Anthem	21215 Burbank BLVD Woodland Hills 559 313 7987		Resource Booth
CAPE	TC Child Abuse Prevention Council 559 735 0756		Resource Booth
FULCN	605 N. Hockett St 559 779 602 3726		Resource Booth
Tulsa Wheels	1055 W. Henderson 559 788 1100		Resource Booth
Wellness Center	177 W. Henderson 559 784 0812		Resource Booth
Family Crisis Ctr	211 N. Main 559 781 7162		Resource Booth
Podley's Inc	54 N. Main St 559 781 1852		Resource Booth
PSW	194 W. Poplar Ave 559 784 1359		Resource Booth
Mind Dives	882 W. Henderson 559 341 9055		Resource Booth
CURE	6441 W. Cypress Vis CA 559 738 7200		Resource Booth
Tulsa River Water Foundation	324 S. Santa Fe St Suite 4 559 415 6470		Resource Booth

*Municipal Code 15-20(E) Community Civic Events (16): Business License Fees: Any individual, company, firm, concessionaire, fair operator, carnival operator, etc., who engages in, conducts, organizes, or promotes business for profit shall pay a business license fee of one dollar (\$1.00) per day per amusement, entertainment, exhibit, ride or per booth, space, stall, stand or other unenclosed location used for the purpose of advertising, promoting, or sale of, or taking orders for, goods or services; except that no individual, company, firm, concessionaire, fair operator, carnival operator, etc., who possesses a valid city business license shall be subject to separate licensing pursuant to this subsection E16. The nonprofit sponsor shall collect said fee and remit the fee to the city within five (5) working days following the CCE. Said remittance shall be accompanied by a complete list of participants and consecutively numbered receipts written in triplicate, containing the name, address and telephone number of the licensee, and the licensee's California seller's permit number. Said receipts shall be furnished by the city. One copy of the receipt shall be furnished to the licensee, one copy filed with the finance department of the city, and one copy retained by the CCE sponsor for a period of three (3) years for audit purposes.

CITY OF PORTERVILLE

Name of event: Calling All Superheroes

Event date: April 30, 2025 Hours: 3pm - 5:30pm

Closed

<u>Street Name</u>	<u>From which Street</u>	<u>To which Street</u>	<u>Activity</u>
--------------------	--------------------------	------------------------	-----------------

[illegible]4 of 4

Requirements for Community Civic Event

Parenting Network

Calling All Superheroes!

April 30, 2025

City Engineer:

D. Cervantez

Community Development Director:

C. Calderon

Public Works Director:

M. Knight

Fire Marshal:

C. Dignam

Proper spacing between canopies, tents, and tarps. All tents, canopies shall All be fire resistance rated with an affixed and legible tag. Fire extinguishers available and within 75' travel distance to generator and booths.

Parks and Leisure Service Director:

D. Moore

Vehicles to park in designated parking areas. If electricity is need contact Parks and Leisure at least 24 hours Prior to event.

Police Lieutenant:

M. Azevedo

See Exhibit B

Administrative Services Director:

Y. Andrade

Risk Management requires general commercial liability coverage in the Amount of \$2M with the City named As an additional insured. All bounce house participant's parents or legal guardians must sign a waiver of liability.

Field Services Superintendent-Refuse:

B. Spry

No comments.

Field Services Superintendent-Streets:

J. Baeza

No comments.

Requirements for Community Civic Event

Sponsor: Parenting Network - Porterville
Event: Calling All Superheroes!
Event Chairman: Flor Martinez and Eddie Chaidez
Location: Zalud Park – Pavilion # 1
Date of Event: April 30, 2025 (3:00 p.m.-5:30 p.m.)

RISK MANAGEMENT: Conditions of Approval

That Parenting Network provide a Certificate of Commercial General Liability Insurance Coverage evidencing coverage of not less than \$2,000,000 per occurrence, and having the appropriate Endorsement naming the City of Porterville, its Officers, Employees, Agents and Volunteers as 'Additional Insured' against all claims arising from, or in connection with, the Permitted operation and sponsorship of the aforementioned Community Civic Event.

A. The Certificate shall be signed by an agent authorized to bind insurance coverage with the carrier, and the deductible, if any, shall not be greater than \$1,000.

B. Said insurance shall be primary to the insurance held by the City of Porterville, be with a company having an A.M. Best Rating of no less than A: VII, and the insurance company must be an 'admitted' insurer in the State of California.

**CITY OF PORTERVILLE/POLICE DEPARTMENT
Community Civic Event Application**

**Calling All Superheroes
April 30, 2025 / 3:00PM—5:30PM
Zalud Park**

Proposed Conditions/Requirements:

- Food vendors, if any, should provide inspection certificates from the Tulare County Health Department to members of the organizing committee, to ensure food product safety.
- An Outside Amplifier Permit has been approved. However, event organizers shall not allow music to be played so loud as to unreasonably disturb the peace and good order of any residents or business establishments in the surrounding area.
- At conclusion of event, event organizers shall ensure the park is promptly cleared of any vehicles, equipment, booths or anything that could present a hazard to others.

Mark Azevedo, Lieutenant
Porterville Police Department

CITY OF PORTERVILLE
OUTSIDE AMPLIFIER PERMIT
(City Ordinances #18-9 & 18-14)



This application must be submitted ten (10) days prior to the date of the event. A copy of this permit must be at the operating premises of the amplifying equipment for which this registration is issued.

- 1 Name and home address of the applicant: Parenting Network Porterville
770 N Main Porterville CA 93257
- 2 Address where amplification equipment is to be used: 700 N. El Granito St Porterville CA 93257
- 3 Names and addresses of all persons who will use or operate the amplification equipment: Parenting Network
Porterville - 770 N Main St Porterville CA 93257
- 4 Type of event for which amplification equipment will be used: Resource Fair
- 5 Dates and hours of operation of amplification equipment: 4/30/25 3pm - 5:30pm
- 6 A general description of the sound amplifying equipment to be used: Mic (speakers for music)

Section 18-9

It shall be unlawful for any person within the city to use or operate or cause to be operated or to play any radio, phonograph, jukebox, record player, loudspeaker, musical instrument, mechanical device, machine, apparatus, or instrument for intensification or amplification of the human voice or any sound or noise in a manner so loud as to be calculated to disturb the peace and good order of the neighborhood or sleep of ordinary persons in nearby residences or so loud as to unreasonably disturb and interfere with the peace and comfort of the occupants of nearby residences.

The operation of any such instrument, phonograph, jukebox, machine or device in such manner as to be plainly audible at a distance of one hundred feet (100') from the building, structure, vehicle, or place in which, or on which it is situated or located shall be prima facie evidence of a violation of this section. (Ord. Code § 8311)

Section 18-14

It shall be unlawful for any person to maintain, operate, connect, or suffer or permit to be maintained, operated, or operated, or connected any or sound amplifier in such a manner as to cause any sound to be projected outside of any building or out of doors in any part of the city, except as may be necessary to amplify sound for the proper presentation of moving picture shows, or exhibiting for the convenient hearing of patrons within the building or enclosure in which the show or or exhibition is given, without having first procured a permit from the chief of police, which permit shall be granted at the will of the chief of police upon application in writing therefore, but which permit, when granted, shall be revocable by the city council whenever any such loudspeaker or sound amplifier shall by the council be deemed objectionable, and any such permit may be so revoked with or without notice, or with or without a formal hearing, at the option of the council, and in the event of the revocation of any such permit, the same shall not be renewed, except upon application as the first instance. (Ord. Code § 8312)

Penal Code Section 415 (2) Any of the following persons shall be punished by imprisonment in the county jail for a period of not more than 90 days, a fine of not more than four hundred dollars (\$400), or both such imprisonment and fine: (2) Any person who maliciously and willfully disturbs another person by loud and unreasonable noise.

I hereby certify that I have read and answered all statements on this registration form and that they are true and correct.

Signature of Applicant

1/29/25
Date

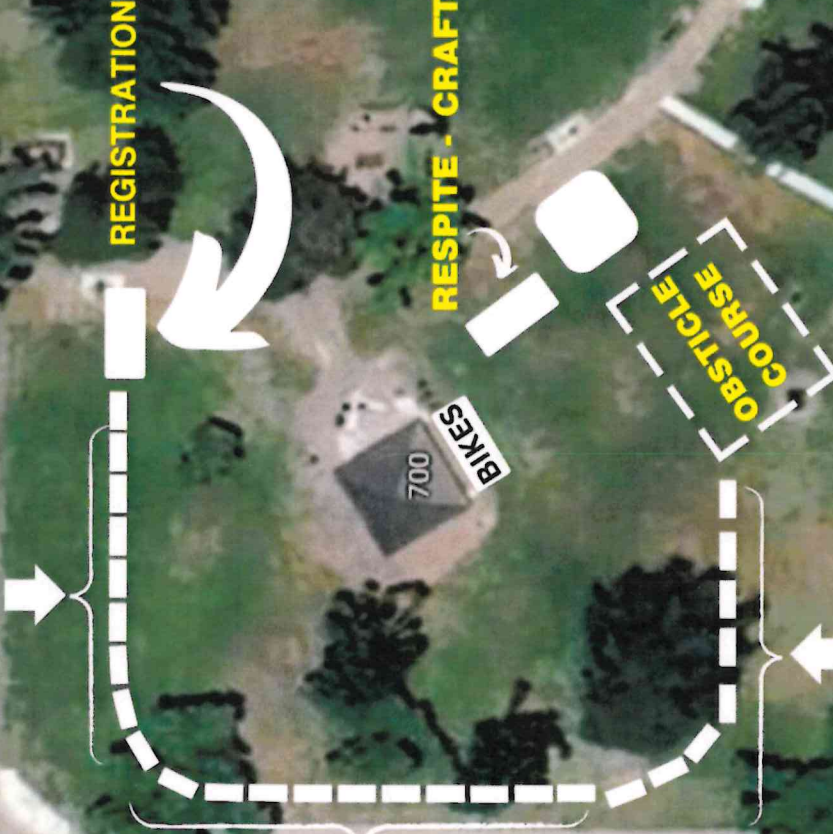
THIS OUTSIDE AMPLIFIER PERMIT HAS BEEN APPROVED. HOWEVER, WE URGE YOU TO REMAIN CONSIDERATE OF THE GENERAL PEACE AND ORDER OF THE NEIGHBORS IN THE AREA. FAILURE TO ABIDE BY THESE REGULATIONS CAN RESULT IN REVOCATION OF THE PERMIT.

Mark Azevedo, Lieutenant
City of Porterville, Chief of Police/Designee

02/24/24
Date

CALLING ALL SUPERHEROES EVENT LAYOUT

VENDORS



REGISTRATION

RESPIRE - CRAFTS

OBSTACLE
COURSE

BIKES

VENDORS

VENDORS

N El Granito St

N El Granito St

N El Granito St

Grand Ave

W Grand Ave

W Grand Ave

W Grand Ave

St



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/16/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER

SEARCY INSURANCE CENTER, INC
15152 OAK RANCH DRIVE
VISALIA, CA 93292

CONTACT NAME: JOHNNY SEARCY

PHONE (A/C No, Ext): 800-736-3904

FAX (A/C No): 559-334-3442

E-MAIL ADDRESS: SEARCY.INSURANCE@GMAIL.COM

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: PHILADELPHIA INDEMNITY INS. CO.

18058

INSURED

PARENTING NETWORK, INC.
330 NORTH JOHNSON ST
VISALIA, CA 93291

INSURER B:

INSURER C:

INSURER D:

INSURER E:

INSURER F:

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:	X		PHPK2597611	10/16/2024	10/16/2025	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COM/OP AGG \$ 3,000,000 \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

CITY OF PORTERVILLE IS NAMED AS ADDITIONAL INSURED PER ATTACHED ADDITIONAL INSURED ENDORSEMENT

CERTIFICATE HOLDER

CITY OF PORTERVILLE
291 N. MAIN ST
PORTERVILLE, CA 93257

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

POLICY NUMBER:
PHPK2597611

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – DESIGNATED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

SCHEDULE

Name of Person or Organization:

City of Porterville, its officers, agents, officials, employees and volunteers, individually and collectively.

Subrogation is waived as regards the Additional Insured. 30 day Notice of Cancellation will be given the Additional Insured.

Insurance is Primary and Non-Contributory.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule as an insured but only with respect to liability arising out of your operations or premises owned by or rented to you.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/11/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Brown & Brown Insurance Services, Inc. 10 Falcon Crest Dr., Suite 100 Greenville SC 29607		CONTACT NAME: Holly Hoffman PHONE (A/C, Ho, Ext): (864) 403-9508 FAX (A/C, No): E-MAIL ADDRESS: holly.hoffman@bbbrown.com	
INSURED Joey's Jumping Castle, Inc. 1116 E Batavia Ct Tulare, CA 93274		INSURER(S) AFFORDING COVERAGE INSURER A: Berkley Specialty Insurance Company INSURER B: Berkley Life and Health Insurance Company INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 31295 64890	

COVERAGES**CERTIFICATE NUMBER:** 25-26**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ BI & PD Ded.: \$2,500 GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	Y		CGL 0160695 - 23	03/04/2025	03/04/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPIOP AGG \$ 2,000,000 \$
	☐ AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	☐ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N ☐ N/A						PER STATUTE ☐ OTH-ER ☐ E L EACH ACCIDENT \$ E L DISEASE - EA EMPLOYEE \$ E L DISEASE - POLICY LIMIT \$
B	Participant Accident			PAI L012010848104	03/04/2025	03/04/2026	See Remarks Below

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

City of Porterville is an additional insured with respect to General Liability if required by written contract.

CERTIFICATE HOLDER**CANCELLATION**

City of Porterville 291 North Main Street Porterville, CA 93258	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s): Per Schedule on File. City of Porterville 291 North Main Street Porterville, CA 93258
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.



**City of Porterville Parks & Leisure
Services**

15 E Thurman Suite A
291 North Main Street
Porterville, CA 93257

559-791-7695
parks_leisure@ci.porterville.ca.us
<http://www.ci.porterville.ca.us/>

Reservation Adjustment Receipt 83150408

02/24/2025 10:23 AM

Account Information

Parenting Network
Eddie Chaldez
770 N Main St
Porterville, CA 93257
559-793-2527

Received By

Christina Carrillo at Centennial Plaza

Item	Amount Paid
Zalud Park Pavilion 1 Apr 16, 2025 10:00 AM-10:00 PM - Resident Rental Fee: \$60/Block	(\$60.00)
Zalud Park Pavilion 1 Apr 30, 2025 10:00 AM-10:00 PM - Resident Rental Fee: \$60/Block	\$60.00
Total Payment	\$0.00

Transaction Notes

Changed date

Prompt(s)

Are you having a bounce house at your party? If so, a bounce house permit must be purchased. By checking this box the permit fee will automatically be added to your cart. Outlets may NOT be used for bounce houses.. A list of authorized bounce house companies is available for you to print or you may pick up a list at the Parks & Leisure Office during normal business hours. No

Please indicate an estimated number of people you are expecting to attend this function.
50-100

Select type of event Community Event (Requires City Council Approval)

P A R E N T I N G N E T W O R K

presents

CALLING ALL SUPERHEROES

8th ANNUAL CHILD ABUSE AWARENESS EVENT
SUPERHERO THEMED PRIZES INFO BOOTHS AND MORE!

Join the fight against child abuse



APRIL 30

3PM-5:30PM

ZALUD PARK

QUESTIONS
559.793.2527



FIRST 5
TULARE COUNTY





CITY COUNCIL AGENDA – APRIL 1, 2025

SUBJECT: Approval of Community Civic Event - Comision Honorifica Mexicana Americana Inc - Annual Cinco de Mayo Parade and Sunday Fiesta - May 3 - 4, 2025

SOURCE: Finance

COMMENT: Comision Honorifica Mexicana Americana, Inc. (CHMA) is requesting approval of its Community Civic Event Application for a permit to hold the Annual Cinco de Mayo Celebration on May 3, 2024, and May 4, 2025. The celebration will include a parade down Main Street on Saturday, May 3, 2025, from 10:00 AM to 12:00 PM, as well as a fiesta at Veterans Park on Sunday, May 4, 2025, from 10:00 AM to 7:00 PM. An outside amplifier permit has been approved from 12:00 PM to 7:00 PM, May 03, 2025, and May 04, 2025.

With regard to the parade, CHMA is requesting the closure of the following streets:

Main Street and Second Street - from Morton Avenue to Olive Avenue

Morton Avenue - from Main Street to Second Street

Harrison Avenue - from Hockett Street to Second Street

Thurman, Cleveland, Putnam, Mill, Oak, and Garden Avenues - from Division Street to Second Street

Olive Avenue - from Hockett Street to B Street

This request is submitted in accordance with the Community Civic Events Ordinance No. 1326, as amended. The application has been routed according to the Ordinance regulations and reviewed by all City Departments involved. All requirements and restrictions are listed on the attached copy of the Application and Agreement, Exhibit A, Exhibit B, Exhibit C, and Outside Amplifier Permit.

RECOMMENDATION: That the City Council approve the Community Civic Event Application submitted by the Comision Honorifica Mexicana Americana, Inc., to hold the Annual Cinco de Mayo Celebration Parade and Fiesta on May 3 and 4, 2025, subject to the requirements and restrictions contained in the Application and Agreement, Exhibit A, Exhibit B, Exhibit C

and Outside Amplifier Permit.

ATTACHMENTS: 1. CCE Application and Agreement, Exhibit A, Exhibit B, Exhibit C, Outside Amplifier Permit, Map, Certificate of Liability Insurance, and Flyer.

Appropriated/Funded:

Review By:

Department Director:
Janie Rodriguez, Finance Director

Final Approver: Jason Ridenour, Interim City Manager

CITY OF PORTERVILLE

291 N. Main Street, Porterville, CA 93257
559-782-7451 Fax: 784-4569 www.ci.porterville.ca.us

(Incomplete applications can delay permit process)



APPLICATION AND AGREEMENT FOR A PERMIT TO HOLD A COMMUNITY CIVIC EVENT OR OTHER ACTIVITY TO BE HELD ON PUBLIC PROPERTY

Event Flyer: Yes ☒ No ☐ If yes, please attach copy

E-mail address: teredlr@olaraza.com

Website: yes

Application date: 03/18/2025 Event date: 05/03/2025(main st.)/05/04/2025(Veterans Park)
Event time: 10am-12pm(main st.)/10am-7pm(Veterans Park)

Name of Event: Annual 5 de Mayo Celebration Parade and Sunday Fiesta

Sponsoring organization: Comision Honorifica Mexicana Americana Inc (CHMA) Phone # 559-784-1214

Address: P.O. Box 2043 Porterville, CA 93258

Authorized representative: Teresa de la Rosa Phone # 559-359-1443

Address: 450 Alice Avenue Porterville, CA 93257

Event chairperson: Roberto de la Rosa Phone # 559-280-5998/559-784-1214

Location of event Down town main street and Veterans Park

Location map must be attached

Description of event: Parade and Sunday fiesta Community Civic Event

Purpose of event: Civic and Cultural

Non-profit organization status: 501 c3 BL #00331 ABL

(IRS Determination)

City services requested (fees associated with these services will be billed separately):

Barricades (quantity): yes Street sweeping Yes ☒ No ☐

Police protection Yes ☐ No ☐ Refuse pickup Yes ☒ No ☐

Other: _____

Parks facility application required: Yes ☒ No ☐ Attached ☒

Assembly permit required: Yes ☒ No ☐ Attached ☐

The application will be forwarded for staff review to gather comments and identify any special requirements or conditions for this event.

CITY OF PORTERVILLE

APPLICATION AND AGREEMENT FOR A PERMIT TO HOLD A COMMUNITY CIVIC EVENT OR OTHER ACTIVITY TO BE HELD ON PUBLIC PROPERTY

What constitutes a Community Civic Event?

A non-profit organization wishes to sponsor an event that is open to the community at large and will utilize public property. Most of the time, Community Civic Events require street or sidewalk closures. This application must be submitted **NO LESS THAN 30 DAYS PRIOR** to the date of the event in order to obtain City Council approval.

All City Code requirements are described in ordinance 15-20 (e) 1-23 and as amended in ordinance 1613. For a full description please visit our City of Porterville website at www.ci.porterville.ca.us/govt/CityClerk/, Porterville Municipal Codes. For questions or concerns please call 559-782-7451 or 559-782-7457. Any person who violates the provisions in this code, shall be deemed guilty of either a misdemeanor or an infraction, with penalties of one hundred (\$100) for the first violation.

Liability insurance: The sponsoring organization/applicant agrees to provide and keep in force during the term of this permit a policy of liability and property damage insurance against liability for personal injury, including accidental death, as well as liability for property damage which may arise in any way during the term of this permit. The sponsoring organization/applicant's insurance coverage shall apply as primary to, and on a non-contributory basis with, any other available coverage of the City. The City of Porterville and Successor Agency to the Porterville Redevelopment Agency shall be named as additional insured. A Certificate of Liability Insurance and Additional Insured Endorsement sample forms are enclosed for your convenience. This original certificate and endorsement shall be submitted to the Finance Department with the application. *The council shall condition the granting of a CCE permit upon the sponsoring entity's filing with the council a policy of public liability insurance in which the city has been named as insured or coinsured with the permittee. The policy of insurance shall insure the city, its officers, and its employees against all claims arising out of, or in connection with, the issuance of the CCE permit or the operation of the permittee or its agents or representatives, pursuant to the permit. The policy of insurance shall provide coverage of no less than two million dollars (\$2,000,000.00) per occurrence of bodily injury and property damage, combined single limit. (Ordinance 15-20(e) 18)*

RDLR Authorized Representative Initial

Alcohol liability insurance: Organization/Applicant will obtain an alcohol permit if any alcoholic beverages are to be served. The insurance policy shall be endorsed to include full liquor liability in an amount not less than one million dollars (\$1,000,000) per occurrence. The City of Porterville shall be named as additional insured against all claims arising out of or in connection with the issuance of this permit or the operation of the permitted, his/her agents or representatives pursuant the permit. Claims-made policies are not acceptable.

RDLR Authorized Representative Initials

Health permit: Organization/Applicant will obtain or ensure that all participants obtain a 'Temporary Food Facilities' permit(s) from the Tulare County Public Health Department, if any food is to be served in connection with this Community Civic Event. To contact the Tulare County Environmental Health Department located at 5957 S. Mooney Blvd., Visalia, CA, 93277, call 559-733-6441, or fax information to 559-733-6932; or visit their website: www.tularehhsa.org.

RDLR Authorized Representative Initials

First aid station: Organization/Applicant will establish a first aid station, with clearly posted signs, to provide basic emergency care, such as ice/hot packs, bandages, and compresses.

RDLR Authorized Representative Initials

Toilet rental service: Applicant shall have care, custody and control of the equipment and shall bear responsibility and liability for all loss and damage to the equipment and for its contents while at the City's location. Applicant shall not overload, move or alter the equipment and shall use the equipment for its intended purpose. Applicant shall be responsible for any damages to City's property resulting from company's provision of services hereunder. Applicant shall confirm with the service company the number of portable toilets, standard and handicap, and wash sinks needed for the number of expected attendees.

RDLR Authorized Representative Initials

Agreement: The sponsoring organization/applicant agrees to comply with all provisions of the Community Civic Event Ordinance 15-20(e), as amended, and the terms and conditions set forth by City Council and stated in Exhibit 'A.' The sponsoring organization/applicant agrees, during the term of this permit, to secure and hold the City free and harmless from all loss, liability, and claims for damages, costs and charges of any kind or character arising out of, relating to, or in any way connected with his/her performance of this permit. Said agreement to hold harmless shall include and extend to any injury to any person or persons, or property of any kind whatsoever and to whomever belonging, including, but not limited to, said organization/applicant, and shall not be liable to the City for any injury to persons or property which may result solely or primarily from the action or non-action of the City or its directors, officers, or employees. Approval of the Community Civic Events Permit by the Porterville City Council pertains only to authorized activities conducted at designated locations within the incorporated area of the City of Porterville, and such approval shall not be construed or interpreted to authorize sponsor utilization of public right-of-ways outside of the jurisdiction of the City of Porterville.

Comision Honorifica Mexicana Americana, Inc.
(Name of Organization)

(Signature) *Rafael de la Rosa* (Date) 3/18/25

CITY OF PORTERVILLE

VENDOR/PARTICIPANT LIST IN CONNECTION WITH THE APPLICATION AND AGREEMENT FOR A PERMIT TO HOLD A COMMUNITY CIVIC EVENT OR OTHER ACTIVITY TO BE HELD ON PUBLIC PROPERTY

Name of event: Sunday Fiesta

Sponsoring organization: Comision Honorifica Mexicana Americana, Inc (CHMA)

Location: Veteran Park

Event date: 05/04/25 Event time: 8 am-7pm

All vendors are required to complete the business license permit form. List all firms, individuals, organizations, etc., that will engage in selling at or participate in the above-named event. **NO PERMIT WILL BE ISSUED WITHOUT THIS INFORMATION.** Vendors with no valid City of Porterville business license are required to pay \$1 per day to the City, with the exceptions of non-profit organizations per *City of Porterville Municipal Code 15-20(E) Community Civic Events (16). This form should be completed at the time of application, but must be submitted **NO LESS THAN ONE WEEK PRIOR TO THE EVENT.**

Vendor name	Address/Telephone	Business License required?	Type of Activity
List 2 weeks prior to event			
1 Comision Honorifica	PO Box 2043	✓	Cinco de Mayo
2 Kona Ice	31351 Feitz Dr - Exeter	✓	sale of snow cones
3 Garcia's Corn	5332 E. Lowe Ave	✓	roasted corn,
4 Ric's Enchiladas	238 E. Hickory St, Lindsay	✓	furnet cakes, tamales, enchiladas, tacos, burritos, tortas
5 Lucy's Tamales	620 E. Poplar Ave #6	✓	tamales, menudo
6 Yucos Pastas	733 Pioneer Ave.	✓	nachos etc.
7 Naught Panda	2319 W. Chavelan Ave		
8 Stix Churros	1201 E. Putnam Ave		Cinco de Mayo
9 Espinoza's Taco			Cinco de Mayo
10 Karing 4 kids	206 W. Lacey Blvd Suite		Cinco de Mayo
11 EHCN	323 W. Putnam Ave	✓	health booths
12 Five Star Realty	208 N. Main St.	✓	booth informational
13 Campesinas Unidas	19081 Ave 148 - Rapa		booth informational
14 Scotty's counttime	285 W. W. (Lindsay)		Lenon shakers
15 Kettle Queen	498 Dogwood Ct. Tulare		kettlecorn

*Municipal Code 15-20(E) Community Civic Events (16): Business License Fees: Any individual, company, firm, concessionaire, fair operator, carnival operator, etc., who engages in, conducts, organizes, or promotes business for profit shall pay a business license fee of one dollar (\$1.00) per day per amusement, entertainment, exhibit, ride or per booth, space, stall, stand or other unenclosed location used for the purpose of advertising, promoting, or sale of, or taking orders for, goods or services; except that no individual, company, firm concessionaire, fair operator, carnival operator, etc., who possesses a valid city business license shall be subject to separate licensing pursuant to this subsection E16.

The nonprofit sponsor shall collect said fee and remit the fee to the city within five (5) working days following the CCE. Said remittance shall be accompanied by a complete list of participants and consecutively numbered receipts written in triplicate, containing the name, address and telephone number of the licensee, and the licensee's California seller's permit number. Said receipts shall be furnished by the city. One copy of the receipt shall be furnished to the licensee, one copy filed with the finance department of the city, and one copy retained by the CCE sponsor for a period of three (3) years for audit purposes.

TO BE HELD ON PUBLIC PROPERTY

Name of event: Sunday Fiesta

Location: Veteran's Park

Event date: 5/1/25 Event time: 8 am - 7 pm

[illegible]

3 of 4

CITY OF PORTERVILLE

REQUEST FOR STREET CLOSURES AND PUBLIC PROPERTY USAGE IN CONNECTION WITH THE APPLICATION AND AGREEMENT FOR A PERMIT TO HOLD A COMMUNITY CIVIC EVENT OR OTHER ACTIVITY TO BE HELD ON PUBLIC PROPERTY

Name of event: CHMA 5 de Mayo Parade

Sponsoring organization: Comision Honorifica Mexicana Americana, Inc. (CHMA)

Event date: 05/03/2025

Hours: 10am-12pm

ATTACH MAP MARKING AREAS TO BE CLOSED OR USED:

Closed

<u>Street Name</u>	<u>From which Street</u>	<u>To which Street</u>	<u>Activity</u>
Main St	Morton Avenue	Olive Avenue	Parade
Harrison	Hockett Street	Second Street	Parade
Thurman	Division	Second Street	Parade
Cleveland	Division	Second Street	Parade
Putnam	Division	Second Street	Parade
Mill	Division	Second Street	Parade
Oak	Division	Second Street	Parade
Garden	Division	Second Street	Parade
Olive	Hockett Street	Second Street	Parade
Olive	Hockett Street	B street	Parade
<u>Sidewalks</u>	<u>From which sidewalk</u>	<u>To which sidewalk</u>	<u>Activity</u>

Parking lots and spaces

Location

Activity

Requirements for Community Civic Event
Comision Honorifica Mexicana Americana, Inc.
Annual Cinco de Mayo Celebration and Sunday Fiesta
May 3 & 4, 2025

City Engineer:

D. Cervantez

Community Development Director:

C. Calderon

Public Works Director:

M. Knight

Fire Marshal:

C. Dignam

Please see Exhibit C.

Parks and Leisure Services Director:

D. Moore

May 3 – If electrical outlets are needed contact City staff by May 1.–May 4
Non-event vehicles to park in designated parking areas.

Police Lieutenant:

M. Acevedo

Please see Exhibit B.

Administrative Service Director:

Y. Andrade

The certificate of insurance and endorsement page are sufficient for the proposed events. All bounce house participants or legal guardians (if participant is a minor) must sign a waiver of liability releasing the City from any and all claims.

Field Services Superintendent:

B. Spry

We will set out trash containers for the parade.

Field Services Superintendent – Streets:

J. Baeza

The contact person will need to contact streets in regards to the street closure.

Requirements for Community Civic Event

Sponsor: Comision Honorifica Mexicana Americana, Inc.
Event: Annual Cinco de Mayo Celebration and Sunday Fiesta
Event Chairman: Roberto de la Rosa
Location: Downtown Main St and Veterans Park
Date of Event: Parade May 3, 2025 (10am-12pm)
Fiesta May 4, 2025 (10am-7pm)

RISK MANAGEMENT: Conditions of Approval

That the Comision Honorifica Mexicana Americana Inc provide a Certificate of Commercial General Liability Insurance Coverage evidencing coverage of not less than \$2,000,000 per occurrence, and having the appropriate Endorsement naming the City of Porterville, its Officers, Employees, Agents and Volunteers as 'Additional Insured' against all claims arising from, or in connection with, the Permitted operation and sponsorship of the aforementioned Community Civic Event.

- A. The Certificate shall be signed by an agent authorized to bind insurance coverage with the carrier, and the deductible, if any, shall not be greater than \$1,000.
- B. Said insurance shall be primary to the insurance held by the City of Porterville, be with a company having an A.M. Best Rating of no less than A: VII, and the insurance company must be an 'admitted' insurer in the State of California.

CITY OF PORTERVILLE
Community Civic Event Application

**CINCO DE MAYO PARADE/CELEBRATION Downtown
Main Street (May 3, 2025 / 10:00AM—12PM) Veteran's
Park (May 4, 2025 / 10:00AM—7:00PM)**

Proposed Conditions/Requirements/Parade:

- City Council approval is required for all street closures.
- Ensure highly visible and adequate barricades/barriers are used to warn motorists of non-access and prevent vehicle access to those designated areas.
- Cinco de Mayo Planning Committee should meet with street vendors to coordinate rules regarding their activities, such as:
 - Staying off the parade route and crossing in front of floats or groups
 - Shall not sell silly string, snap caps or party poppers (pursuant to City Ordinance)
- Food vendors should be situated where they do not block the sidewalk.
- Food vendors should provide inspection certificates from the Tulare County Health Department to ensure safe food products.
- Throwing candy or any substances/objects from vehicles, floats, or any parade entry is prohibited. This results in children scampering to catch or find candy in a crowded environment, and causes others to run out into the street. This practice creates significant and unnecessary risk for parade goers. All registered parade entrants should be informed of this prohibition and efforts taken to cease this practice.
- At the conclusion of the event, all barricades shall be promptly removed and equipment shall be cleared so as to avoid interfering with vehicular or pedestrian travel.
- Event organizers shall contact Sergeant Maria Aguillon (Porterville Police Department) as soon as possible and well in advance to the event in order to coordinate parade route postings and necessary police involvement. Sergeant Aguillon can be contacted at 559-782-7400.

Proposed Conditions/Requirements/Celebration:

- City Council approval is required for all street/sidewalk closures.
- Participants must not interfere with the normal flow of pedestrian/vehicular traffic.
- Food vendors should provide inspection certificates from the Tulare County Health Department to members of the organizing committee, to ensure food product safety.

- Consumption of alcohol by participants, attendees, organizers at the event is strictly prohibited.
- An Outside Amplifier Permit has been approved for both events. However, event organizers shall not allow music to be played so loud as to unreasonably disturb the peace and good order of any residents or business establishments in the surrounding area.
- At conclusion of event, event organizers shall ensure that affected parks/streets/sidewalks are promptly cleared of any vehicles, equipment, booths or anything that could present a hazard to pedestrians or vehicles traveling in the area, as well as any other related materials such as signs, pamphlets and fliers.
- Event organizers shall contact Sergeant Maria Aguillon, Traffic Supervisor, as soon as possible and well in advance to the event in order to coordinate police involvement. Sergeant Aguillon can be contacted at 559-782-7400.

Josh Maniss, Captain
Porterville Police Department

**City of Porterville/Fire Department
Community Civic Event Application**

Annual Cinco De Mayo Celebration and Sunday Fiesta

May 3-4, 2025

Main Street and Veterans Park

Proposed Conditions/Requirements for Event:

Proper spacing between canopies, tents and tarps. All tents, canopies, tarps shall all be fire resistance rated with an affixed and legible tag. Fire extinguishers available and within 75' travel distance to generators and booths. Food trailers shall be disconnected from the towing vehicle and level. All food trucks and trailers with an installed fire extinguisher system shall have a current inspection tag on the fixed extinguishing system (within the last 6 months) and have both a K extinguisher, and a 2A:10BC fire extinguisher (tagged within the last year). There shall be no cooking or frying producing grease laden vapors inside, or under, any tent, tarp, or canopy.

Clayton Dignam

Fire Marshal

Exhibit C, Page 1



PORTERVILLE FIRE DEPARTMENT

FIRE PREVENTION DIVISION

OUTDOOR FOOD BOOTH REQUIREMENTS

Authority cited: 2019 California Fire Code (CFC)

These standards apply to individual tents, temporary structures, or membrane structures less than 200 square feet in area, and canopies less than 400 square feet in area used as outdoor carnival and fair booths.

A permit is required before any tent or membrane structure larger than 400 square feet can be erected. (California Fire Code 3103.2)

Tents and membrane structures having an area in excess of 400 square feet shall not be erected, operated or maintained for any purpose without first obtaining a permit and approval from the building official and fire code official.

Exceptions:

1. Tents used exclusively for recreational camping purposes.
2. Tents open on all sides which comply with all the following:
 - a. Individual tents having a maximum size of 700 square feet.
 - b. Aggregate area of multiple tents placed side by side without 12 feet clearance, not exceeding 700 square feet total.
 - c. A minimum clearance of 12 feet to all structures and other tents.

Definitions

Cooking Booth – Booth where food is prepared by a heating or cooking process such as, but not limited to, grilling, frying, barbecuing, flambe', deep fat frying, baking, warming, or boiling. **Deep fat frying** – Any cooking operation or process whereby the product floats or is submerged in hot oil during the cooking process.

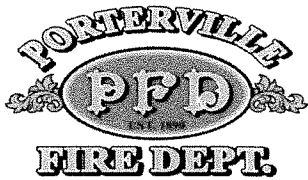
Vendor Booth – Any booth other than a cooking booth.

Cooking Booth Construction and Location

- All fabrics or membranes covering cooking booths shall be California State Fire Marshal certified flame retardant and be labeled as such.
- Decorative materials shall be inherently fire resistive or shall be treated with a fire-retardant spray.
- Flooring materials used within cooking booths and cooking equipment shall be non-combustible or California State Fire Marshal certified fire-retardant. (*Exception 3/8" plywood or similar material.*)
- Each cooking booth shall have at least one exit-way, a minimum 3' wide and 6'8" high. Booth frames shall not obstruct exit paths.
- Cooking booths shall have a minimum clearance of 10' on at least two sides with clearance of at least 10' from any vendor booth.
- Minimum 12' separation required between cooking booths with an aggregate size of 400 sq.ft. with sides, or 700 sq.ft. without sides.

Cooking Equipment

- All interior cooking equipment shall be of an approved type, and open-flame cooking shall be located a minimum of 18" from booth back/side drop materials.
- Compressed gas (butane, propane, or natural) equipment shall conform to the following:
 - Shut off valves shall be provided at each fuel source;
 - Cooking appliances shall have an ON-OFF valve located far enough away from the appliance to be safely shut off in case of fire;
 - Manufactured cooking appliances shall be equipped with a Thermocouple Valve to shut off fuel if flame is extinguished;
 - The booth operator shall test all connections for leaks with soap and water solution;
 - Fuel tanks shall be protected from damage and secured in an upright position;
 - Hoses shall be of a type approved for use with the equipment and fuel type;
 - Tanks not in use shall be turned off;
 - Extra fuel tanks shall not be stored in booths;
 - Unused fuel cylinders shall be stored in a secured position.



PORTERVILLE FIRE DEPARTMENT

FIRE PREVENTION DIVISION

Wood, Charcoal (Solid Fuels) Cooking

- Use only an electric starter or commercially sold lighter fluid.
- Charcoal cooking and storage of lighter fluid is prohibited inside booths.
- Charcoal cooking shall be located a minimum of ten **10'** away from booths and in areas away from public access.
- Charcoal cooking shall be located at least ten **10'** away from combustible structures and parked vehicles.
- Coals shall be disposed of in metal containers with lids approved by the Fire Marshal.

Deep Fat Frying, Flambé, and Wok

- Deep fat frying, flambé, and wok shall be located **no closer than 18"** from any combustible material.
- Cooking areas shall not be accessible to the public.
- Deep fat frying equipment shall be equipped with a temperature regulating device or other method of regulating temperatures approved by the Fire Marshal.
- Separation shall be maintained with a minimum of **3'** clearance between deep fat frying and flambé or open flame cooking.

Vendor Booth Construction and Location

- Each vendor booth shall have at least one exit-way, a minimum of **3'** wide by **6'8"** high. Booth frames shall not obstruct exit paths.
- Vendor booths shall have a minimum clearance of **20'** on at least one side, with clearance of at least **10'** from any cooking booth.

Electrical Power

- Generators shall be placed only in locations approved for festival use.
- Generators shall not be refueled during event hours. Extra fuel shall not be stored during event hours.
- Smoking and open flames shall be prohibited within **25'** of refueling operations.
- Extension cords shall be of a grounded type and approved for exterior use.

Fire Extinguishers

- Each cooking booth shall be equipped with a fire extinguisher with a minimum rating of **2A: 10BC**. Booths with deep fat frying or flambé cooking shall be equipped with an extinguisher rated for **class "K" fires**.
- Cooking booths shall be equipped with visible and accessible fire extinguishers mounted adjacent to the exit.
- For vendor booths, the maximum travel distance to a fire extinguisher with a minimum rating of **2A: 10BC** shall not exceed **75'**.
- Each generator shall be provided with a fire extinguisher with a minimum **40BC** rating. The extinguisher shall be located near the generator and accessible at all times.
- All fire extinguishers shall be serviced and tagged annually by a State-licensed contractor.

Miscellaneous

- The Porterville Fire Department shall be provided with a site plan showing emergency access.
- All booths are subject to inspection by the Fire Department and any discrepancies will require immediate action.
- All cooking areas shall be cleaned regularly to prevent the build-up of grease.
- There shall be a competent adult in cooking booths at all times to ensure safety.
- Seating shall be a minimum of **15'** from booths with open flame devices or cooking appliances.
- The Fire Department shall be provided with a telephone number of the responsible party to contact in case of emergency on a 24 hour basis.

Fire Safety Tips

- Know where fire extinguishers are and how to use them.
- Do not leave cooking unattended.
- Do not wear loose-fitting clothing while cooking.
- Remove trash accumulation regularly.
- Keep combustible materials away from heat sources.
- **In case of an emergency dial 9-1-1.**

The attached "Food Booth Vendor Agreement" must be on site at all times and presented upon request of any Porterville Fire Department Personnel.



PORTERVILLE FIRE DEPARTMENT

FIRE PREVENTION DIVISION

Cooking Booth Vendor Agreement

Booth/Space # _____ Business Name _____
On Site Contact Name _____ Contact Phone # _____

Cooking Booth Construction and Location

1. Tents, canopies, and decorative material shall be inherently flame-resistive and proof of certification shall be on site at all times.
2. Cooking booth floors may be concrete, asphalt, or plywood over grass and dirt.
3. An emergency access of 36" shall be maintained between the back of each cooking booth and any fencing at all times. **NO EXCEPTIONS.**

Cooking Equipment

1. Cooking with charcoal, wood, or other solid fuel shall be located a **minimum of 10'** away from booths, canopies, combustible material or any public access.
2. Deep fat frying shall be located a **minimum of 3'** away from booths, canopies, open flame cooking, combustible material or any public access.
3. Any open flame cooking shall be located a **minimum of 18"** away from any vertical surface, combustible material or any public access.
4. Extra fuel tanks shall **NOT** be stored in booths or within 5' of cooking equipment.
5. All cooking, gas powered, or electrically energized equipment shall meet manufacturer specifications and shall be free of excess cooking oils or any other combustible materials.

Miscellaneous

1. A visible and accessible, 2A:10BC fire extinguisher with a current (within the last 12 months) State Fire Marshall tag must be provided within 20' of travel in all cooking areas.
2. A visible and accessible Class K portable fire extinguisher with a current (within the last 12 months) State Fire Marshall tag must be provided in all cooking areas with deep fat frying.
3. All cooking areas shall be cleaned regularly to prevent build-up of combustible substances.
4. Extension cords shall be of a grounded type, approved for exterior use, and in good working order.
5. Smoking is not allowed at any time within food booths or within 25' of any fuel source.
6. Specialized cooking equipment is subject to approval by the Fire Marshal.

Additional Requirements:

The Porterville Fire Department has established these requirements in accordance with the California Fire Code. Your cooperation is required to maintain a high level of fire safety throughout the event. All booths are subject to fire department inspection prior to and at any time during the event. Any discrepancies to the above requirements or any conditions considered a threat to fire and life safety by the Fire Inspector may result in the immediate cessation of cooking.

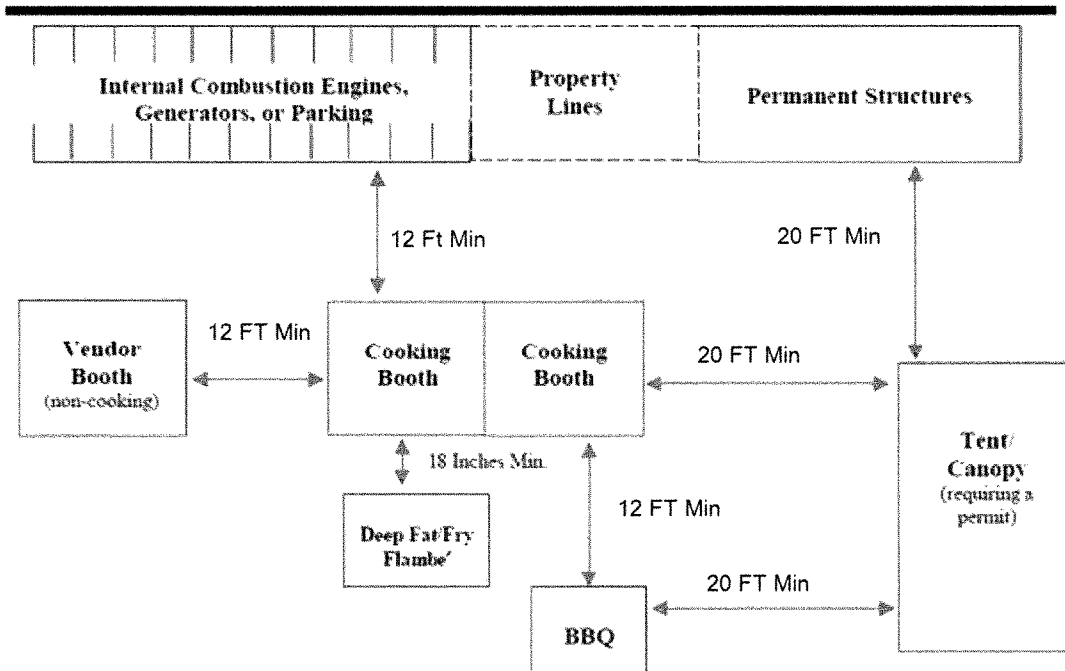
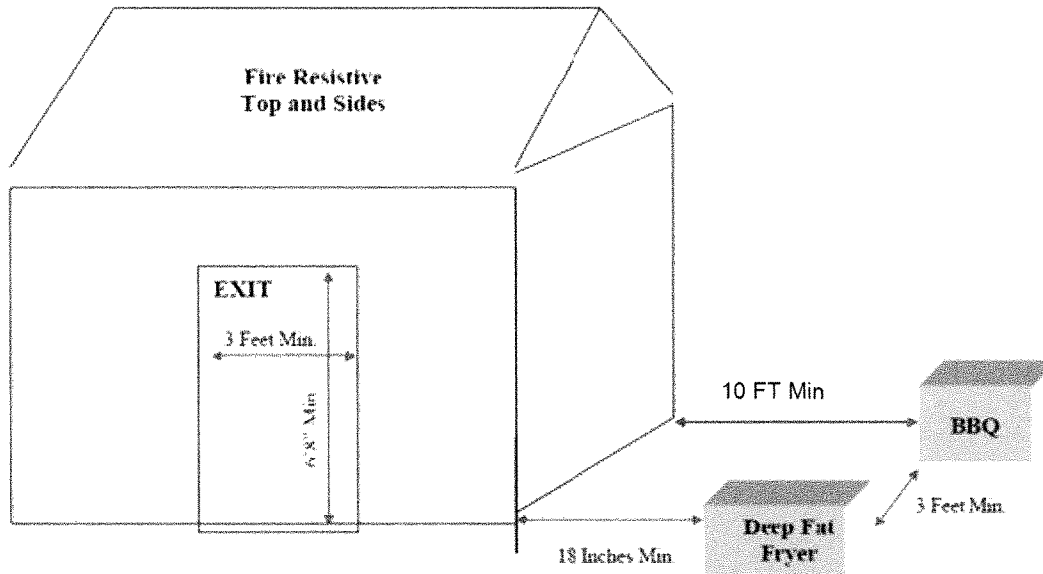
By signing below, I acknowledge that I have read and agree to comply with all requirements of this contract.

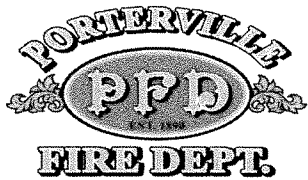
Signature _____ Date _____



PORTERVILLE FIRE DEPARTMENT

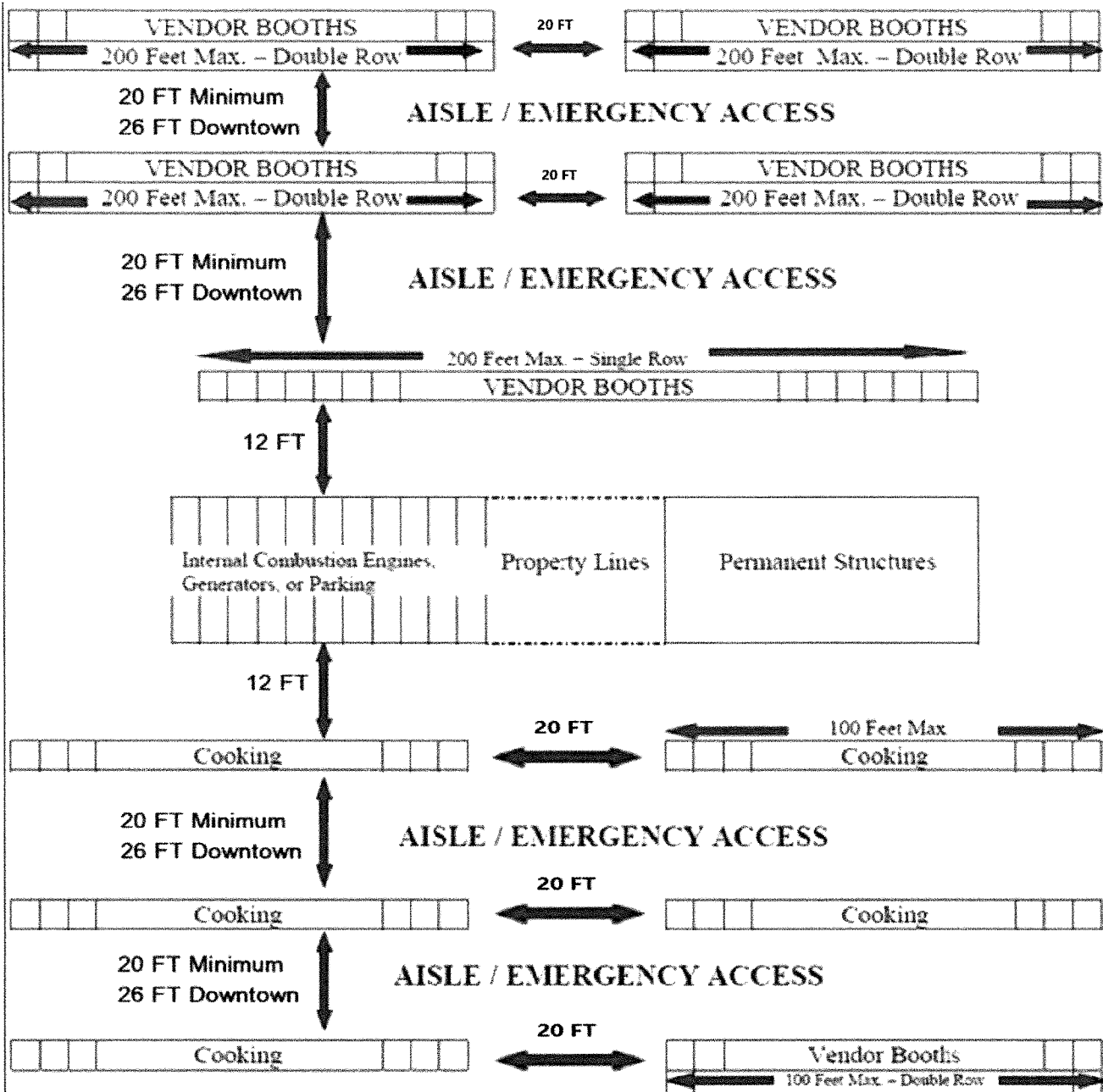
FIRE PREVENTION DIVISION





PORTERVILLE FIRE DEPARTMENT

FIRE PREVENTION DIVISION



**Note: Cooking booths are limited to single rows only. Back-to-back rows are not permitted. Maximum overall length of individual rows is 100 feet with aggregate spacing throughout.*

***Note: Aggregate area of multiple tents placed side by side without 12 feet clearance shall not exceed 400 square feet with sides, or 700 square feet without sides. A minimum clearance of 12 feet to all structures and other tents is required.*

****Note: Maximum overall row length distances listed, or shown above, shall meet spacing requirements for aggregate size restrictions*

CITY OF PORTERVILLE
OUTSIDE AMPLIFIER PERMIT
(City Ordinances #18-9 & 18-14)



This application must be submitted ten (10) days prior to the date of the event. A copy of this permit must be at the operating premises of the amplifying equipment for which this registration is issued.

- 1 Name and home address of the applicant: CHMA P.O. BOX 2043 Porterville, CA 93258
- 2 Address where amplification equipment is to be used: Veterans Park / Downtown Main St
- 3 Names and addresses of all persons who will use or operate the amplification equipment: _____
- 4 Type of event for which amplification equipment will be used: Live music, amplifiers, microphone
- 5 Dates and hours of operation of amplification equipment: 05/04/2025 12 pm-7pm (Veterans Park)
5-3-25 (Downtown Main St) - Parade
- 6 A general description of the sound amplifying equipment to be used: Speakers and drum set to be used by the announcer and musical entertainers

Section 18-9

It shall be unlawful for any person within the city to use or operate or cause to be operated or to play any radio, phonograph, jukebox, record player, loudspeaker, musical instrument, mechanical device, machine, apparatus, or instrument for intensification or amplification of the human voice or any sound or noise in a manner so loud as to be calculated to disturb the peace and good order of the neighborhood or sleep of ordinary persons in nearby residences or so loud as to unreasonably disturb and interfere with the peace and comfort of the occupants of nearby residences.

The operation of any such instrument, phonograph, jukebox, machine or device in such manner as to be plainly audible at a distance of one hundred feet (100') from the building, structure, vehicle, or place in which, or on which it is situated or located shall be prima facie evidence of a violation of this section. (Ord. Code § 6311)

Section 18-14

It shall be unlawful for any person to maintain, operate, connect, or suffer or permit to be maintained, operated, or operated, or connected any or sound amplifier in such a manner as to cause any sound to be projected outside of any building or out of doors in any part of the city, except as may be necessary to amplify sound for the proper presentation of moving picture shows, or exhibiting for the convenient hearing of patrons within the building or enclosure in which the show or or exhibition is given, without having first procured a permit from the chief of police, which permit shall be granted at the will of the chief of police upon application in writing therefore, but which permit, when granted, shall be revocable by the city council whenever any such loudspeaker or sound amplifier shall by the council be deemed objectionable, and any such permit may be so revoked with or without notice, or with or without a formal hearing, at the option of the council, and in the event of the revocation of any such permit, the same shall not be renewed, except upon application as the first instance. (Ord. Code § 6312)

Penal Code Section 415 (2) Any of the following persons shall be punished by imprisonment in the county jail for a period of not more than 90 days, a fine of not more than four hundred dollars (\$400), or both such imprisonment and fine: (2) Any person who maliciously and willfully disturbs another person by loud and unreasonable noise.

I hereby certify that I have read and answered all statements on this registration form and that they are true and correct.

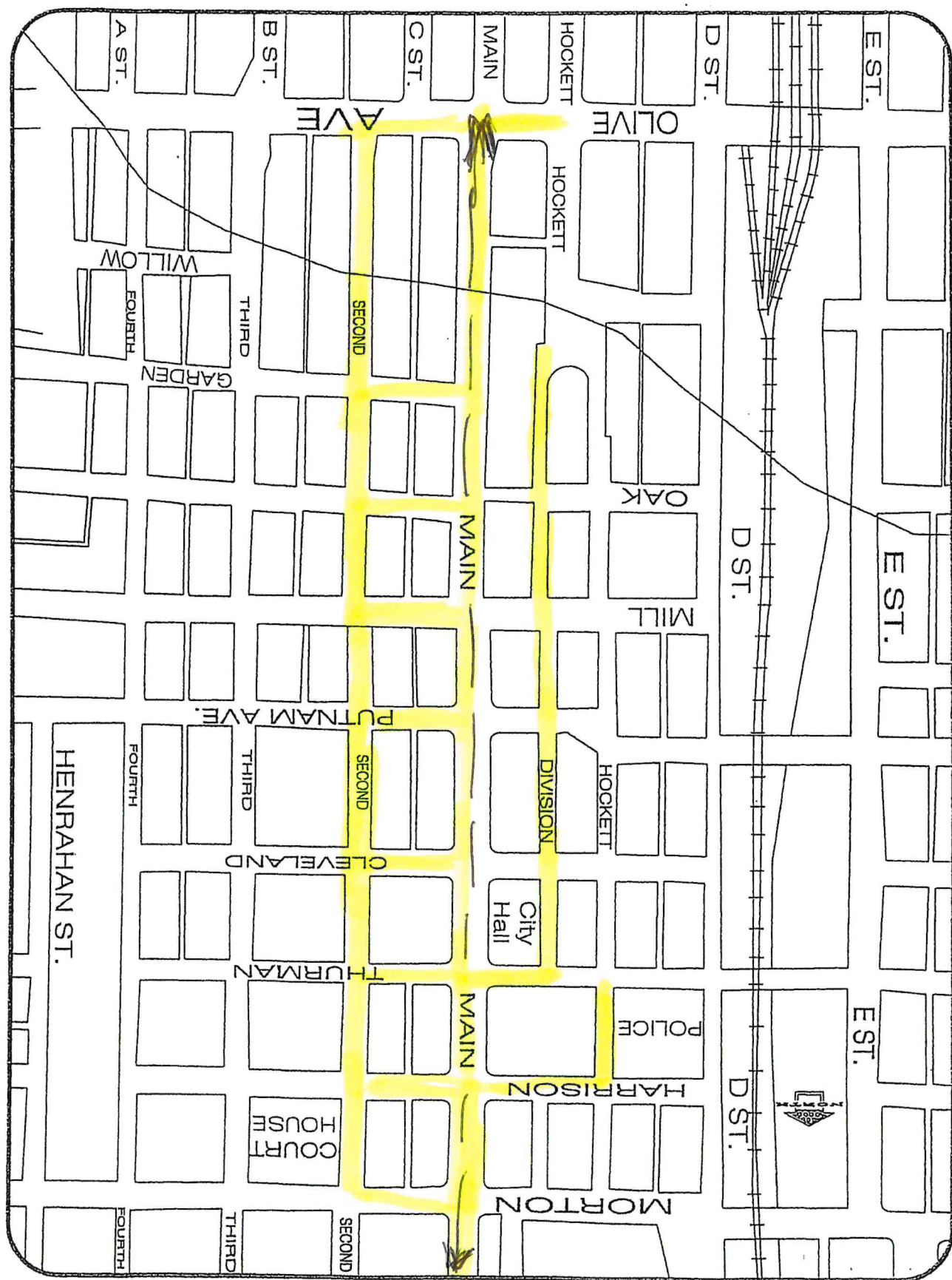
[Signature]
Signature of Applicant

3/18/2025
Date

THIS OUTSIDE AMPLIFIER PERMIT HAS BEEN APPROVED. HOWEVER, WE URGE YOU TO REMAIN CONSIDERATE OF THE GENERAL PEACE AND ORDER OF THE NEIGHBORS IN THE AREA. FAILURE TO ABIDE BY THESE REGULATIONS CAN RESULT IN REVOCATION OF THE PERMIT.

[Signature]
City of Porterville, Chief of Police/Designee

3-26-25
Date



STAGE

1 REN

2 REN

3 INFO



FOOD

10-INFO

11 KONA FOOD

ROUNDS +
PUBLIC
SEATING
AREA



4 REN

5 REN

6 COMMERCIAL

FOOD

BOUNCE

HOUSES AND GAMES

12 INFO

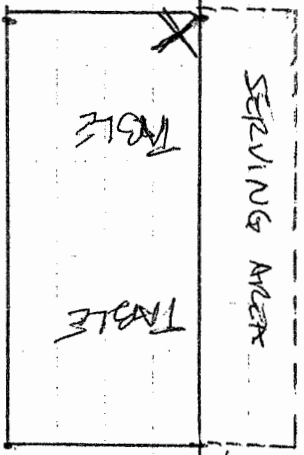
TICKETS
DRINKS

SERVING AREA

TABLE

TABLE

GRILL





COMIHON01C

ESOLORIO

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/19/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER License # 0D44424 INSURICA PO Box 1960 Porterville, CA 93258	CONTACT NAME: Esperanza Solorio, CISR		
	PHONE (A/C, No, Ext): (559) 560-3212	FAX (A/C, No):	
	E-MAIL ADDRESS: Esperanza.Solorio@INSURICA.com		
INSURED Comision Honorifica Mexicana Americana, Inc P.O. Box 2043 Porterville, CA 93258	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Nonprofits' Insurance Alliance of CA, Inc.		NA
	INSURER B :		
	INSURER C :		
	INSURER D :		
	INSURER E :		
		INSURER F :	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	X	X	01CP00105940123	2/22/2025	2/22/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 0			01UB00105940102	2/22/2025	2/22/2026	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

RE: Cinco de Mayo events dates April 30 - May 5, 2025

Certificate Holder City of Porterville is listed as an Additional Insured with respect to general liability if required or agreed to in a written contract subject to all provisions and limitations of the policy. Attached if form #NIA-061 GL 02 19 and NIA-026 GL 11 17.

CERTIFICATE HOLDER

CANCELLATION

City of Porterville Successor Agency to the Porterville Redevelopment Agency 291 N. Main St. Porterville, CA 93257	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	---

Policy Number: 01-CP-0010594-01-23

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - PRIMARY AND NON-CONTRIBUTORY - PUBLIC ENTITIES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SCHEDULE

Name of Person or Organization:

City of Porterville

A. SECTION II – WHO IS AN INSURED is amended to include:

4. Any public entity as an additional insured, and the officers, officials, employees, agents and/or volunteers of that public entity, as applicable, who may be named in the Schedule above, when you have agreed in a written contract or written agreement presently in effect or becoming effective during the term of this policy, that such public entity and/or its officers, officials, employees, agents and/or volunteers be added as an additional insured(s) on your policy, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

- a. Your negligent acts or omissions; or
- b. The negligent acts or omissions of those acting on your behalf;

in the performance of your ongoing operations.

No such public entity or individual is an additional insured for liability arising out of the sole negligence by that public entity or its designated individuals. The additional insured status will not be afforded with respect to liability arising out of or related to your activities as a real estate manager for that person or organization.

B. SECTION III – LIMITS OF INSURANCE is amended to include:

8. The limits of insurance applicable to the public entity and applicable individuals identified as an additional insured(s) pursuant to Provision A.4. above, are those specified in the written contract between you and that public entity, or the limits available under this policy, whichever are less. These limits are part of and not in addition to the limits of insurance under this policy.

C. With respect to the insurance provided to the additional insured(s), Condition 4. Other Insurance of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS is replaced by the following:

4. Other Insurance

a. Primary Insurance

This insurance is primary if you have agreed in a written contract or written agreement:

- (1) That this insurance be primary. If other insurance is also primary, we will share with all that other insurance as described in c. below; or

Policy Number: 01-CP-0010594-01-23

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS (WAIVER OF SUBROGATION)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

Any person or organization that you are required to include on this policy, under written contract or agreement currently in effect or becoming effective during the term of this policy, applicable under the terms and conditions of this endorsement, and consistent with the description below that the parties intend. The additional insured status will not be afforded with respect to liability arising out of or related to your activities as a real estate manager for that person or organization.

Where you are so required in a written contract or agreement currently in effect or becoming effective during the term of this policy, we waive any right of recovery we may have against that person or organization, who may be named in the schedule above, because of payments we make for injury or damage.



City of Porterville Parks & Leisure Services

15 E Thurman Suite A
291 North Main Street
Porterville, CA 93257

559-791-7695
parks_leisure@ci.porterville.ca.us
<http://www.ci.porterville.ca.us/>

Registration/Payment Receipt 84098202

03/17/2025 03:11 PM

Account Information

Comision Honorifica Mexicana-
Americana Inc
Teresa De La Rosa
PO Box 2043
Porterville, CA 93257
559-359-1443

Payment

Credit/Debit
Ending in 8351
Merchant Code
189caa07-bdc2-446e-a994-
871ac925a4d8

\$187.00

Received By

Christina Carrillo at
Centennial Plaza

Item	Amount Paid
Veterans Park Pavilion 1 May 4, 2025 10:00 AM-10:00 PM - Resident Rental Fee: \$60/Block	\$60.00
Bounce House Permit Fee	\$27.00
Veterans Park Pavilion 2 May 4, 2025 10:00 AM-10:00 PM - Resident Rental Fee: \$60/Block	\$60.00
Veterans Park Picnic Area 4 May 4, 2025 10:00 AM-10:00 PM - Resident Rental Fee: \$40/Block	\$40.00
Subtotal	\$187.00
Total Payment	\$187.00

Prompt(s)

Are you having a bounce house at your party? If so, a bounce house permit must be purchased. By checking this box the permit fee will automatically be added to your cart. Outlets may NOT be used for bounce houses.. A list of authorized bounce house companies is available for you to print or you may pick up a list at the Parks & Leisure Office during normal business hours. Yes

Please indicate an estimated number of people you are expecting to attend this function.
100+

Select type of event Community Event (Requires City Council Approval)

Facility Notes

Veterans Park Pavilion 1

Parks, Pavilions

No alcoholic beverages are allowed in the parks without a permit issued by Parks and Leisure Services and the Police Department. **Those who want alcohol must apply at least seven (7) days prior to the event at the Parks & Leisure Services Offices (15 E Thurman Ave, Ste A). No Exceptions.** Alcohol beverage permit - \$2.00 per person. Permits only issued to those who rent pavilions or special areas. Alcohol tags are to be picked up at the Parks & Leisure office the Friday before your party.

Rental time includes set-up, take-down and clean-up. **Park hours:** 10:00 a.m. - 10:00 p.m.

Unfortunately, vandalism occurs or other unforeseen difficulties arise, and most facility uses

¡Viva 5 de Mayo!
¡Viva Nuestra Comunidad!



5 de Mayo

APR 30

5 DE MAYO PAGEANT

CHMA Community Center / 6:00 pm

MAY 2

DIA DEL NIÑO

FOR 900 KINDERGARTEN CHILDREN

Granite Hills High School / 9:30 am to 12:30 pm

MAY 3

5 DE MAYO PARADE

Porterville Main Street / 10:00 am

MAY 4

FIESTA DOMINGUERA

Veterans Park / 1:00 to 6:00 pm

Musical groups, food vendors, games, bounce
houses for children, and much more

(THIS IS A FAMILY EVENT, NO ALCOHOL ALLOWED)





CITY COUNCIL AGENDA – APRIL 1, 2025

SUBJECT: Approval of Community Civic Event - Pink Heals Tulare County Chapter and Rollin' Relics Car Club - Rollin' Relics Car Show - May 10, 2025

SOURCE: Finance

COMMENT: The Pink Heals Tulare County Chapter and Rollin' Relics Car Club are requesting approval to hold the 23rd Annual Rollin' Relics Car Show on Saturday, May 10, 2025, at Veterans Park, from 7:00 AM to 3:00 PM. The Rollin' Relics Car Club is asking for the ability to park show cars and set up vendor booths on the grass area along Newcomb Street and Henderson Avenue within the park. This event will benefit Porterville youth activities and community projects. An outdoor amplifier permit has been approved from 9:00 AM to 3:00 PM.

This request is made under the Community Civic Events Ordinance No. 1326, as amended. The Application has been routed according to the Ordinance regulations and reviewed by all City departments involved. All requirements and restrictions are listed on the attached Application and Agreement, Exhibit A, Exhibit B, Exhibit C and Outside Amplifier Permit.

RECOMMENDATION: That the City Council approve the Community Civic Event Application submitted by the Pink Heals Tulare County Chapter and Rollin' Relics Car Club, to hold the "Rollin' Relics Car Show" event on Saturday, May 10, 2025, subject to the requirements and restrictions contained in the Application and Agreement, Exhibit A, Exhibit B, Exhibit C and Outside Amplifier Permit.

ATTACHMENTS:

1. CCE Application and Agreement, Exhibit A, Exhibit B, Exhibit C, Outside Amplifier Permit, Map, and Certificate of Liability Insurance

Appropriated/Funded:

Review By:

Department Director:

Janie Rodriguez, Finance Director

Final Approver: Jason Ridenour, Interim City Manager

CITY OF PORTERVILLE

291 N. Main Street, Porterville, CA 93257
559-782-7451 Fax: 784-4569 www.ci.porterville.ca.us



(Incomplete applications can delay permit process)

APPLICATION AND AGREEMENT FOR A PERMIT TO HOLD A COMMUNITY CIVIC EVENT OR OTHER ACTIVITY TO BE HELD ON PUBLIC PROPERTY

DO YOU HAVE? Event Flyer? Yes E-mail address? cbader49@gmail.com Website? Yes

Application date: 3-15-25 Event date: 5-10-25 5/10/25

Event time: 7-3pm

Co → Name of Event: Rollin Relics Car Show ALSO
Sponsor Co-Sponsor

Co → Sponsoring organization: Pink Heals Tuberc Phone # 791-9985

Address: P.O. Box 328 Porterville CA 93257

Authorized representative: Kim Latham Phone # 907 8181

Address: Same as above

* Event chairperson: Don Bader Phone # 559 310-0861 ✓

Location of event Veterans Park

(Location map must be attached)

Description of event: Car Show

Purpose of event: Show off Vintage Cars

Non-profit organization status: See Attached

(IRS Determination)

City services requested (fees associated with these services will be billed separately):

Barricades (quantity): 4 Street sweeping Yes No ✓

Police protection Yes No ✓ Refuse pickup Yes No ✓

Other: Will Pick Up Barricades @ Park Department

Parks facility application required: Yes ✓ No Attached ✓

Assembly permit required: Yes No ✓ Attached

STAFF COMMENTS (list special requirements or conditions for event):

Appr. Deny

_____	_____	Bus. Lic. Spvr.	_____
_____	_____	Pub. Works Dir.	_____
_____	_____	Comm. Dev. Dir.	_____
_____	_____	Field Svcs. Mgr.	_____
_____	_____	Fire Chief	_____
_____	_____	Parks Dir.	_____
_____	_____	Police Chief	_____
_____	_____	Risk Manager	_____

CITY OF PORTERVILLE

APPLICATION AND AGREEMENT FOR A PERMIT TO HOLD A COMMUNITY CIVIC EVENT OR OTHER ACTIVITY TO BE HELD ON PUBLIC PROPERTY

What constitutes a Community Civic Event?

A non-profit organization wishes to sponsor an event that is open to the community at large and will utilize public property. Most of the time, Community Civic Events require street or sidewalk closures. This application must be submitted **NO LESS THAN 30 DAYS PRIOR** to the date of the event in order to obtain City Council approval.

All City Code requirements are described in ordinance 15-20 (e) 1-23 and as amended in ordinance 1613. For a full description please visit our City of Porterville website at www.ci.porterville.ca.us/govt/CityClerk/, Porterville Municipal Codes. For questions or concerns please call 559-782-7451 or 559-782-7457. Any person who violates the provisions in this code, shall be deemed guilty of either a misdemeanor or an infraction, with penalties of one hundred (\$100) for the first violation.

Liability insurance: The sponsoring organization/applicant agrees to provide and keep in force during the term of this permit a policy of liability and property damage insurance against liability for personal injury, including accidental death, as well as liability for property damage which may arise in any way during the term of this permit. The sponsoring organization/applicant's insurance coverage shall apply as primary to, and on a non-contributory basis with, any other available coverage of the City. The City of Porterville and Successor Agency to the Porterville Redevelopment Agency shall be named as additional insured. A Certificate of Liability Insurance and Additional Insured Endorsement sample forms are enclosed for your convenience. This original certificate and endorsement shall be submitted to the Finance Department with the application. *The council shall condition the granting of a CCE permit upon the sponsoring entity's filing with the council a policy of public liability insurance in which the city has been named as insured or coinsured with the permittee. The policy of insurance shall insure the city, its officers, and its employees against all claims arising out of, or in connection with, the issuance of the CCE permit or the operation of the permittee or its agents or representatives, pursuant to the permit. The policy of insurance shall provide coverage of no less than two million dollars (\$2,000,000.00) per occurrence of bodily injury and property damage, combined single limit. (Ordinance 15-20(e) 18)*

RB Authorized Representative Initial

Alcohol liability insurance: Organization/Applicant will obtain an alcohol permit if any alcoholic beverages are to be served. The insurance policy shall be endorsed to include full liquor liability in an amount not less than one million dollars (\$1,000,000) per occurrence. The City of Porterville shall be named as additional insured against all claims arising out of or in connection with the issuance of this permit or the operation of the permitted, his/her agents or representatives pursuant the permit. Claims-made policies are not acceptable.

RB Authorized Representative Initials

Health permit: Organization/Applicant will obtain or ensure that all participants obtain a 'Temporary Food Facilities' permit(s) from the Tulare County Public Health Department, if any food is to be served in connection with this Community Civic Event. To contact the Tulare County Environmental Health Department located at 5957 S. Mooney Blvd., Visalia, CA, 93277, call 559-733-6441, or fax information to 559-733-6932; or visit their website: www.tularehhsa.org.

RB Authorized Representative Initials

First aid station: Organization/Applicant will establish a first aid station, with clearly posted signs, to provide basic emergency care, such as ice/hot packs, bandages, and compresses.

RB Authorized Representative Initials

Toilet rental service: Applicant shall have care, custody and control of the equipment and shall bear responsibility and liability for all loss and damage to the equipment and for its contents while at the City's location. Applicant shall not overload, move or alter the equipment and shall use the equipment for its intended purpose. Applicant shall be responsible for any damages to City's property resulting from company's provision of services hereunder. Applicant shall confirm with the service company the number of portable toilets, standard and handicap, and wash sinks needed for the number of expected attendees.

RB Authorized Representative Initials

Agreement: The sponsoring organization/applicant agrees to comply with all provisions of the Community Civic Event Ordinance 15-20(e), as amended, and the terms and conditions set forth by City Council and stated in Exhibit 'A.' The sponsoring organization/applicant agrees, during the term of this permit, to secure and hold the City free and harmless from all loss, liability, and claims for damages, costs and charges of any kind or character arising out of, relating to, or in any way connected with his/her performance of this permit. Said agreement to hold harmless shall include and extend to any injury to any person or persons, or property of any kind whatsoever and to whomever belonging, including, but not limited to, said organization/applicant, and shall not be liable to the City for any injury to persons or property which may result solely or primarily from the action or non-action of the City or its directors, officers, or employees. Approval of the Community Civic Events Permit by the Porterville City Council pertains only to authorized activities conducted at designated locations within the incorporated area of the City of Porterville, and such approval shall not be construed or interpreted to authorize sponsor utilization of public right-of-ways outside of the jurisdiction of the City of Porterville.

Rollin Relics Car Club

(Name of Organization)

Donald Bader

(Signature)

3/15/25

(Date)

CITY OF PORTERVILLE

VENDOR/PARTICIPANT LIST IN CONNECTION WITH THE APPLICATION AND AGREEMENT FOR A PERMIT TO HOLD A COMMUNITY CIVIC EVENT OR OTHER ACTIVITY TO BE HELD ON PUBLIC PROPERTY

Name of event: Rollin Relics Car Show

Sponsoring organization: Pink Heals Tulare Co. + Rollin Relics Car Club

Location: Veterans Park Event date: 5/10/25 Event time: 7-3 pm

All vendors are required to complete the business license permit form. List all firms, individuals, organizations, etc., that will engage in selling at or participate in the above-named event. **NO PERMIT WILL BE ISSUED WITHOUT THIS INFORMATION.** Vendors with no valid City of Porterville business license are required to pay \$1 per day to the City, with the exceptions of non-profit organizations per *City of Porterville Municipal Code 15-20(E) Community Civic Events (16). This form should be completed at the time of application, but must be submitted **NO LESS THAN TWO WEEKS PRIOR TO THE EVENT.**

Vendor name	Address/Telephone	Business License required?	Type of Activity
Twenty Dogs	314 N Albert Space 64 Exeter, Ca		Hot Dogs
A+W Restaurant	2611 S Mainway Blvd Visalia 733-4445		Root Beer Floats
Route 65	1398 E. Morton Ave Porterville Ca 559 310-2094		Hamburgers

***Municipal Code 15-20(E) Community Civic Events (16): Business License Fees:** Any individual, company, firm, concessionaire, fair operator, carnival operator, etc., who engages in, conducts, organizes, or promotes business for profit shall pay a business license fee of one dollar (\$1.00) per day per amusement, entertainment, exhibit, ride or per booth, space, stall, stand or other unenclosed location used for the purpose of advertising, promoting, or sale of, or taking orders for, goods or services; except that no individual, company, firm, concessionaire, fair operator, carnival operator, etc., who possesses a valid city business license shall be subject to separate licensing pursuant to this subsection E16. The nonprofit sponsor shall collect said fee and remit the fee to the city within five (5) working days following the CCE. Said remittance shall be accompanied by a complete list of participants and consecutively numbered receipts written in triplicate, containing the name, address and telephone number of the licensee, and the licensee's California seller's permit number. Said receipts shall be furnished by the city. One copy of the receipt shall be furnished to the licensee, one copy filed with the finance department of the city, and one copy retained by the CCE sponsor for a period of three (3) years for audit purposes.

CITY OF PORTERVILLE

REQUEST FOR STREET CLOSURES AND PUBLIC PROPERTY USAGE IN CONNECTION WITH THE APPLICATION AND AGREEMENT FOR A PERMIT TO HOLD A COMMUNITY CIVIC EVENT OR OTHER ACTIVITY TO BE HELD ON PUBLIC PROPERTY

Name of event: Rollin Relics Car Show

Sponsoring organization: Pink Heals Tulare Co. + Rollin Relics Br Club

Event date: May 10, 2025 Hours: 7-3pm

ATTACH MAP MARKING AREAS TO BE CLOSED OR USED:

Closed			
<u>Street Name</u>	<u>From which Street</u>	<u>To which Street</u>	<u>Activity</u>
None			

To be held @ Veterans Park

<u>Sidewalks</u>	<u>From which sidewalk</u>	<u>To which sidewalk</u>	<u>Activity</u>
None			

<u>Parking lots and spaces</u>	<u>Location</u>	<u>Activity</u>
	None	

Requirements for Community Civic Event
Pink Heals Tulare County Chapter
Rollin Relics Car Show
May 10, 2025

City Engineer:
D. Cervantez

Community Development Manager:
C. Calderon

Public Works Director
M. Knight

Fire Marshal:
C. Dignam

Please see Exhibit C, Pages 1-6

Parks and Leisure Services Director:
D. Moore

Parks is coordinating logistics with
the event coordinator.

Police Lieutenant:
M. Azevedo

Please see Exhibit B

Administrative Services Director:
Y. Andrade

The certificate of liability and
endorsement form provided are
sufficient for the proposed event.

Field Services Superintendent-Refuse:
B. Spry

No comments.

Field Services Superintendent–Streets:
J. Baeza

No comments.

Requirements for Community Civic Event

Sponsor: Pink Heals Tulare County Chapter
Event: Rollin Relics Car Show
Event Chairman: Don Bader
Location: Veterans Park
Date of Event: May 10, 2025
Time of Event: 8:00 AM – 3:00 PM

RISK MANAGEMENT: Conditions of Approval

That Pink Heals Tulare County Chapter provide a Certificate of Commercial General Liability Insurance Coverage evidencing coverage of not less than \$2,000,000 per occurrence, and having the appropriate Endorsement naming the City of Porterville, its Officers, Employees, Agents and Volunteers as 'Additional Insured' against all claims arising from, or in connection with, the Permitted operation and sponsorship of the aforementioned Community Civic Event.

- A. The Certificate shall be signed by an agent authorized to bind insurance coverage with the carrier, and the deductible, if any, shall not be greater than \$1,000.
- B. Said insurance shall be primary to the insurance held by the City of Porterville, be with a company having an A.M. Best Rating of no less than A: VII, and the insurance company must be an 'admitted' insurer in the State of California.

**CITY OF PORTERVILLE/POLICE DEPARTMENT
Community Civic Event Application**

**Rollin' Relics Car Show
May 10, 2025 / 7:00 AM—3:00 PM
Veterans Park, Porterville**

Recommendations/Requirements:

- Food vendors, in the event that some develop during the planning of the event, should provide inspection certificates from the Tulare County Health Department to members of the organizing committee, to ensure food product safety.
- An Outside Amplifier Permit has been approved. However, event organizers shall not allow music to be played so loud as to unreasonably disturb the peace and good order of any residents or business establishments in the surrounding area.
- At conclusion of the event, organizers shall ensure the park is promptly cleared of any vehicles, equipment, booths, or anything that could present a hazard to pedestrians or residents visiting the park.
- Participant vehicles shall not be parked on any part of any sidewalk, or otherwise block traffic or pedestrian travel.
- Event organizers should contact Sergeant Maria Aguillon well in advance of the event for informational purposes and to identify any additional policing concerns/requirements. She can be reached at (559) 782-7400.

Mark Azevedo, Lieutenant
Porterville Police Department

**City of Porterville/Fire Department
Community Civic Event Application**

**Rollin Relics Car Show
May 10,2025, 7:00 AM-3:00 PM
Veterans Park**

Please ensure proper spacing of tents and canopies, no more than 400 square feet with sides, or 700 square feet without sides, must have a minimum of 12 feet between any combination of tents or canopies meeting the sizes listed. All canopies, tarps, and tents shall have an affixed label showing compliance with the flame resistance requirements of the State of California. All booths using electricity, preparing food, or using a generator shall have at a minimum a 2A:10B,C fire extinguisher that is properly tagged for use. All trailers shall be separated from the towing vehicle and leveled. There shall be a minimum of 12' between units. All food truck/trailers with a fixed extinguishing system shall have a current inspection tag on the system and the required K series extinguisher, along with the 2A:10B,C fire extinguisher.

Clayton Dignam
Fire Marshal



PORTERVILLE FIRE DEPARTMENT

FIRE PREVENTION DIVISION

OUTDOOR FOOD BOOTH REQUIREMENTS

Authority cited: 2019 California Fire Code (CFC)

These standards apply to individual tents, temporary structures, or membrane structures less than 200 square feet in area, and canopies less than 400 square feet in area used as outdoor carnival and fair booths.

A permit is required before any tent or membrane structure larger than 400 square feet can be erected. (California Fire Code 3103.2)

Tents and membrane structures having an area in excess of 400 square feet shall not be erected, operated or maintained for any purpose without first obtaining a permit and approval from the building official and fire code official.

Exceptions:

1. Tents used exclusively for recreational camping purposes.
2. Tents open on all sides which comply with all the following:
 - a. Individual tents having a maximum size of 700 square feet.
 - b. Aggregate area of multiple tents placed side by side without 12 feet clearance, not exceeding 700 square feet total.
 - c. A minimum clearance of 12 feet to all structures and other tents.

Definitions

Cooking Booth – Booth where food is prepared by a heating or cooking process such as, but not limited to, grilling, frying, barbecuing, flambe', deep fat frying, baking, warming, or boiling. **Deep fat frying** – Any cooking operation or process whereby the product floats or is submerged in hot oil during the cooking process.

Vendor Booth – Any booth other than a cooking booth.

Cooking Booth Construction and Location

- All fabrics or membranes covering cooking booths shall be California State Fire Marshal certified flame retardant and be labeled as such.
- Decorative materials shall be inherently fire resistive or shall be treated with a fire-retardant spray.
- Flooring materials used within cooking booths and cooking equipment shall be non-combustible or California State Fire Marshal certified fire-retardant. (*Exception 3/8" plywood or similar material.*)
- Each cooking booth shall have at least one exit-way, a minimum 3' wide and 6'8" high. Booth frames shall not obstruct exit paths.
- Cooking booths shall have a minimum clearance of 10' on at least two sides with clearance of at least 10' from any vendor booth.
- Minimum 12' separation required between cooking booths with an aggregate size of 400 sq.ft. with sides, or 700 sq.ft. without sides.

Cooking Equipment

- All interior cooking equipment shall be of an approved type, and open-flame cooking shall be located a minimum of 18" from booth back/side drop materials.
- Compressed gas (butane, propane, or natural) equipment shall conform to the following:
 - Shut off valves shall be provided at each fuel source;
 - Cooking appliances shall have an ON-OFF valve located far enough away from the appliance to be safely shut off in case of fire;
 - Manufactured cooking appliances shall be equipped with a Thermocouple Valve to shut off fuel if flame is extinguished;
 - The booth operator shall test all connections for leaks with soap and water solution;
 - Fuel tanks shall be protected from damage and secured in an upright position;
 - Hoses shall be of a type approved for use with the equipment and fuel type;
 - Tanks not in use shall be turned off;
 - Extra fuel tanks shall not be stored in booths;
 - Unused fuel cylinders shall be stored in a secured position.



PORTERVILLE FIRE DEPARTMENT

FIRE PREVENTION DIVISION

Wood, Charcoal (Solid Fuels) Cooking

- Use only an electric starter or commercially sold lighter fluid.
- Charcoal cooking and storage of lighter fluid is prohibited inside booths.
- Charcoal cooking shall be located a minimum of ten **10'** away from booths and in areas away from public access.
- Charcoal cooking shall be located at least ten **10'** away from combustible structures and parked vehicles.
- Coals shall be disposed of in metal containers with lids approved by the Fire Marshal.

Deep Fat Frying, Flambé, and Wok

- Deep fat frying, flambé, and wok shall be located **no closer than 18"** from any combustible material.
- Cooking areas shall not be accessible to the public.
- Deep fat frying equipment shall be equipped with a temperature regulating device or other method of regulating temperatures approved by the Fire Marshal.
- Separation shall be maintained with a minimum of **3'** clearance between deep fat frying and flambé or open flame cooking.

Vendor Booth Construction and Location

- Each vendor booth shall have at least one exit-way, a minimum of **3'** wide by **6'8"** high. Booth frames shall not obstruct exit paths.
- Vendor booths shall have a minimum clearance of **20'** on at least one side, with clearance of at least **10'** from any cooking booth.

Electrical Power

- Generators shall be placed only in locations approved for festival use.
- Generators shall not be refueled during event hours. Extra fuel shall not be stored during event hours.
- Smoking and open flames shall be prohibited within **25'** of refueling operations.
- Extension cords shall be of a grounded type and approved for exterior use.

Fire Extinguishers

- Each cooking booth shall be equipped with a fire extinguisher with a minimum rating of **2A: 10BC**. Booths with deep fat frying or flambé cooking shall be equipped with an extinguisher rated for **class "K" fires**.
- Cooking booths shall be equipped with visible and accessible fire extinguishers mounted adjacent to the exit.
- For vendor booths, the maximum travel distance to a fire extinguisher with a minimum rating of **2A: 10BC** shall not exceed **75'**.
- Each generator shall be provided with a fire extinguisher with a minimum **40BC** rating. The extinguisher shall be located near the generator and accessible at all times.
- All fire extinguishers shall be serviced and tagged annually by a State-licensed contractor.

Miscellaneous

- The Porterville Fire Department shall be provided with a site plan showing emergency access.
- All booths are subject to inspection by the Fire Department and any discrepancies will require immediate action.
- All cooking areas shall be cleaned regularly to prevent the build-up of grease.
- There shall be a competent adult in cooking booths at all times to ensure safety.
- Seating shall be a minimum of **15'** from booths with open flame devices or cooking appliances.
- The Fire Department shall be provided with a telephone number of the responsible party to contact in case of emergency on a 24 hour basis.

Fire Safety Tips

- Know where fire extinguishers are and how to use them.
- Do not leave cooking unattended.
- Do not wear loose-fitting clothing while cooking.
- Remove trash accumulation regularly.
- Keep combustible materials away from heat sources.
- **In case of an emergency dial 9-1-1.**

The attached "Food Booth Vendor Agreement" must be on site at all times and presented upon request of any Porterville Fire Department Personnel.



PORTERVILLE FIRE DEPARTMENT

FIRE PREVENTION DIVISION

Cooking Booth Vendor Agreement

Booth/Space # _____ Business Name _____
On Site Contact Name _____ Contact Phone # _____

Cooking Booth Construction and Location

1. Tents, canopies, and decorative material shall be inherently flame-resistive and proof of certification shall be on site at all times.
2. Cooking booth floors may be concrete, asphalt, or plywood over grass and dirt.
3. An emergency access of 36" shall be maintained between the back of each cooking booth and any fencing at all times. **NO EXCEPTIONS.**

Cooking Equipment

1. Cooking with charcoal, wood, or other solid fuel shall be located a **minimum of 10'** away from booths, canopies, combustible material or any public access.
2. Deep fat frying shall be located a **minimum of 3'** away from booths, canopies, open flame cooking, combustible material or any public access.
3. Any open flame cooking shall be located a **minimum of 18"** away from any vertical surface, combustible material or any public access.
4. Extra fuel tanks shall **NOT** be stored in booths or within 5' of cooking equipment.
5. All cooking, gas powered, or electrically energized equipment shall meet manufacturer specifications and shall be free of excess cooking oils or any other combustible materials.

Miscellaneous

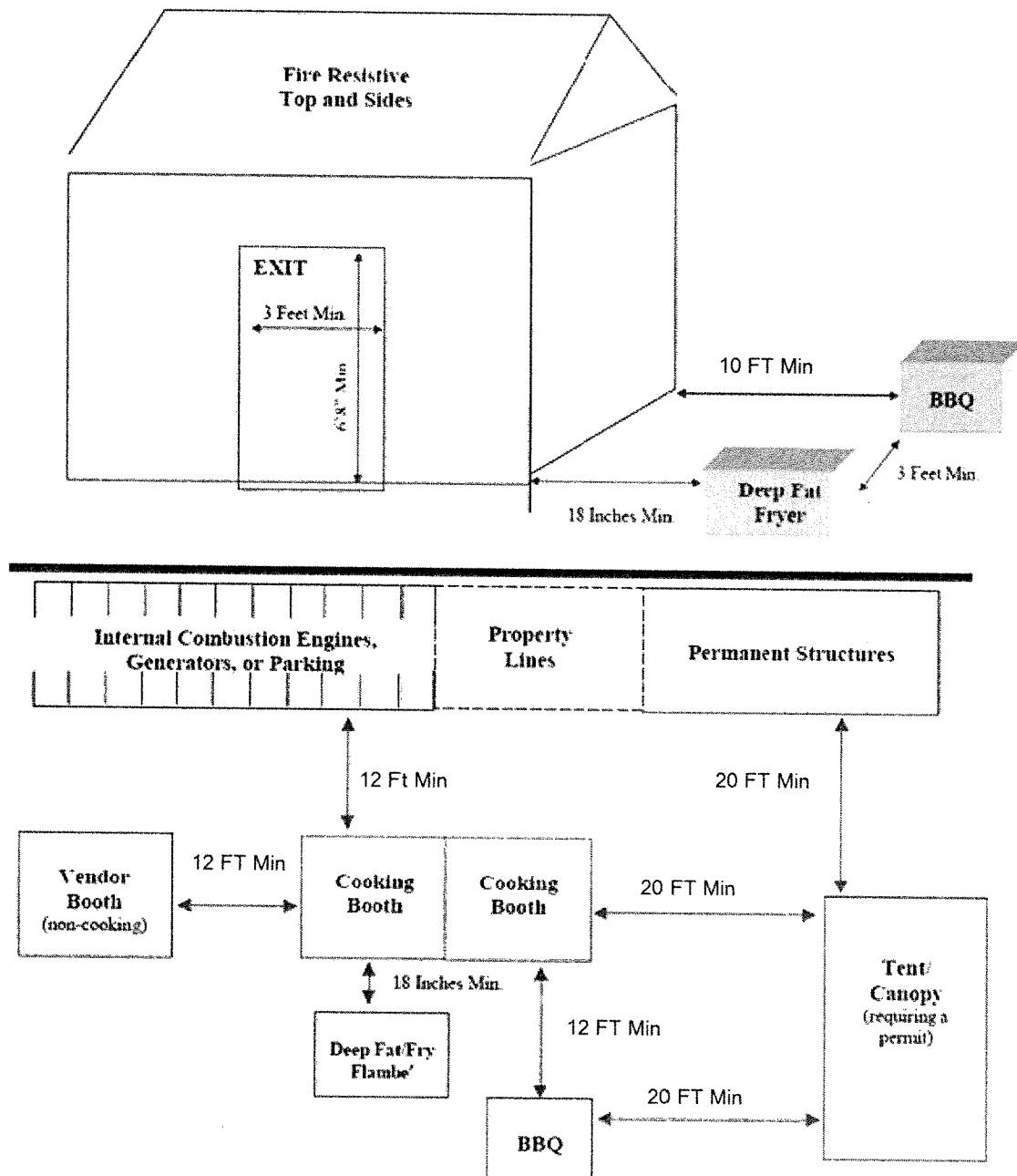
1. A visible and accessible, 2A:10BC fire extinguisher with a current (within the last 12 months) State Fire Marshall tag must be provided within 20' of travel in all cooking areas.
2. A visible and accessible Class K portable fire extinguisher with a current (within the last 12 months) State Fire Marshall tag must be provided in all cooking areas with deep fat frying.
3. All cooking areas shall be cleaned regularly to prevent build-up of combustible substances.
4. Extension cords shall be of a grounded type, approved for exterior use, and in good working order.
5. Smoking is not allowed at any time within food booths or within 25' of any fuel source.
6. Specialized cooking equipment is subject to approval by the Fire Marshal.

Additional Requirements:

The Porterville Fire Department has established these requirements in accordance with the California Fire Code. Your cooperation is required to maintain a high level of fire safety throughout the event. All booths are subject to fire department inspection prior to and at any time during the event. Any discrepancies to the above requirements or any conditions considered a threat to fire and life safety by the Fire Inspector may result in the immediate cessation of cooking.

By signing below, I acknowledge that I have read and agree to comply with all requirements of this contract.

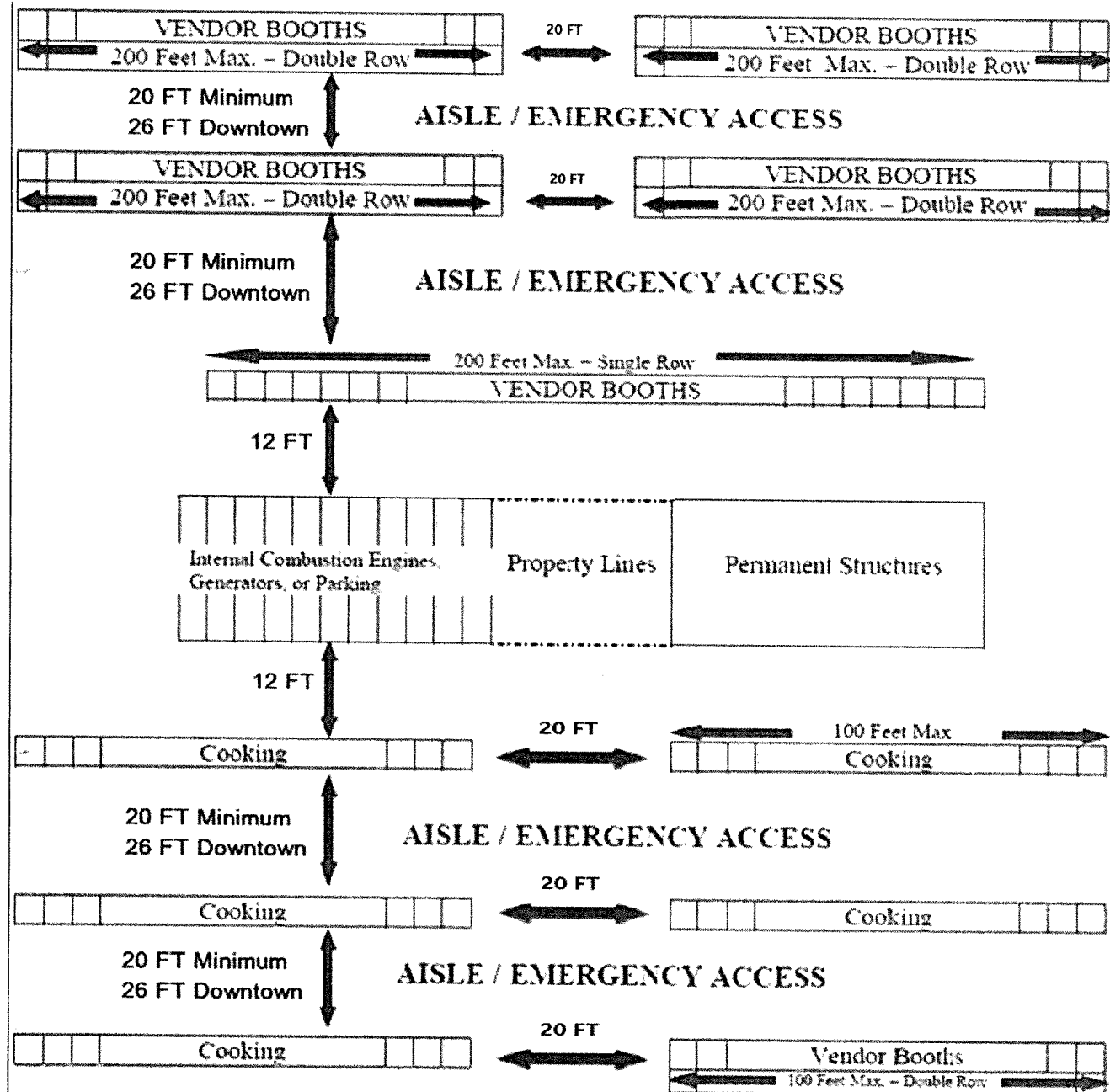
Signature _____ Date _____





PORTERVILLE FIRE DEPARTMENT

FIRE PREVENTION DIVISION



**Note: Cooking booths are limited to single rows only. Back-to-back rows are not permitted. Maximum overall length of individual rows is 100 feet with aggregate spacing throughout.*

***Note: Aggregate area of multiple tents placed side by side without 12 feet clearance shall not exceed 400 square feet with sides, or 700 square feet without sides. A minimum clearance of 12 feet to all structures and other tents is required.*

****Note: Maximum overall row length distances listed, or shown above, shall meet spacing requirements for aggregate size restrictions*

CITY OF PORTERVILLE
OUTSIDE AMPLIFIER PERMIT
(City Ordinances #18-9 & 18-14)



This application must be submitted ten (10) days prior to the date of the event. A copy of this permit must be at the operating premises of the amplifying equipment for which this registration is issued.

- 1 Name and home address of the applicant: Don Bader
555 Brandy Way Porterville CA 93257
- 2 Address where amplification equipment is to be used: Veterans Park
- 3 Names and addresses of all persons who will use or operate the amplification equipment: Same as above
- 4 Type of event for which amplification equipment will be used: Car Show
- 5 Dates and hours of operation of amplification equipment: May 10, 2025 9-3pm
- 6 A general description of the sound amplifying equipment to be used: Speakers + Microphone

Section 18-9

It shall be unlawful for any person within the city to use or operate or cause to be operated or to play any radio, phonograph, jukebox, record player, loudspeaker, musical instrument, mechanical device, machine, apparatus, or instrument for intensification or amplification of the human voice or any sound or noise in a manner so loud as to be calculated to disturb the peace and good order of the neighborhood or sleep of ordinary persons in nearby residences or so loud as to unreasonably disturb and interfere with the peace and comfort of the occupants of nearby residences.

The operation of any such instrument, phonograph, jukebox, machine or device in such manner as to be plainly audible at a distance of one hundred feet (100') from the building, structure, vehicle, or place in which, or on which it is situated or located shall be prima facie evidence of a violation of this section. (Ord. Code § 6311)

Section 18-14

It shall be unlawful for any person to maintain, operate, connect, or suffer or permit to be maintained, operated, or operated, or connected any or sound amplifier in such a manner as to cause any sound to be projected outside of any building or out of doors in any part of the city, except as may be necessary to amplify sound for the proper presentation of moving picture shows, or exhibiting for the convenient hearing of patrons within the building or enclosure in which the show or or exhibition is given, without having first procured a permit from the chief of police, which permit shall be granted at the will of the chief of police upon application in writing therefore, but which permit, when granted, shall be revocable by the city council whenever any such loudspeaker or sound amplifier shall by the council be deemed objectionable, and any such permit may be so revoked with or without notice, or with or without a formal hearing, at the option of the council, and in the event of the revocation of any such permit, the same shall not be renewed, except upon application as the first instance. (Ord. Code § 6312)

Penal Code Section 415 (2) Any of the following persons shall be punished by imprisonment in the county jail for a period of not more than 90 days, a fine of not more than four hundred dollars (\$400), or both such imprisonment and fine: (2) Any person who maliciously and willfully disturbs another person by loud and unreasonable noise.

I hereby certify that I have read and answered all statements on this registration form and that they are true and correct.

Donald Bader
Signature of Applicant

3-15-25
Date

THIS OUTSIDE AMPLIFIER PERMIT HAS BEEN APPROVED. HOWEVER, WE URGE YOU TO REMAIN CONSIDERATE OF THE GENERAL PEACE AND ORDER OF THE NEIGHBORS IN THE AREA. FAILURE TO ABIDE BY THESE REGULATIONS CAN RESULT IN REVOCATION OF THE PERMIT.

Mark Azevedo, Lieutenant
City of Porterville, Chief of Police/Designee

03/20/2025
Date

W. Henderson

MHS

W

N - S
E

Parking Lot

Playground

Bathroom

Skate
Park

Arbor

Arbor

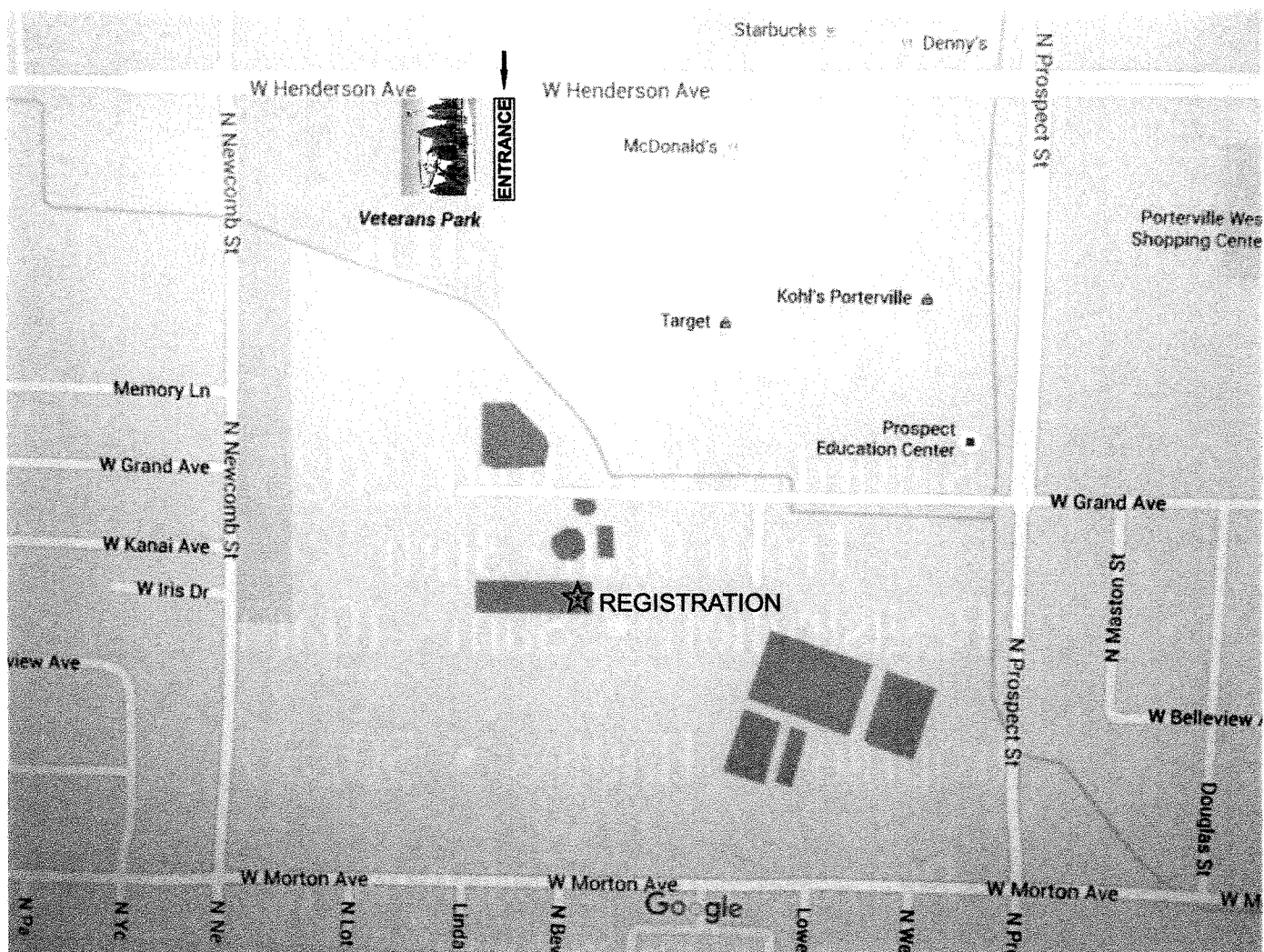
Helicopter

Veterans
Park

N Newcomb St

Car Parking
for Shows

N
W
E
S



Name _____ Phone _____

Address _____ City _____ Zip _____

Vehicle Year _____ Make _____ Model _____

Club Affiliation _____

Email Address _____

Signature of Applicant _____ Date _____

Cash\$ _____ Check# _____

Make checks payable to: Rollin' Relics Car Show
16437 Mustang Drive, Springville CA 93265

Liability: In consideration of the acceptance of the right to participate and by execution of this entry form, entrants & participants release and discharge the sponsors of any and all damages, injuries & or loss.

For information, please call Tim Day (559) 310-9575



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/05/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Hagerty Insurance Agency LLC 141 River's Edge Drive Traverse City MI 49684-3265	CONTACT NAME: Annie Knorpp	
	PHONE (A/C, No, Ext): (800) 922-4050	FAX (A/C, No):
INSURED Rollin' Relics Car Club 555 Brandy Way Porterville CA 93257 (559) 781-2612	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Markel Insurance Company	
	INSURER B:	
	INSURER C:	
	INSURER D:	
INSURER E:		
INSURER F:		
NAIC #		
38970		

COVERAGES **AK** **CERTIFICATE NUMBER:** Cert ID 21347 **(1)** **REVISION NUMBER:**

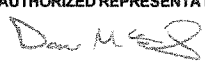
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY						
	☐ CLAIMS-MADE ☒ OCCUR	☒		CVG1867-08	03/13/2025	03/13/2026	EACH OCCURRENCE \$ 2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
							MED EXP (Any one person) \$ 10,000
							PERSONAL & ADV INJURY \$ 2,000,000
							GENERAL AGGREGATE \$ 4,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
							\$
	GEN'L AGGREGATE LIMIT APPLIES PER:						
	☒ POLICY ☐ PRO-JECT ☐ LOC						
	OTHER:						
	AUTOMOBILE LIABILITY						
	☐ ANY AUTO						COMBINED SINGLE LIMIT (Ea accident) \$
	☐ OWNED AUTOS ONLY						BODILY INJURY (Per person) \$
	☐ HIRED AUTOS ONLY						BODILY INJURY (Per accident) \$
	☐ SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident) \$
	☐ NON-OWNED AUTOS ONLY						\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	DED						\$
	RETENTION \$						
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	☐	N/A				PER STATUTE OTH-ER
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$
							\$
							\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Include as additional insured: Certificate Holder but only with respects to the named insured's actions and / or negligence with regards to the Rollin' Relics Car Club Car Show to be held at Veterans Park on May 10th, 2025.

CERTIFICATE HOLDER

CANCELLATION

City of Porterville 291 N. Main Street Porterville CA 93257	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
---	---

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

City of Porterville

Event: Rollin' Relics Car Club Car Show Date: May 10, 2025

291 N. Main St

Porterville, CA 93257

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.



City of Porterville Parks & Leisure Services

15 E Thurman Suite A
291 North Main Street
Porterville, CA 93257

559-791-7695
parks_leisure@ci.porterville.ca.us
<http://www.ci.porterville.ca.us/>

Registration/Payment Receipt 79210435

10/28/2024 11:41 AM

Account Information

Don Bader
555 Brandy Way
Porterville, CA 93257
559-310-0861

Payment

Check (#158) \$160.00

Received By

Christina Carrillo at Centennial Plaza

Item

Amount Paid

Veterans Park Pavilion 1 May 10, 2025 10:00 AM-10:00 PM - Resident Rental Fee: \$60/Block	\$60.00
Veterans Park Pavilion 2 May 10, 2025 10:00 AM-10:00 PM - Resident Rental Fee: \$60/Block	\$60.00
Veterans Park Picnic Area 4 May 10, 2025 10:00 AM-10:00 PM - Resident Rental Fee: \$40/Block	\$40.00
Subtotal	\$160.00
Total Payment	\$160.00

Prompt(s)

Are you having a bounce house at your party? If so, a bounce house permit must be purchased. By checking this box the permit fee will automatically be added to your cart. Outlets may NOT be used for bounce houses.. A list of authorized bounce house companies is available for you to print or you may pick up a list at the Parks & Leisure Office during normal business hours. No

Please indicate an estimated number of people you are expecting to attend this function. 100+

Select type of event Community Event (Requires City Council Approval)

Facility Notes

Veterans Park Pavilion 1

Parks, Pavilions

No alcoholic beverages are allowed in the parks without a permit issued by Parks and Leisure Services and the Police Department. **Those who want alcohol must apply at least seven (7) days prior to the event at the Parks & Leisure Services Offices (15 E Thurman Ave. Ste A). No Exceptions.** Alcohol beverage permit - \$2.00 per person. Permits only issued to those who rent pavilions or special areas. Alcohol tags are to be picked up at the Parks & Leisure office the Friday before your party.

Rental time includes set-up, take-down and clean-up. **Park hours:** 10:00 a.m. – 10:00 p.m.

Restroom hours: November – February 10:00 a.m. – 4:00 p.m.; March – October 10:00 a.m. – 8:00 p.m.

If you choose to add a bounce house to your reservation, there is an additional \$27 permit fee. Bounce house companies must have an insurance policy naming the City as additional insured for at least One Million Dollars (\$1,000,000) on file. Outlets may not be used for bounce houses. Please see the attached form for a authorized list of companies.

Amplified equipment must receive approval from the Police Department; **The application must be submitted in person seven (7) days prior to the event. No exceptions.** In the event you are in the park using amplified equipment without a permit, you may be charged a penalty.

Date: SEP 20 2017

PINK HEALS TULARE COUNTY CHAPTER
8949 ROAD 248
TERRA BELLA, CA 93270-0000

Employer Identification Number:
47-5325094
DLN:
26053643002237
Contact Person:
CUSTOMER SERVICE ID# 31954
Contact Telephone Number:
(877) 829-5500
Accounting Period Ending:
June 30
Public Charity Status:
170(b)(1)(A)(vi)
Form 990/990-EZ/990-N Required:
Yes
Effective Date of Exemption:
October 15, 2015
Contribution Deductibility:
Yes
Addendum Applies:
No

Dear Applicant:

We're pleased to tell you we determined you're exempt from federal income tax under Internal Revenue Code (IRC) Section 501(c)(3). Donors can deduct contributions they make to you under IRC Section 170. You're also qualified to receive tax deductible bequests, devises, transfers or gifts under Section 2055, 2106, or 2522. This letter could help resolve questions on your exempt status. Please keep it for your records.

Organizations exempt under IRC Section 501(c)(3) are further classified as either public charities or private foundations. We determined you're a public charity under the IRC Section listed at the top of this letter.

If we indicated at the top of this letter that you're required to file Form 990/990-EZ/990-N, our records show you're required to file an annual information return (Form 990 or Form 990-EZ) or electronic notice (Form 990-N, the e-Postcard). If you don't file a required return or notice for three consecutive years, your exempt status will be automatically revoked.

If we indicated at the top of this letter that an addendum applies, the enclosed addendum is an integral part of this letter.

For important information about your responsibilities as a tax-exempt organization, go to www.irs.gov/charities. Enter "4221-PC" in the search bar to view Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, which describes your recordkeeping, reporting, and disclosure requirements.

Letter 947

23rd Annual Car Show

Veterans Park
Porterville, CA

Saturday, May 10th, 2025

From 9am - 3pm

Registration • 8am - 10am

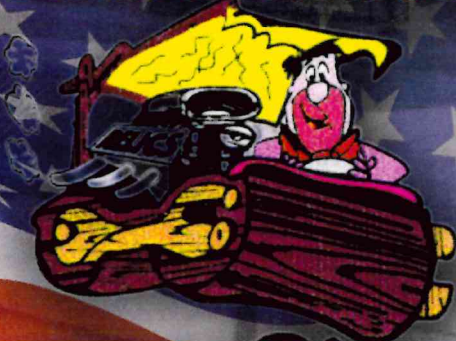
Trophies • Raffles • 50/50

Pre-register: \$25 donation

\$30 Day of Event

Proceeds benefit
Porterville Youth Activities & Community Projects

Rollin' Relics



Car Club
PORTERVILLE, CA

Join us at Pizza Factory
on Henderson
for a pre-show cruise night.

May 9th at 6 pm

No music please • Show is Rain or Shine
Spectators Free

For more information contact
Tim at (559) 310-9575

Follow us on facebook! 



CITY COUNCIL AGENDA – APRIL 1, 2025

SUBJECT: Consideration of Authorization of Additional Funds for Main Street Project

SOURCE: Engineering and Project Management

COMMENT: On July 16, 2024, the City Council authorized the award of the construction contract for the Main Street Reconstruction Project, Phase 2A to MAC General Engineering Inc. The project includes the removal and replacement of asphalt, new barrier curb and gutter, detectable warnings, conduit for future fiber optic, and upgrading the existing irrigation and landscaping.

The City Standards for the planting of trees in public landscaping require a minimum 15-gallon-sized tree. Trees that meet the requirements of the City Standards typically range in height from 7 to 12 feet tall, depending on the varietal, but the caliper of the tree (the diameter of the tree trunk) is significantly smaller than a box version of the same varietal. With that in mind, project specifications accounted for replacing any trees removed during the project with 24" box trees, which are typically six to eight feet tall but with a much larger, more established caliper that would allow for the use of the tree trunks for seasonal decoration sooner. After the project began, concerns were raised regarding the trees outlined in the plan and additional options were provided to help ensure that the City's downtown aesthetic appears established and complete in the shortest time possible. The contractor has provided a quote to upgrade the replaced trees to 48" box trees, which would be approximately 8 to 12 feet tall with a larger caliper and fuller canopy than the 24" box tree.

The quote to increase the replaced trees to 48" box trees is \$187,120.90. If approved, the City Council will need to appropriate Measure I funding to cover the quoted amount.

RECOMMENDATION: That the City Council:

1. Approve the upgrade of the trees to be replaced on Main Street from 24" box trees to 48" box trees; and
2. Appropriate Measure I funding in the amount of \$187,120.90 to cover the cost of the larger trees.

ATTACHMENTS: 1. Quote for Larger Trees

Appropriated/Funded:

Review By:

Department Director:

Javier Sanchez, Engineering & Project Management Director

Final Approver: Jason Ridenour, Interim City Manager



MAC General Engineering, Inc.

License 988712

638 Industrial Dr., Exeter, CA 93221

PO Box 178 Exeter, CA 93221

To:	City Of Porterville	Contact:	Nathan Delk
Address:	291 N. Main Street Porterville, CA 93257 UNITED STATES	Phone:	559-791-7867
		Fax:	559-781-6437
Project Name:	Main Street Reconstruction Project-Between Garden Ave And Putnam	Bid Number:	2-243462
Project Location:	Main Street Putnam To Garden, Porterville, CA	Bid Date:	3/7/2025
Addendum #:	0		

Item Description	Estimated Quantity	Unit	Unit Price	Total Price
Upsize From 24 Inch To 48 Inch Box Trees	1.00	LS	\$177,120.90	\$177,120.90
Demobilize And Remobilize Tree Subcontractor, Standby Time For Equipment And Traffic Control	1.00	LS	\$10,000.00	\$10,000.00

Total Bid Price: \$187,120.90

ACCEPTED:

The above prices, specifications and conditions are satisfactory and are hereby accepted.

Buyer: _____

Signature: _____

Date of Acceptance: _____

CONFIRMED:

MAC General Engineering Inc.

Authorized Signature: _____

Estimator: Marty Adams
(559) 310-6833
madams@macgeneralengineering.com

QUALITY LANDSCAPE
CONSTRUCTION INC
559-733-1388 | LIC # 420369

4055A E. Walnut Ave., Visalia, CA 93292 (559)733-1388 Fax (559)733-1311

3/7/25

MAC General Engineering Inc.
638 Industrial Dr.
Exeter, CA. 93221

Project: Porterville Main St. Reconstruction

RE: Added cost associated with changing 24" box trees to 48" box trees.

1. Listed below is the cost increase for changing trees from 24" to 48" box trees.
2. 48" trees, labor and equipment:
 - a. 61 ea. 48" Box Kieth Davies Chinese Pistache trees: \$116,205
 - b. 720 man hrs @ \$85/HR: ~~\$6,120~~ \$61,200
 - c. 18 days equipment @ \$250/day: \$4,500
 - d. 18 days mini x rental: \$8,100
 - e. Sub-total: **\$190,005**
3. Per plans (bid and contract amounts):
 - a. 8 ea. 24" Box Crape Myrtle trees: (\$1,426)
 - b. 6 ea. 24" Box Kieth Davies Chinese Pistache trees: (\$1,380)
 - c. 47 ea. 24" Box Swan Hill Fruitless Olive trees: (\$18,918)
 - d. 240 Man HRS @ \$85/HR: (\$20,400)
 - e. 6 days equipment @ \$250/day: (\$1,500)
 - f. Subtotal: **(\$43,624)**
4. Sub-total cost increase for changing to 48" box trees: \$146,381
5. ~~15%~~ 10% P/OH: \$14,638
6. Total cost increase: **\$161,019**

Notes/Exclusions:

1. Line item 23 also includes the cost of the root barriers and trees stakes which is a constant regardless of tree size. These costs were not shown in the above numbers.
2. Bonding not included.
3. This quote represents prevailing wage rates.
4. DIR# 1000018364
5. Prices valid for 30 days.

Best regards,

Matt Swanson
President



CITY COUNCIL AGENDA – APRIL 1, 2025

SUBJECT: Authorization to Hold a Public Hearing Regarding Proposed 2025 Public Transportation Service Changes

SOURCE: Public Works

COMMENT: In anticipation of a significant reduction in federal and state transit funding allocations, staff recommend that the City Council authorize the scheduling of a public hearing to receive community input on proposed public transportation service changes for implementation in 2025. The proposed public hearing is to be held on May 6, 2025, at 6:30 p.m. in the City Council Chambers.

The City is projecting a reduction in funding of approximately \$1.2 million, driven primarily by anticipated reductions in the Federal Transit Administration (FTA) Section 5307 funding for small urban transit agencies and a decrease in Local Transportation Fund (LTF) allocations. It is important to emphasize that this reduction in funding is not the result of any local budgetary issues but rather a direct consequence of external funding reductions beyond the City's control.

As a result, staff has undertaken a careful evaluation of existing transit services and has identified cost-saving measures while continuing to meet the essential mobility needs of the community. To support this effort, staff analyzed performance across all transit modes—Fixed Route, Dial-A-COLT, and transPORT—and identified opportunities to reduce expenses while minimizing impacts to riders.

The City is currently in the process of developing a Short Range Transit Plan (SRTP), which provides a comprehensive assessment of the City's public transit system and outlines service, operational, and capital recommendations for the next five years. Preliminary findings from the SRTP have identified potential service reductions as a key strategy to align service levels with projected funding availability.

While staff would typically defer significant service changes until the SRTP is finalized, the timing of the funding reductions necessitates consideration of preliminary adjustments to maintain core services and mitigate financial impacts due to the expedected reduction in funding. The proposed service changes presented herein are being brought forward in advance of the plan's final release to allow for timely

implementation and responsible fiscal planning.

Based on current ridership productivity, Route 4 and Route 6 have been identified for potential modification or elimination. These routes are significantly underperforming compared to other fixed routes, with Route 4 averaging 11.75 passengers per hour and Route 6 averaging 10.62 passengers per hour, while Routes 1, 2, 3, and 5 each average approximately 20 passengers per hour. The annual operating expense for each route is approximately \$792,972. Should the Council consider eliminating Routes 4 and 6, the potential cost savings would be approximately \$1.6 million annually.

In addition to fixed-route performance, staff reviewed the cost-efficiency of the City's microtransit service, branded as transPORT. TransPORT offers a convenient, door-to-door, app-based experience that exceeds minimum FTA requirements, but it is the most expensive service to operate. According to the City's FY 2024-25 Transit Service Key Performance Indicators (KPIs), the average cost per passenger for transPORT is \$94.90, and the total annual cost to operate the service is approximately \$1.2 million. For comparison, the average cost per passenger on Fixed Route service is \$13.40, and \$54.70 for Dial-A-COLT, which is the City's federally required ADA paratransit service. TransPORT is not a federally mandated service and is considered an above-and-beyond offering. Service modifications to transPORT as a potential cost-saving measure, either in lieu of or in conjunction with changes to fixed-route service, will also need to be evaluated.

As part of the public hearing process, staff will present the following service modification options for consideration:

1. Eliminating both Route 4 and Route 6 and transitioning affected riders to the City's existing on-demand transit service, transPORT. Sufficient capacity within the transPORT system is available to accommodate the projected increase in demand. However, it should be noted that transPORT is not a federally mandated service and is currently the most expensive to operate, based on FY 2024-25 KPIs. Should the Council consider eliminating Routes 4 and 6, the potential cost savings would be approximately \$1.6 million annually.
2. Consolidating Route 4 and Route 6 into a single combined route, operating with 80-minute headways. This approach would reduce operational costs while preserving some level of fixed-route coverage in affected areas.
3. Modifying Route 4 to operate only during peak school schedule times and Saturday swap meet hours, focusing service during periods of highest demand and eliminating off-peak service.
4. Evaluating potential modifications or scale-backs to the transPORT

service, such as limiting service hours, reducing vehicle supply, or adjusting service areas. While these cost-control strategies could reduce operating expenses, the potential savings would not be sufficient to fully address the projected funding reduction. As such, transPORT modifications may need to be considered in tandem with fixed-route changes to achieve a sustainable solution.

In alignment with the City's strategic goals, the Transportation Department remains committed to performance-based budgeting practices to ensure long-term sustainability and service delivery. This approach prioritizes cost-effective investments and resource allocation decisions that deliver the highest value to the community, while maintaining fiscal responsibility and service equity across all transit modes.

The purpose of the public hearing is to present options to the community, gather feedback, and incorporate public input into the final service change recommendations. Following the public hearing, staff will return to the City Council with a summary of community feedback and a recommended course of action. The City strives to provide transparency, accessibility, and equitable service considerations throughout the process.

RECOMMENDATION: That the City Council:

1. Direct the City Clerk to schedule and notice a Public Hearing for May 6, 2025, at 6:30 p.m. in the City Council Chambers regarding proposed changes to public transportation services; and
2. Direct staff to send out notices to stakeholders in accordance with all applicable regulatory requirements to ensure meaningful public participation in the process.

ATTACHMENTS: 1. 2024-25 Transit Service KPIs

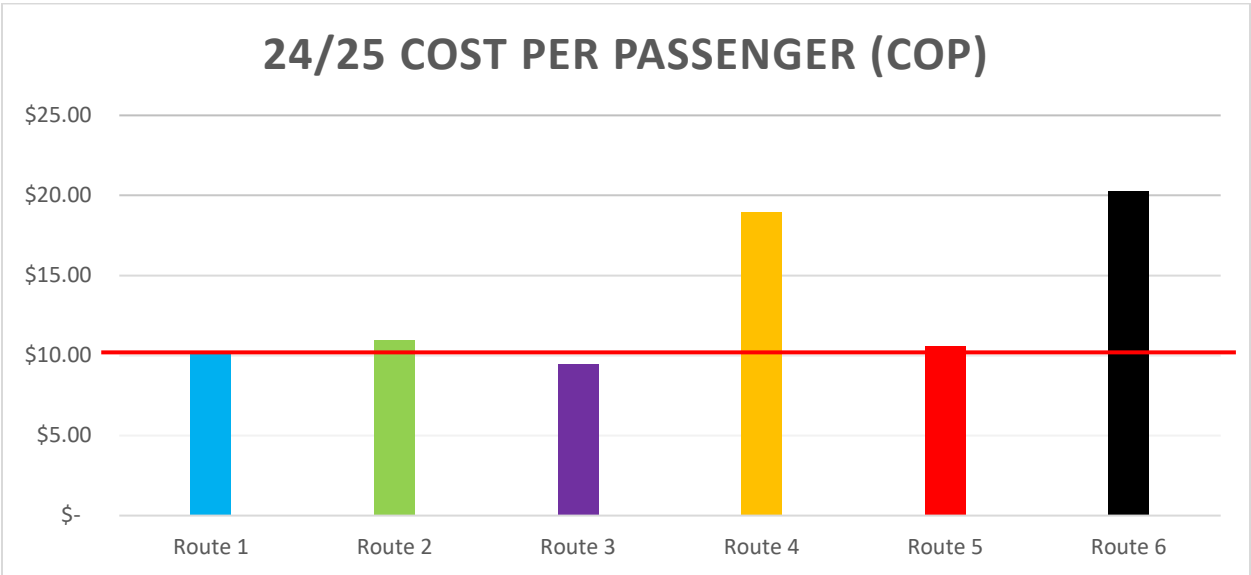
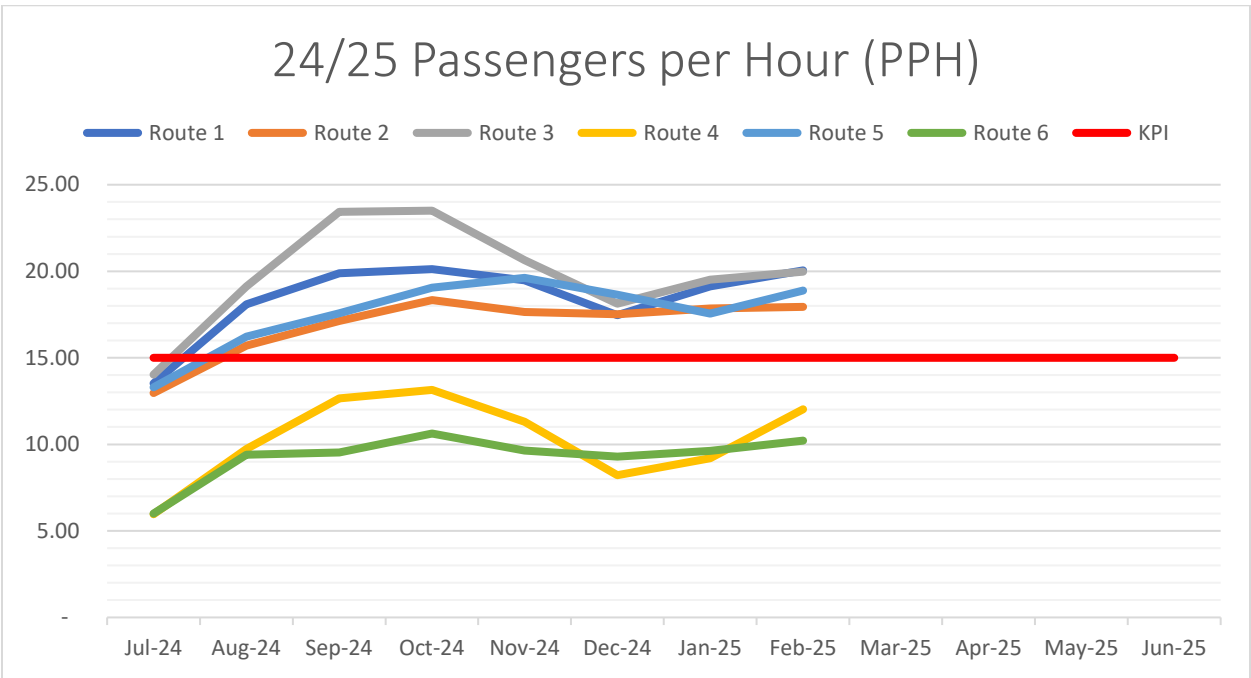
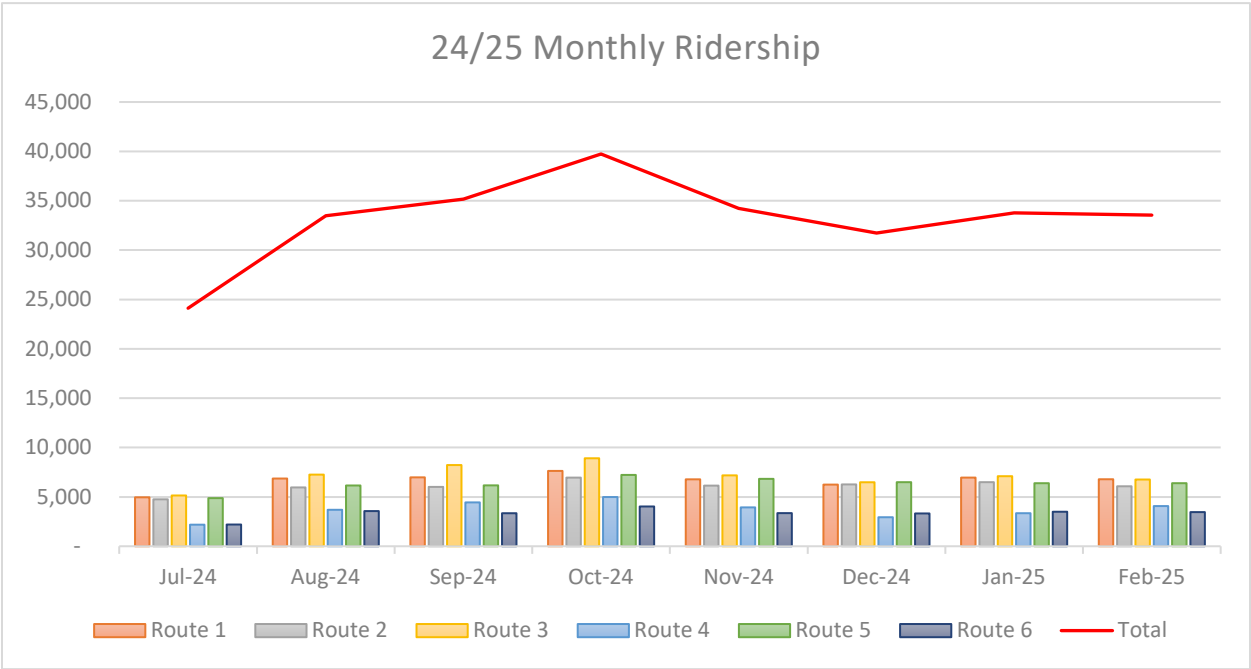
Appropriated/Funded:

Review By:

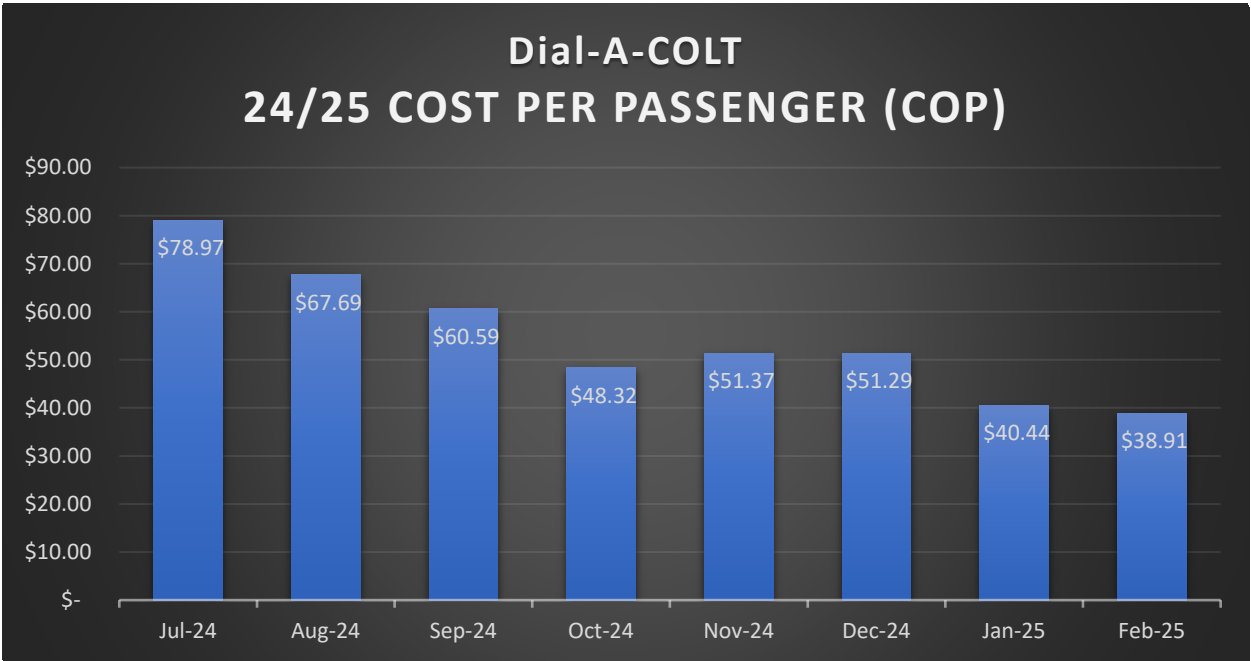
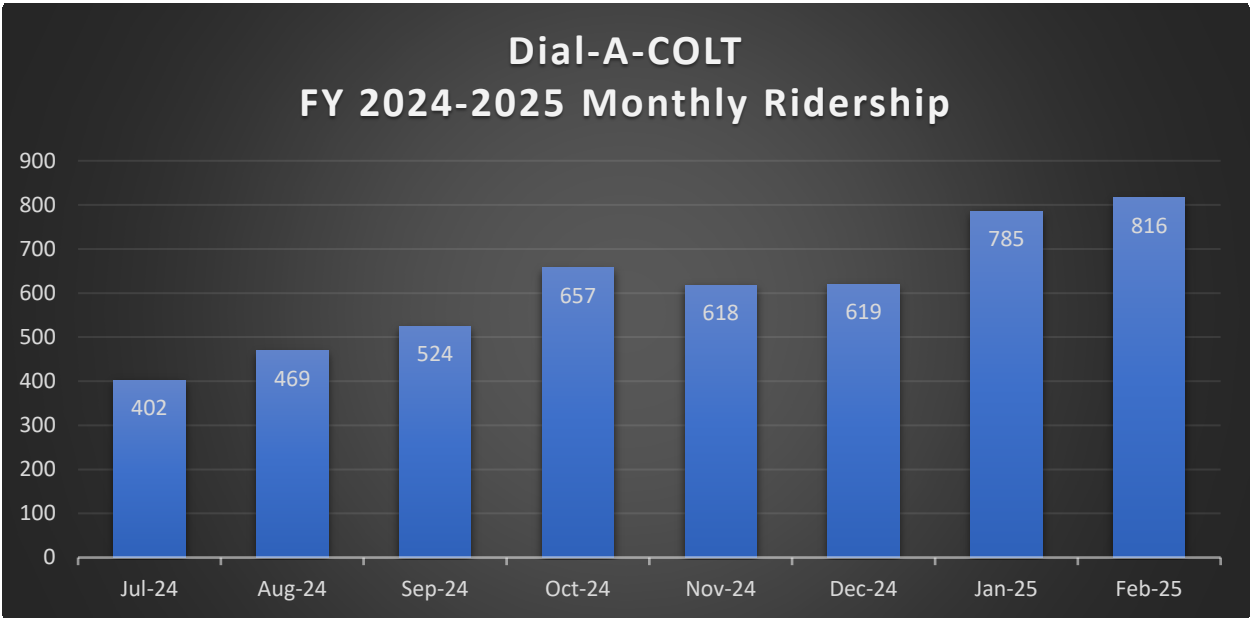
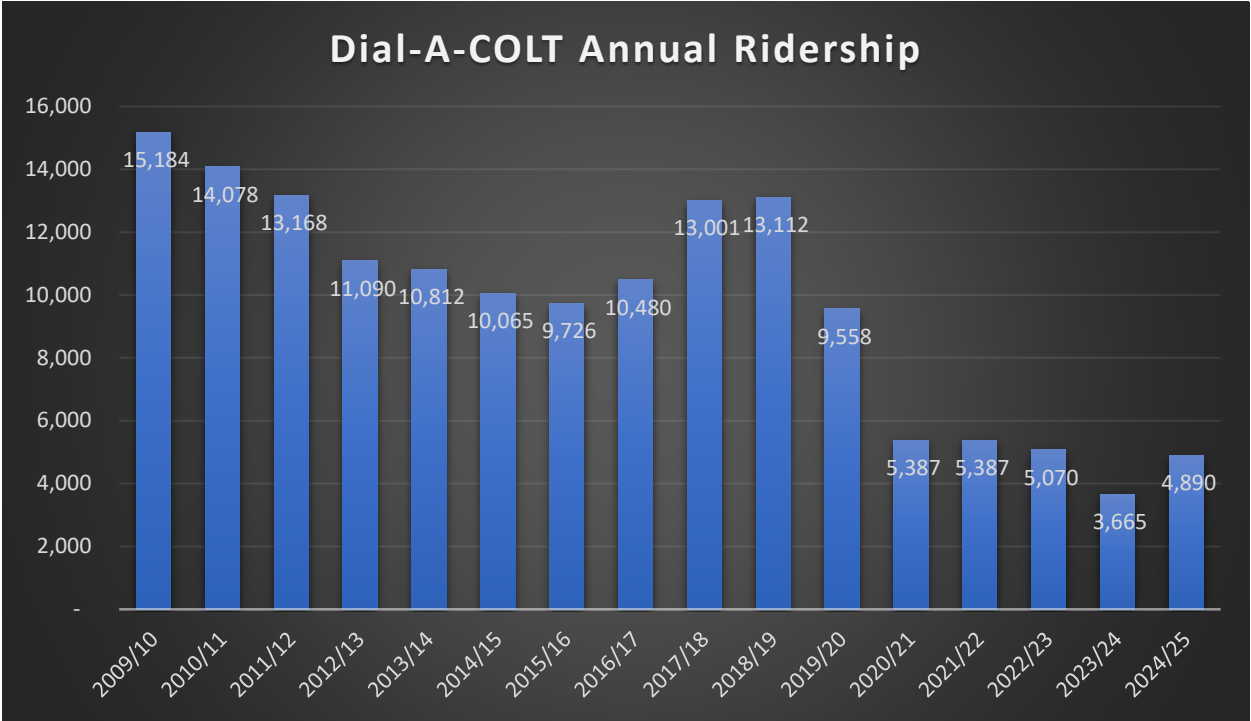
Department Director:
Richard Tree, Director of Transportation

Final Approver: Jason Ridenour, Interim City Manager

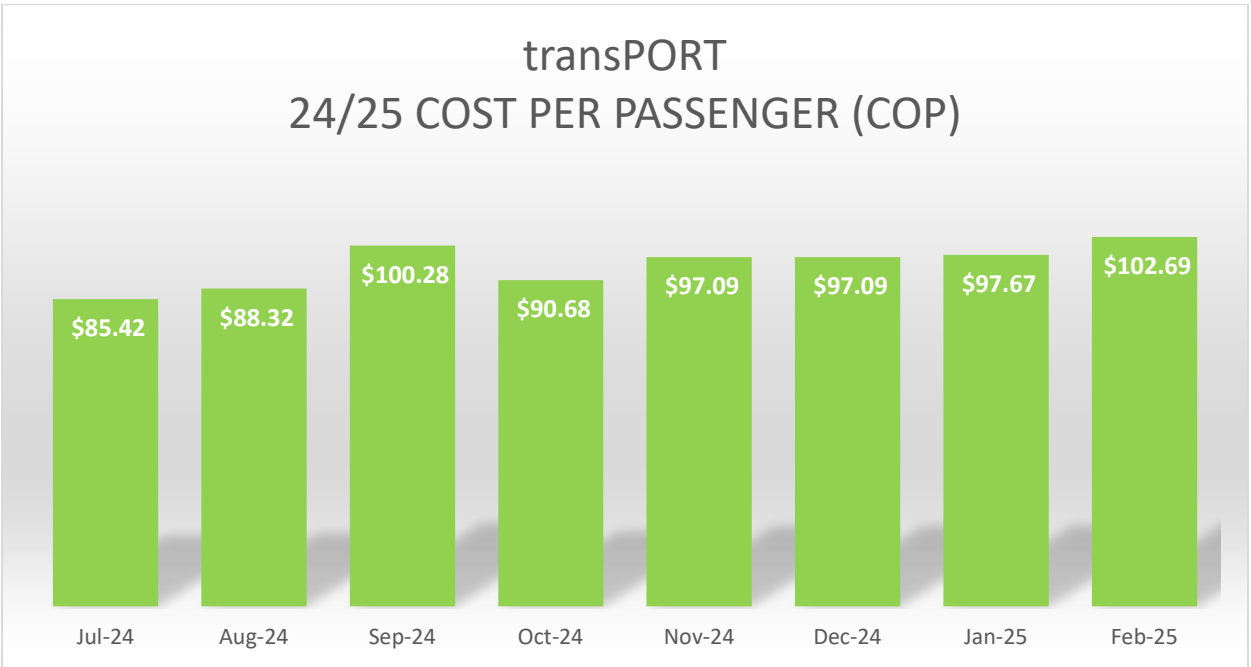
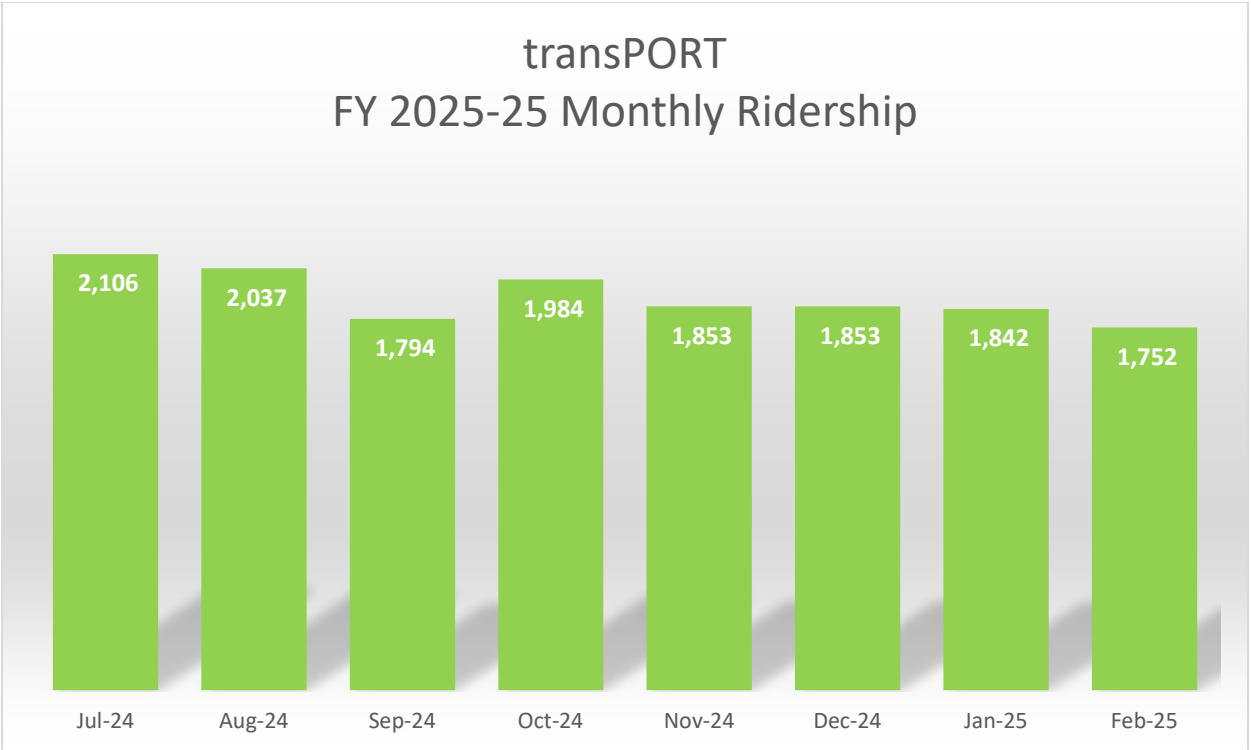
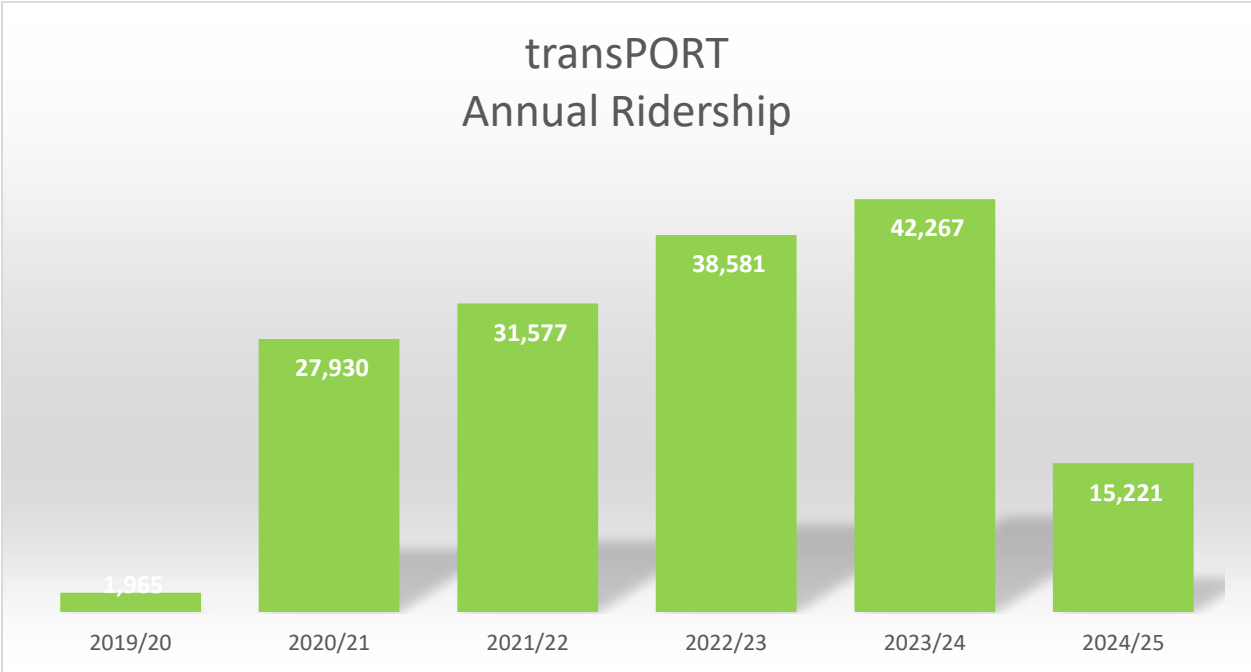
Porterville Transit
Fixed Route – Key Performance Indicators (KPI)
FY 2024-25



Porterville Transit
Dial-A-COLT – Key Performance Indicators (KPI)
FY 2024-25



Porterville Transit
transPORT – Key Performance Indicators (KPI)
FY 2024-25





CITY COUNCIL AGENDA – APRIL 1, 2025

SUBJECT: Approval of Measure R Program Supplement to Cooperative Agreement - Trail Maintenance

SOURCE: Engineering and Project Management

COMMENT: The City of Porterville is collaborating with the Tulare County Association of Governments (TCAG) regarding the establishment of a three-year trail maintenance pilot project to be funded by Measure R. TCAG, acting as the Local Transportation Authority, has requested that the City approve and submit a Supplemental Agreement (SA) for the maintenance and security direct costs as incorporated into the Measure R Expenditure Plan with Amendment 5, effective October 1, 2020, under Transit/Bikes/Environmental Mitigation (Air Quality) Program. The amount reimbursed shall not exceed \$450,000 for the term of the project/program (3 years).

The Authority requires the processing of a SA for each project for the purpose of reimbursing up to one hundred percent (100%) of the costs incurred in the three-year term beginning in Fiscal Years 2024/2025 related to the maintenance of the City's Bike and Pedestrian Trails (\$150,000 per year). A Supplemental Agreement, Resolution, and Exhibit 'A' must be received by the Authority before the City can seek reimbursement. Exhibit 'A' provides the project title, project scope, and estimate of probable cost.

RECOMMENDATION: That the City Council:

1. Approve the attached Resolutions in support of the Program Supplements to the Cooperative Agreement;
2. Authorize the Mayor and City Clerk to execute the Program Supplements; and
3. Authorize the City Clerk to forward the executed Program Supplements to TCAG for approval.

ATTACHMENTS:

1. Draft Resolution and Supplemental Agreement - Trail Maintenance
2. Resolution No. 55-2020

Appropriated/Funded:

Review By:

Department Director:

Javier Sanchez, Engineering & Project Management Director

Final Approver: Jason Ridenour, Interim City Manager

RESOLUTION NO. _____ - 2025

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE
AFFIRMING AND APPROVING THE SUPPORT OF THE CITY COUNCIL FOR THE
MAINTENANCE AND SECURITY FOR CITY BIKE AND PEDESTRIAN TRAIL
MAINTENANCE PROGRAM

WHEREAS, the City of Porterville is eligible to receive up to 100% reimbursement for the maintenance and security direct costs as incorporated into the Measure R Expenditure Plan with Amendment 5, effective October 1, 2020, under Transit/Bikes/Environmental Mitigation (Air Quality) Program and shall not exceed the amount of \$450,000 for the term of the project (3 years); and

WHEREAS, the Tulare County Association of Governments is requesting that the City of Porterville approve and submit a Supplemental Agreement that will allow the City to receive reimbursement for costs incurred in the three-year term beginning in Fiscal Years 2025/2026 related to the maintenance and security of the City's Bike and Pedestrian Trails;

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Porterville does hereby affirm and approve support of the Maintenance and Security Program for Bike and Pedestrian Trails and authorizes the Mayor and City Clerk to execute the Program Supplement and any other related documents as may be required.

PASSED, APPROVED and ADOPTED this 1st day of April, 2025.

Greg Meister, Mayor

ATTEST:
Jason Ridenour, Interim City Clerk

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

MEASURE R PROGRAM SUPPLEMENT TO COOPERATIVE AGREEMENT

AUTHORITY Agreement No. _____

This Program Supplement (Program Supplement) is made and entered into on _____, by and between the City of Porterville (SPONSOR) and the Tulare County Association of Governments, acting as the Local Transportation Authority (AUTHORITY).

This Program Supplement hereby incorporates the "Measure R Cooperative Agreement" for Measure R Expenditures which was entered into between the SPONSOR and AUTHORITY on May 29, 2007 and is subject to all terms and conditions thereof.

This Program Supplement is executed under authority of Resolution No. _____, dated April 1, 2025.

This program Supplement is sought for Maintenance and Security direct costs as incorporated into the Measure R Expenditure Plan with Amendment 5, effective October 1, 2020, under Transit/Bikes/Environmental Mitigation (Air Quality) Program and shall not exceed the amount of \$450,000 for the term of the project as included in Attachment A. Direct costs for Maintenance and Security as it relates to the Measure R Air Quality Program shall be financially accounted for separately from all other MR direct costs and presented as backup with each invoice. Each expense invoice for direct costs shall have the project listed. The SPONSOR shall provide a year-end report to the AUTHORITY on the progress of the project.

Covenants of SPONSOR

- 1.1 This Program Supplement agrees that it will only proceed with work authorized for specific phase(s) with written "Authorization to Proceed" or AUTHORITY action and will not proceed with future phase(s) of this project(s) prior to receiving a written "Authorization to Proceed" or AUTHORITY action.
- 1.2 The SPONSOR will advertise, award, and administer the project(s) in accordance with SPONSOR standards.
- 1.3 Award information shall be submitted by the SPONSOR to the AUTHORITY within 60 days after the project contract award.
- 1.4 Failure to submit award information in accordance with section 1.3 will cause a delay (without interest or penalties) in AUTHORITY processing invoices for the construction phase.
- 1.5 If no costs have been invoiced for a six-month period, SPONSOR agrees to submit for each phase a written explanation of the absence of Project(s) activity along with target billing date and target billing amount.

Authority Agreement No. _____

IN WITNESS WHEREOF, the undersigned Parties have executed this Program Supplement on the day and year first written above.

COUNTY OF TULARE TRANSPORTATION AUTHORITY

By: _____

Attest: _____

Authority Executive Director

Authority Finance Director

City of Porterville

By: _____

Greg Meister, Mayor

By: _____

Jason Ridenour, City Clerk

EXHIBIT “A”

Bike and Pedestrian (Trail) Maintenance Program

Project Scope

Maintenance and Security of the Bike and Pedestrian Trails within the City of Porterville.

Project Costs

Project Tasks	Engineer’s Estimate
Annual Maintenance Costs	\$150,000.00
Number of Years	3 Years
Total Maintenance Costs for Term of Agreement	\$450,000.00
Current Funding Sources	
Measure ‘R’	\$450,000.00
Total Funding Available	\$450,000.00

Project Schedule

Project Term	Date
Year 1	FY 2025/2026
Year 2	FY 2026/2027
Year 3	FY 2027/2028

RESOLUTION NO. 55-2020

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE AFFIRMING AND APPROVING THE SUPPORT TO AMEND THE FINAL 2006 ONE- HALF CENT TRANSPORTATION SALES TAX MEASURE EXPENDITURE PLAN

WHEREAS, the Tulare County Association of Governments (TCAG) and the nine member agencies (Dinuba, Exeter, Farmersville, Lindsay, Porterville, Tulare, Visalia, Woodlake and the County of Tulare) have adopted the Final 2006 One-Half Cent Transportation Measure Expenditures Plan, known as the “Measure R Expenditure Plan”; and

WHEREAS, the Measure R Expenditures Plan list several significant regional projects that address the transportation needs within Tulare County; and

WHEREAS, from time to time the Measure R Expenditure Plan is to be reviewed and appropriately amended to meet the changing dynamics associated with regionally funded transportation projects, inclusive of bike, pedestrian and transit projects, and in order to meet the changing demands due several factors involving private developments and community interests within the nine member agencies; and

WHEREAS, City Council concurs with the need to amend the Measure R Expenditure Plan from time to time, and recommends fundamental changes to the regional project lists as follows:

- 1) The Cities of Exeter, Farmersville, Visalia and the County of Tulare requests flexibility for funding regional bike/trail improvements from the city of Visalia to Exeter and include ability to fund the Rocky Hill corridor bike/trail project.
- 2) Each of the agencies request flexibility for trail and sidewalk maintenance and security.
- 3) Each of the agencies request funding for Sustainable Corridor projects.
- 4) The Tulare County Association of Governments requests the creation of a \$2 million Transit Innovation and Technology Program.
- 5) The City of Porterville requests project funding clarification for State Route 65 and State Route 190 funds.
- 6) The City of Visalia requests project funding clarification for State Route 198 funds.
- 7) The City of Dinuba requests to replace the funding for Avenue 416 (Euclid to Synder) with City of Dinuba corridor improvements.
- 8) The Tulare County Association of Governments requests technical changes.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Porterville does hereby affirm and approve support of the amendments to the Measure R Expenditure Plan and authorizes the Mayor and City Clerk to execute this Resolution and any other related documents as may be required.

PASSED, APPROVED AND ADOPTED this 7th day of July, 2020.



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 7th day of July, 2020.

Said resolution was duly passed, approved, and adopted by the following vote:

Council:	PEÑALOZA	REYES	FLORES	STOWE	GURROLA
AYES:	X	X	X	X	X
NOES:					
ABSTAIN:					
ABSENT:					

JOHN D. LOLLIS, City Clerk



By: Fernando Gabriel-Moraga, Deputy City Clerk



CITY COUNCIL AGENDA – APRIL 1, 2025

SUBJECT: Status and Review of Declaration of Local Flood Emergency

SOURCE: City Manager's Office

COMMENT: On March 13, 2023, former 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 March 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 Boudreaux issued an Evacuation Warning for both the north and south sides of the Tule River, and the Tulare County Office of Emergency Services (TCOES) established a Temporary Evacuation Point (TEP) and Emergency Shelter in the gymnasium at Porterville College.

On March 15, 2023, due to the water level of Success Lake rising to the point of running over the spillway of the Richard L. Schafer Dam, Sheriff Boudreaux issued a Mandatory Evacuation Order for the residences, businesses and structures between Schafer Dam and Road 284, east of the city of Porterville. On March 18, 2023, due to water levels dropping on the Tule River, Sheriff Boudreaux reduced the Mandatory Evacuation Order back to an Evacuation Warning.

On March 15, 2023, due to rising flood waters, Sheriff Boudreaux issued a Mandatory Evacuation Order for the area between Olive Avenue

(Avenue 152) to Avenue 144 and the Friant-Kern Canal and the Tule River and Westwood Street, west of the city of Porterville. On March 25, 2023, Sheriff Boudreaux reduced the Mandatory Evacuation Order back to an Evacuation Warning.

On March 15, 2023, due to rising water levels of the Tule River, City Public Works Department staff took extraordinary measures to protect the neighborhood north of River Springs Drive, avoiding potentially catastrophic flooding of the area.

On March 16, 2023, due to the historic water levels and flows of the Tule River causing erosion to the river banks, Police Chief Jake Castellow issued a Mandatory Evacuation Order for eight residences along Rio Vista Avenue, providing information on the TEP and Emergency Shelter established at Porterville College. City Public Works Department staff took extraordinary measures over the next several days to mitigate and protect the river banks from affecting the residences. On March 24, 2023, Chief Castellow reduced the Mandatory Evacuation Order of the eight residences back to an Evacuation Warning.

On March 19, 2023, due to continued erosion of the banks of the Tule River and the performance of immediate necessary mitigation efforts by Public Works Department personnel, Chief Castellow issued a Mandatory Evacuation Order for both the north and south banks of the Tule River within City limits (not including permanent structures with a designated address), and provided information on the TEP and Emergency Shelter established at Porterville College. The Public Works Department continues to work diligently in shoring the banks of the Tule River.

To accommodate upcoming ceremonies and events in the gymnasium at Porterville College, the TEP and Emergency Shelter at the College closed at noon on April 11, 2023, and thirty (30) individuals were successfully transitioned to the new TEP at the Porterville Army National Guard Armory. A Special Meeting of the Council was scheduled for April 14, 2023, to consider a draft License agreement for the City's temporary use of the State facility. The American Red Cross continued to provide shelter services at the TEP, but transitioned out on May 5, 2023. With the authority granted to the City Attorney and City Manager at its meeting on April 18, 2023, the City and County drafted a Memorandum of Understanding (MOU) in an effort to continue TEP shelter services until May 5, 2023, while the Mandatory Evacuation Order remained in place along the banks of the Tule River in city limits.

On April 14, 2023, the County transmitted a letter to the California Governor's Office of Emergency Services (Cal OES), requesting continued financial support for the Armory TEP, which the County reported that Cal OES did not approve. At its meeting on July 11, 2023, the County Board of Supervisors approved the MOU for TEP shelter services between the City and the County, retroactive from April 11,

2023 to May 5, 2023.

Given the lack of continued financial support by Cal OES, the County notified the City that it would discontinue its support of the Armory TEP at noon on May 5, 2023, and American Red Cross would vacate the facility as well, leaving the City alone to determine the function of the Armory TEP after noon on May 5th. The significant threat of local emergency continued to exist with the estimated over three hundred percent (300%) of normal snow pack in the Sierra Nevada mountains and the potential for a warm storm or heat wave this Spring to again inundate the Tule River, described as a "loaded locomotive at the top of the hill." Given the forecasts of potential widespread flooding damage to west Tulare County and significant portions of Kings County later this Spring and early Summer, Red Cross representatives strongly believe they will be returning to the Armory TEP and other Tulare County locations (e.g. Porterville Developmental Center) to assist those displaced from homes due to flooding. Until such time that Cal OES makes the determination that emergency conditions again exist in Tulare County, the Council was left to determine if local emergency conditions existed to continue operating the Armory TEP, which expenditures would not be reimbursable given the lack of approval by Cal OES.

Given the continued mandatory evacuation order along the Tule River in city limits and the legal implications of the Martin v. Boise federal 9th Circuit Court of Appeals decision (2018), and the announced departure of the American Red Cross and County support at noon on May 5, 2023, City staff developed an operational plan for the Armory TEP, cognizant of the lack of federal and State reimbursement of costs. As of April 27, 2023, eighteen (18) individuals were receiving shelter services at the Armory TEP, with most individuals only at the facility in the evening.

Given the limited daytime TEP population, and daily meal services provided at the nearby Porterville Welcome Center, staff recommended to limit the Armory TEP hours from 7:00 P.M. to 7:00 A.M. daily, providing temporary staffing of two individuals (including a security guard). Temporary staffing had been quoted at \$25 per hour, for a daily expense of \$600 (or \$18,000 per month). At its meeting on May 2, 2023, the Council authorized the continued operation of the Armory TEP for a 12-hour operational period over the evenings, and also directed that the Armory restrooms and shower facilities be used by the individuals at the TEP, which although not ADA-compliant, are not required for non-reimbursable shelter activities while under a Declaration of Local Emergency. The contract for the on-site mobile shower and portable restroom facilities that are ADA-compliant expired on May 11, 2023, which the rental cost was approximately \$18,000 per month.

However, the City Attorney recommended maintaining a single ADA-portable restroom at the facility. Beginning at noon on May 5, 2023, the City assumed administrative and financial responsibility for the Armory, which has established operational hours of 8:00 P.M. to 8:00 A.M. and averaged twenty (20) individuals each evening (please see attached

daily census).

On May 4, 2023, the City received an updated draft License agreement for the use of the Armory, proposing a 1-year lease for exclusive use by the City effective May 5, 2023, through May 4, 2024. The draft agreement proposes no fee for the use of the facility, but that the City assume responsibility for the facility's utilities. On Monday, May 8th, the last remaining Army personnel left the facility, with the City now having complete exclusive use of the facility. At its meeting on May 16, 2023, the Council approved the updated draft License agreement for the 1-year exclusive use of the Armory.

On March 31, 2023, Governor Newsom issued Executive Order N-6-23 to support Tulare Lake Basin flood response, which streamlines State preparation, response and recovery actions and supports local flood response efforts and assist in preparing communities for the impacts of snowmelt runoff in the months ahead.

On April 3, 2023, President Biden granted a Major Disaster Declaration for the State of California, triggering the release of Federal funds to help individuals and communities recover from Severe Winter Storms, Straight-line Winds, Flooding, Landslides and Mudslides that occurred February 21, 2023, and continuing. Monterey and Tulare counties were designated in the Major Disaster Declaration for both Individual and Public Assistance, as well as Hazard Mitigation. On July 14, 2023, the Federal Emergency Management Agency (FEMA) made the determination to close the incident period effective July 10, 2023. Although the incident period has been closed, businesses and individuals may still apply for federal disaster assistance through September 1, 2023.

On May 17, 2023, Governor Newsom issued Executive Order N-7-23 to support Tulare Lake Basin flood response, which extends flood diversion and groundwater recharge flexibilities implemented for the Tulare Lake Basin, including Kern River floodwater to be allowed into the California Aqueduct.

On August 4, 2023, Governor Newsom issued Executive Order N-10-23 to streamline levee repairs and debris removal to help local communities recover from flooding and prepare for the next wet season.

At its meeting on April 4, 2023, the Council approved Resolution No. 15-2023, which authorized the appropriation of funds from the Catastrophic/Emergency Reserve Fund for the costs associated with the response to the local emergency including personnel, equipment, services and other necessary expenditures. At its meeting on April 18, 2023, the Council approved two emergency expenditures that exceeded \$5,000 in their acquisition, which included additional Water Rescue Equipment for the Fire Department (\$6,417.70) and the 30-day rental of two mobile shower/restroom units (\$13,151) for the Armory TEP due to the facility's restrooms and showers not being compliant with the

Americans with Disabilities Act (ADA). At its meeting on May 2, 2023, the Council approved two additional emergency expenditures that exceeded \$5,000 in their acquisition, which included a trailer-mounted 6" dewatering and sewage pump (\$77,396.67), and local trucking services of riprap material (\$5,436.00), both for the Public Works Department.

In support of two private personnel providing nightly security at the Armory as it continues to function as a temporary evacuation point and shelter, City staff has secured TopKnotch Security, Inc. as the security services provider. TopKnotch provided an agreement for security services for approximately \$18,000 per month (2 personnel at \$25/hour for 12 hours per day for 30 days per month), which the Council approved at its meeting on June 6, 2023. Due to violations by TopKnotch Security of its agreement with the City for security services, City staff terminated the agreement effective immediately on Friday, July 14, 2023, causing the Police Department to provide security services at the Armory on Friday, July 14 through Sunday, July 16, 2023. Beginning on Monday, July 17, 2023, Good Guard Security, Inc. began providing security services, which at its meeting on July 18, 2023, the Council approved an agreement for security services for approximately \$21,000 per month (2 personnel at \$28.95/hour for 12 hours per day for 30 days per month).

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

ATTACHMENTS:

1. Declaration of Local Emergency - March 13, 2023
2. Resolution No. 11-2023
3. Rio Vista Avenue Mandatory Evacuation Order - March 16, 2023
4. Tule River Banks Mandatory Evacuation Order - March 19, 2023
5. Governor Newsom Executive Order N-6-23
6. Governor Newsom Executive Order N-7-23
7. Governor Newsom Executive Order N-10-23
8. Federal Disaster Declaration Fact Sheet - April 3, 2023
9. License to Use State Military Property - April 14, 2023
10. City and County Memorandum of Understanding for Shelter Support
11. County of Tulare CalOES Shelter Support Request Letter - April 14, 2023
12. License to Use State Military Property - May 16, 2023
13. Federal Disaster Declaration Notice - July 14, 2023
14. Resolution No. 15-2023
15. Rescue Source & Rescue 3 Invoice: Water Rescue

- Equipment
16. Royal Restrooms Invoice: Mobile Shower-Restroom Units
 17. Rain for Rent Pump Invoice
 18. Mike Clark Trucking Invoice
 19. TopKnotch Security, Inc. Agreement
 20. Good Guard Security, Inc. Agreement
 21. Municipal Code Chapter 9 - Civil Defense and Disaster
 22. California Government Code 8558
 23. Armory Census

Appropriated/Funded:

Review By:

Department Director:
Jason Ridenour, Interim City Manager

Final Approver: Jason Ridenour, Interim City Manager



DECLARATION OF LOCAL EMERGENCY

WHEREAS, severe winter storm systems have struck California and in particular, the Porterville area, beginning in late February and continuing into March bringing damaging winds and historic precipitation, including rainfall in the Southern Sierra Nevada mountains already impacted by above-normal snow levels; and

WHEREAS, it is forecasted that additional storms will continue to threaten the Porterville area, bringing additional rain, significantly impacting Lake Success which is above capacity, and significantly increasing flows in the Tule River; and

WHEREAS, under the provisions of the City Charter, I find that conditions of extreme peril to the safety of persons and property exist due to these storms; and

WHEREAS, I find that the conditions caused by these storms, by reason of their magnitude, are or are likely to be beyond the control of the services, personnel, equipment, and facilities of the City of Porterville and may require the combined forces of mutual aid and/or unified command to appropriately respond.

NOW, THEREFORE, I, MARTHA A. FLORES, Mayor of the City of Porterville, in accordance with the authority vested in me by the Porterville City Charter, **HEREBY DELCARE A LOCAL EMERGENCY** to exist in the City of Porterville.

IT IS HEREBY ORDERED that the City's Emergency Management Team under the direction of Fire Chief/Incident Commander Bryan Cogburn has the authority to procure any and all resources deemed necessary in this event.

DECLARED, this 13th day of March, 2023.

Martha A. Flores, Mayor

ATTEST:

Patrice Hildreth, Chief Deputy City Clerk

RESOLUTION NO. 11 -2023

A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF PORTERVILLE CONFIRMING THE EXISTENCE
OF A LOCAL EMERGENCY

WHEREAS, Chapter 9 of the Porterville Municipal Code of the City of Porterville provides for the ability to declare the existence or threatened existence of a local emergency when the City is affected or likely to be affected by a public calamity; and

WHEREAS, conditions of extreme peril to the safety of persons and property have arisen within the City of Porterville caused by severe winter storm systems striking California, and in particular the Porterville area, beginning in late February and continuing into March bringing damaging winds and historic precipitation, including rainfall in the Southern Sierra Nevada mountains already impacted by above-normal snow levels; and

WHEREAS, it is forecasted that additional storms will continue to threaten the Porterville area, bringing additional rain, significantly impacting Lake Success which is above capacity, and significantly increasing flows in the Tule River that create or will likely create conditions of extreme peril; and

WHEREAS, Mayor Martha A. Flores in conjunction with City Manager John Lollis did declare the existence of a local emergency within the City of Porterville on the 13th day of March, 2023, which is subject to ratification by the City Council within seven (7) days. A copy of said Declaration is attached hereto as Exhibit A.

NOW, THEREFORE, BE IT RESOLVED that the City Council does hereby find that the aforesaid conditions of extreme peril did warrant and necessitate the declaration of the existence of a local emergency; and

BE IT RESOLVED that said local emergency shall be deemed to continue to exist until termination is proclaimed by the City Council of the City of Porterville, State of California.

PASSED, APPROVED AND ADOPTED this 17th day of March, 2023.



Martha A. Flores, Mayor

ATTEST:

John D. Lollis, City Clerk



By: Patrice Hildreth, Chief Deputy City Clerk



DECLARATION OF LOCAL EMERGENCY

WHEREAS, severe winter storm systems have struck California and in particular, the Porterville area, beginning in late February and continuing into March bringing damaging winds and historic precipitation, including rainfall in the Southern Sierra Nevada mountains already impacted by above-normal snow levels; and

WHEREAS, it is forecasted that additional storms will continue to threaten the Porterville area, bringing additional rain, significantly impacting Lake Success which is above capacity, and significantly increasing flows in the Tule River; and

WHEREAS, under the provisions of the City Charter, I find that conditions of extreme peril to the safety of persons and property exist due to these storms; and

WHEREAS, I find that the conditions caused by these storms, by reason of their magnitude, are or are likely to be beyond the control of the services, personnel, equipment, and facilities of the City of Porterville and may require the combined forces of mutual aid and/or unified command to appropriately respond.

NOW, THEREFORE, I, MARTHA A. FLORES, Mayor of the City of Porterville, in accordance with the authority vested in me by the Porterville City Charter, **HEREBY DELCARE A LOCAL EMERGENCY** to exist in the City of Porterville.

IT IS HEREBY ORDERED that the City's Emergency Management Team under the direction of Fire Chief/Incident Commander Bryan Cogburn has the authority to procure any and all resources deemed necessary in this event.

DECLARED, this 13th day of March, 2023.

Martha A. Flores, Mayor

ATTEST:

Patrice Hildreth, Chief Deputy City Clerk

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

I, JOHN D. LOLLIS, the duly appointed City Clerk of the City of Porterville do hereby certify and declare that the foregoing is a full, true and correct copy of the resolution passed and adopted by the Council of the City of Porterville at a meeting of the Porterville City Council duly called and held on the 17th day of March, 2023.

Said resolution was duly passed, approved, and adopted by the following vote:

Council:	FLORES	CARRILLO	WEYHRAUCH	BELTRAN	MEISTER
AYES:	X	X	X	X	X
NOES:					
ABSTAIN:					
ABSENT:					



JOHN D. LOLLIS, City Clerk

By:

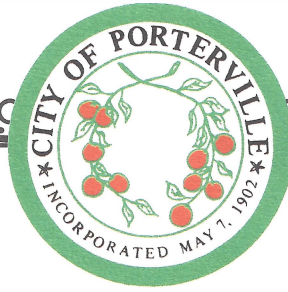
Fernando Gabriel-Moraga, Deputy City Clerk

Police Department

350 North "D" Street
Porterville, CA 93257
(559) 782-7400/FAX (559) 784-1070
www.PortervillePolice.com

Jake Castellow

Chief of Police



March 16th, 2023

This is a message from Tulare County & the City of Porterville. Due to the recent storm events, and the water levels in the Tule River, there is erosion to the bank of the river. An Evacuation order has been issued for all residences, businesses, and structures that are on the south side of Rio Vista Ave with the addresses of **191 Rio Vista Avenue, 201 Rio Vista Avenue, 211 Rio Vista Avenue, 221 Rio Vista Avenue, 231 Rio Vista Avenue, 241 Rio Vista Avenue, and 245 Rio Vista Avenue.**

An evacuation order, also known as a mandatory evacuation, means that all residents and visitors should **leave now** before the water causes unsafe conditions for the residence. If you are unable to evacuate and require assistance, please call 9-1-1. For additional resources or information, please call 2-1-1. Please refer to the map on the Tulare County website, emergencies page, at [TulareCounty.CA.gov/emergencies](https://www.tularecounty.ca.gov/emergencies).

A Temporary Evacuation point has been set up at Porterville College, 100 E College Avenue. Thank you.

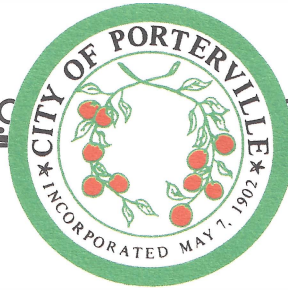
Jake Castellow
Chief of Police

Police Department

350 North "D" Street
Porterville, CA 93257
(559) 782-7400/FAX (559) 784-1070
www.PortervillePolice.com

Jake Castellow

Chief of Police



March 19, 2023

This is a message from Tulare County & the City of Porterville. Due to the recent storm events, there is erosion to the banks of the Tule River.

An **Evacuation Order** has been issued for the north bank and south bank of the Tule River, from Westwood Street, to the Plano bridge, but does not include the south bank from Westwood Street, east to the bridge of State Route 65. This evacuation order does not include permanent structures with a designated address, other than those for which a previous evacuation order has been issued.

An evacuation order, also known as a mandatory evacuation, means that all residents and visitors should leave immediately due to the unsafe conditions of the river banks. If you are unable to evacuate and require assistance, please call 9-1-1. For additional resources or information, please call 2-1-1. Please refer to the map on the Tulare County website, emergencies page, at TulareCounty.CA.gov/emergencies.

A Temporary Evacuation point has been set up at Porterville College, 100 E College Avenue.

Jake Castellow

Chief of Police

EXECUTIVE DEPARTMENT STATE OF CALIFORNIA

EXECUTIVE ORDER N-6-23

WHEREAS on March 1, 2023, March 8, 2023, March 12, 2023, March 14, 2023, and March 28, 2023, I proclaimed a State of Emergency to exist in 47 counties, cumulatively, as a result of a series of ongoing winter storms that initially struck California beginning in late February and continue to significantly impact the counties identified in my Proclamations; and

WHEREAS the State has experienced over a dozen atmospheric rivers since December 2022, resulting in compounding and cumulative impacts across California, including what are expected to be record amounts of snow in the Sierra Nevada, in particular in the southern Sierra, and current and forecasted precipitation are expected to add to historic snowpack levels already composed of several million acre-feet of snow water content; and

WHEREAS reservoirs into which the Sierra snowpack runoff would flow are already impacted by runoff, which is expected to greatly exceed available storage capacity in the reservoirs in and around the Tulare Lake Basin and the San Joaquin River Basin, and much of the ground in the area has reached saturation due to the series of ongoing winter storms; and

WHEREAS the Tulare Lake Basin is the terminal point for the Kings, Kaweah, Tule, and Kern Rivers, and several smaller streams, meaning that water from additional expected rains and Sierra snowpack runoff that cannot be stored in reservoirs or absorbed into the ground will flow into the basin; and

WHEREAS recent storms have already caused flooding in the Tulare Lake Basin, leading to emergency rescues and evacuation orders in Allensworth, Alpaugh, and other communities in Tulare and Kings Counties, and leading to dozens of levee breaks and local agencies directing strategic cuts to canals and levees to prevent further flooding of communities; and

WHEREAS runoff from the snowpack caused by the winter storms could result in flood conditions in the Tulare Lake Basin resembling those last experienced in the historic floods of 1969 and 1983, following historic snowpacks in those years; and

WHEREAS local flood control districts and other local governments generally have flood control responsibility in the Tulare Lake Basin, but state agencies such as the California Department of Forestry and Fire Protection (CAL FIRE), the California Department of Water Resources, and the Governor's Office of Emergency Services are actively engaged in supporting this local effort, and state agencies will continue to provide technical advice and other resources and support as needed, with a particular priority on protecting the lives and health of local communities; and

WHEREAS stretches of the San Joaquin River have been or are at flood stage this spring, river stages are expected to stay high throughout the spring as snowpack melts, and multiple levee repairs are underway on the lower San Joaquin River; and

WHEREAS the Tulare Lake Basin is hydrologically connected to the San Joaquin River Basin and that connection has the potential to exacerbate the flood risk in the San Joaquin River Basin, and so further emergency response efforts may become necessary in the San Joaquin River Basin as well; and

WHEREAS heavy accumulation of snowfall on the roof of Bear Valley Elementary School, located in Alpine County, currently renders instructional space unsafe for use; and

WHEREAS frequent flooding and flood evacuation orders have resulted in school closures and low student attendance in Pajaro Middle School, Hall District Elementary School and Ohlone Elementary, located in Pajaro Valley Unified School District in Santa Cruz County; and

WHEREAS it is critical that displaced students are back in school facilities as quickly as possible to ensure continuity in education; and

WHEREAS the State of California and local governments, in collaboration with the Federal government, continue sustained efforts to respond to and mitigate the effects of these storms; and

WHEREAS on March 9, 2023, I requested a Presidential Emergency Declaration related to these late winter storms, which was expeditiously approved by President Joseph R. Biden, Jr.; and

WHEREAS on March 15, 2023, I requested the addition of 9 counties to the existing Presidential Emergency Declaration related to these late winter storms, which was expeditiously approved by the President; and

WHEREAS on March 28, 2023, I also requested the President issue a Major Disaster Declaration related to these late winter storms for counties that met the validated damage threshold; and

WHEREAS under the provisions of Government Code section 8571, I find that strict compliance with various statutes and regulations specified in this order would prevent, hinder, or delay the mitigation of the effects of these ongoing winter storms.

NOW, THEREFORE, I, GAVIN NEWSOM, Governor of the State of California, in accordance with the authority vested in me by the State Constitution and statutes, and in particular, Government Code sections 8567, 8571, and 8627, do hereby issue the following Order to become effective immediately:

IT IS HEREBY ORDERED THAT:

1. All provisions contained in the above-referenced Proclamations of a State of Emergency shall remain in full force and effect.
2. To protect health, safety, and the environment, and to reduce the risks of local catastrophic flooding in the Tulare Lake Basin, Chapter 6 (commencing with section 1600) of Division 2 of the Fish and Game Code, and regulations adopted pursuant to that Chapter, are

suspended for activities that meet all of the requirements in Paragraph 3.

3. The suspension created by Paragraph 2 shall apply to floodwater diversion, debris removal, and levee repair and breach in the Tulare Lake Basin, on the condition that the actions cease when the flood conditions have abated to the point there is no longer flooding outside of defined streambeds and levees. Additionally, the suspension created by Paragraph 2 shall apply to floodwater diversion only if all of the following additional conditions are met:
 - a. The diversion of floodwater from the Tulare Lake Basin or rivers or streams flooding the Tulare Lake Basin must occur between March 31, 2023, and August 1, 2023, for flood management purposes.
 - b. For diversions directly from rivers or streams, a local or regional flood control agency, city, or county has given notice via its internet website, electronic distribution list, emergency notification service, or another means of public notice that flows downstream of the point of diversion are at imminent risk of flooding and inundation of land, roads, or structures.
 - c. For diversion of floodwaters in the Tulare Lake Basin (that is, waters no longer contained within a defined streambed or levee), a local or regional flood control agency, city, or county has given notice via its internet website, electronic distribution list, emergency notification service, or another means of public notice that areas from which the floodwaters are diverted are either at imminent risk of flooding or already flooded, with potential or existing inundation of land, roads, or structures.
 - d. Any water diverted is not diverted to and will not be applied to any area that has not been in active irrigated agricultural cultivation within the past three years, including grazing lands, annual grasslands, and natural habitats. This limitation does not apply to facilities already constructed for the purposes of groundwater recharge or managed wetlands.
4. In addition to the mandatory conditions set forth in Paragraph 3, any person conducting planned levee breaches or controlled inundation to prevent further catastrophic flooding pursuant to the suspension created by Paragraph 2 should take care, wherever feasible, to protect above-ground infrastructure and drinking water and wastewater infrastructure such as drinking water well field sites, wastewater discharge ponds, and other water resources that are necessary for the protection of human health and the recovery of impacted communities.
5. For purposes of conducting emergency flood preparation and response activities, for any (a) actions taken by state agencies, (b) actions taken by a local agency where the Secretary of the Natural Resources Agency concurs that local action is required, and (c) permits necessary to carry out actions under (a) and (b), Public

Resources Code, Division 13 (commencing with Section 21000) and regulations adopted pursuant to that Division, are suspended to the extent necessary to address flood impacts in the Tulare Lake Basin.

6. To support adequate state staffing for all state agencies and departments with an assigned response and/or recovery role related to flooding in the Tulare Lake Basin, consistent with applicable federal law, work hour limitations for retired annuitants, permanent and intermittent personnel, and state management and senior supervisors are suspended. Furthermore, reinstatement and work hour limitations in Government Code sections 21220, 21224(a), and 7522.56(b), (d), (f), and (g), and the time limitations in Government Code section 19888.1 and California Code of Regulations, title 2, sections 300-303 are suspended. All other restrictions must be adhered to for retired annuitants. The Director of the California Department of Human Resources must be notified of any individual employed in state government pursuant to these suspensions. The suspension of statutes identified in this Paragraph shall also apply to local governments, as applicable, to ensure adequate staffing to appropriately respond to the flooding in the Tulare Lake Basin. Local governmental agencies shall notify the California Public Employees' Retirement System of any individual employed by an agency pursuant to this Paragraph.
7. The limitation for the period of employment for State Personnel Board emergency appointments, as provided in Government Code section 19888.1, is suspended for positions required for emergency response and/or recovery operations related to flooding in the Tulare Lake Basin. The requirements and period of employment for such appointments will be determined by the Office of Emergency Services but shall not extend beyond the termination date of the State of Emergency.
8. To the extent the Alpine County Office of Education and Alpine County Unified School District are required to use temporary facilities such as the Alpine County Public Library due to extraordinary snowpack on the roof of Bear Valley Elementary School, rendering instructional space unsafe, the requirements of Education Code sections 17280, et seq., 17365, et seq., and Government Code sections 4453 and 14963 are suspended with respect to those temporary facilities. The requirements of the California Building Code (codified in Title 24 of the California Code of Regulations), as adopted and enforced by the local building and fire agencies with jurisdiction over the area, shall apply to these temporary facilities.
9. To the extent the Alpine County Office of Education and Alpine County Unified School District are required to temporarily use buildings, as defined in the California Building Code (California Code of Regulations, Title 24, Part 2, Chapter 2, section 202), such as the Alpine County Public Library due to extraordinary snowpack on the roof of the Bear Valley Elementary School, rendering instructional space unsafe, local planning and zoning regulations shall be suspended to allow immediate occupancy of such buildings for use as public school facilities. In addition, the requirements of the California Building Code, as adopted and enforced by the local building and fire agencies with jurisdiction over the area, shall apply, except that the requirements

relating to Change of Use or Occupancy Classification in the California Building Code (California Code of Regulations, Title 24, Part 2, Chapter 1, section 111) shall not trigger immediate code upgrades, and a Certificate of Occupancy shall not be withheld for such immediate and temporary use of the facilities as a public school, as long as such facilities met building code requirements at the time of their construction, are accessible to individuals with disabilities, and are judged safe for use by the local building official.

10. Education Code section 60641 (a) requiring that all pupils be administered academic assessments in mathematics, English language arts, and science, as provided for in Education Code section 60640, is suspended for the 2022-2023 school year for Pajaro Middle School, Hall District Elementary School and Ohlone Elementary School of the Pajaro Valley Unified School District, if a federal waiver is approved by the United States Department of Education.

I FURTHER DIRECT that as soon as hereafter possible, this Order be filed in the Office of the Secretary of State and that widespread publicity and notice be given of this Order.

This Order is not intended to, and does not, create any rights or benefits, substantive or procedural, enforceable at law or in equity, against the State of California, its agencies, departments, entities, officers, employees, or any other person.

IN WITNESS WHEREOF I have
hereunto set my hand and caused
the Great Seal of the State of
California to be affixed this 31st day
of March 2023.



GAVIN NEWSOM
Governor of California

ATTEST:

SHIRLEY N. WEBER, Ph.D.
Secretary of State

EXECUTIVE DEPARTMENT STATE OF CALIFORNIA

EXECUTIVE ORDER N-7-23

WHEREAS on March 1, March 8, March 12, March 14, March 28, April 20, and May 15, 2023, I proclaimed a State of Emergency to exist in 52 counties, cumulatively, as a result of a series of winter storms that initially struck California beginning in late February and continue to significantly impact the counties identified in my Proclamations; and

WHEREAS on March 31, 2023, I issued Executive Order N-6-23 to further bolster the emergency response to this Late Winter Storms event, particularly in the Tulare Lake Basin that continues to be plagued by historic flooding; and

WHEREAS on April 21, May 10, July 8, and October 19, 2021, I proclaimed States of Emergency to exist due to drought conditions; and

WHEREAS on March 10, 2023, I issued Executive Order N-4-23 to address evolving drought conditions due to the winter storms and to mitigate flooding by facilitating groundwater recharge; and

WHEREAS due to the complexity of the impacts from over a dozen Atmospheric River events since December 2022, including the accumulation of a record snowpack in the Sierra Nevada that is likely to yield record snowmelt runoff, especially in the Tulare Lake Basin, I previously issued Executive Orders identified herein to respond to and recover from the winter storms, and those orders now require updating in-light of the most recent runoff conditions and the State's more robust and recent modeling of likely flood impacts; and

WHEREAS the Tulare Lake Basin includes portions of Fresno, Kings, Tulare, and Kern counties and is the terminal point for the Kaweah, Tule, and Kern Rivers as well as a portion of the Kings River and several smaller streams, meaning that water from Sierra snowpack runoff that cannot be stored in reservoirs or absorbed into the ground will flow into the basin; and

WHEREAS the Tulare Lake Basin is hydrologically connected to the San Joaquin River Basin via the James Bypass and Fresno Slough and that connection has the potential to exacerbate the flood risk in the San Joaquin River Basin, and so further emergency response efforts may become necessary in the San Joaquin River Basin; and

WHEREAS stretches of the San Joaquin River, Chowchilla and Eastside Bypasses, San Joaquin River mainstem and tributaries (Fresno River, Chowchilla River, Merced River, Stanislaus River, and Tuolumne River, hereafter, San Joaquin River Tributaries), and Fresno Slough/James Bypass have been or are at flood stage this spring, river stages are expected to stay high or increase throughout the spring and summer as snowpack melts, and multiple levee repairs are underway on the lower San Joaquin River; and

WHEREAS the Kern River – California Aqueduct Intertie exists to move floodwaters safely from the Kern River into the California Aqueduct, and the Kern River Watermaster on May 10, 2023, requested the use of the Intertie to prevent Kern River floodwater from exacerbating flooding in the Tulare Lake Basin, and state agencies have begun actions to safely enable the diversion of these flood flows; and

WHEREAS under the provisions of Government Code section 8571, I find that strict compliance with various statutes and regulations specified in this Order would prevent, hinder, or delay the mitigation of the effects of these ongoing winter storms.

NOW, THEREFORE, I, GAVIN NEWSOM, Governor of the State of California, in accordance with the authority vested in me by the State Constitution and statutes, and in particular, Government Code sections 8567, 8571, and 8627, do hereby issue the following Order to become effective immediately:

IT IS HEREBY ORDERED THAT:

1. All provisions contained in the above-referenced Proclamations of a State of Emergency and Executive Orders shall remain in full force and effect except as modified in this Order.
2. Paragraph 2 of Executive Order N-6-23 is withdrawn and replaced by the following:

To protect health, safety, and the environment, and to reduce the risks of local catastrophic flooding in the Tulare Lake or San Joaquin River Basins, the following are suspended for activities that meet the requirements in Paragraph 3.

- a. Chapter 6 (commencing with section 1600) of Division 2 of the Fish and Game Code, and regulations adopted pursuant to that Chapter; and
 - b. Division 13 (commencing with Section 21000) of the Public Resources Code, and regulations adopted pursuant to that division.
3. Paragraph 3 of Executive Order N-6-23 is withdrawn and replaced by the following, except that any diversion in the Tulare Lake Basin that is operational as of June 1, 2023, may continue to operate under Paragraph 3 of Executive Order N-6-23 until August 31, 2023:

The suspensions created by Paragraph 2 shall apply to floodwater diversion, floating vegetation and debris removal, and levee repair and breach, in the Tulare Lake or San Joaquin River Basins, on the condition that the actions cease when the flood conditions have abated to the point there is no longer a risk of, or existing, flooding causing inundation of land, roads, or structures at or downstream of the point of diversion.

4. Additionally, the suspensions created by Paragraph 2 shall apply to floodwater diversion only if all the following additional conditions are met:
 - a. Any diversion of floodwaters directly from the (i) Tulare Lake Basin or rivers or streams or bypasses flooding the Tulare Lake Basin or (ii) the San Joaquin River or San Joaquin River tributaries (including Fresno Slough and James Bypass) or San Joaquin River bypasses must occur between March 31, 2023, and August 31, 2023, for flood management purposes.

- b. With respect to diversions of floodwaters directly from rivers or streams or bypasses, a local or regional flood control agency, city, or county has given notice via its internet website, electronic distribution list, emergency notification service, or another means of public notice, that flows downstream of the point of diversion are at imminent risk of flooding and inundation of land, roads, or structures.
- c. With respect to diversions of floodwaters that are no longer contained within a defined streambed or levee, a local or regional flood control agency, city, or county has given notice via its internet website, electronic distribution list, emergency notification service, or another means of public notice that areas from which the floodwaters are diverted are either at imminent risk of flooding or already flooded, with potential or existing inundation of land, roads, or structures, or are on lands inundated as a result of actions within subparagraph (a).
- d. Any floodwater diverted is not diverted to and will not be applied to:
 - i. Any barn, ponds, or lands to which manure or waste from an animal facility that generates waste from the feeding and housing of animals for more than 45 days per year in a confined area that is not vegetated are applied;
 - ii. Any agricultural field where pesticide or fertilizer application has occurred in the prior 30 days or in the period prohibited by applicable law, whichever is longer;
 - iii. Any area that could cause damage to critical levees, infrastructure, wastewater and drinking water systems, drinking water wells or drinking water supplies, or exacerbate the threat of flood and other health and safety concerns; or
 - iv. Any area that has not been in active irrigated agricultural cultivation within the past three years including grazing lands, annual grasslands, and natural habitats. This limitation does not apply to facilities already constructed for the purposes of groundwater recharge or managed wetlands.
- e. With respect to diversions of floodwaters from waters tributary to the Sacramento and San Joaquin River Delta as defined in Water Code section 12220 (Delta), water rights holders are not making releases of stored water or reoperating facilities to provide flow for the purposes of meeting water quality control plan or endangered species requirements in the Delta at the time of the diversion.
- f. With respect to diversions of floodwaters directly from the San Joaquin River or San Joaquin River Tributaries, the diversion uses:
 - i. either existing diversion infrastructure or temporary pumps;

- ii. no new permanent infrastructure or permanent construction; and
 - iii. simple screens installed on temporary pump intakes to minimize the impacts of diversion to salmon and other aquatic life.
- 5. Paragraph 4 of Executive Order N-6-23 is withdrawn and replaced by the following:

In addition to the mandatory conditions set forth in Paragraph 3, any person conducting planned levee breaches or controlled inundation to prevent further catastrophic flooding pursuant to the suspensions created by Paragraph 2 should, wherever feasible, protect above-ground infrastructure and water sources that are necessary for the protection of human health and the recovery of impacted communities.

- 6. Paragraph 5 of Executive Order N-6-23 is withdrawn and replaced by the following:

For purposes of conducting emergency flood preparation and response activities beyond those provided for in Paragraphs 2 and 3, for any (a) actions taken by state agencies, (b) actions taken by a local agency where the Secretary of the Natural Resources Agency concurs that local action is required, and (c) permits necessary to carry out actions under (a) and (b), Public Resources Code, Division 13 (commencing with Section 21000) and regulations adopted pursuant to that Division, are suspended to the extent necessary to address flood impacts in the Tulare Lake or San Joaquin River Basins.

- 7. Paragraph 6 of Executive Order N-6-23 is withdrawn and replaced by the following:

To support adequate state staffing for all state agencies and departments with an assigned response and/or recovery role related to flooding in the Tulare Lake or San Joaquin River Basins, consistent with applicable federal law, work hour limitations for retired annuitants, permanent and intermittent personnel, and state management and senior supervisors are suspended. Furthermore, reinstatement and work hour limitations in Government Code sections 21220, 21224(a), and 7522.56(b), (d), (f), and (g), and the time limitations in Government Code section 19888.1 and California Code of Regulations, title 2, sections 300-303 are suspended. All other restrictions must be adhered to for retired annuitants. The Director of the California Department of Human Resources must be notified of any individual employed in state government pursuant to these suspensions. The suspension of statutes identified in this Paragraph shall also apply to local governments, as applicable, to ensure adequate staffing to appropriately respond to the flooding in the Tulare Lake Basin. Local governmental agencies shall notify the California Public Employees' Retirement System of any individual employed by an agency pursuant to this Paragraph.

- 8. Paragraph 6 of Executive Order N-6-23 is withdrawn and replaced by the following:

The limitation for the period of employment for State Personnel Board

emergency appointments, as provided in Government Code section 19888.1, is suspended for positions required for emergency response and/or recovery operations related to flooding in the Tulare Lake or San Joaquin River Basins. The requirements and period of employment for such appointments will be determined by the Office of Emergency Services, but shall not extend beyond the termination date of the State of Emergency.

9. Paragraph 3 of Executive Order N-4-23 is withdrawn and replaced by the following, except that any diversion that is operational as of June 1, 2023, may continue to operate under Paragraph 3 of Executive Order N-4-23 until August 31, 2023:

The suspensions created by Paragraph 2 of Executive Order N-4-23 shall apply to diversions of floodwaters as to which all the following conditions are met:

- a. Diversions of floodwaters directly from rivers, streams, or bypasses must occur between March 10, 2023, and August 31, 2023, for flood management and associated groundwater recharge.
- b. Diversions of floodwaters no longer contained within a defined streambed must prevent imminent risk of flooding or relieve flooding pressure from land, roads, or structures, already inundated, including as a result of actions within subparagraph (a).
- c. A local or regional flood control agency, city, or county has given notice via its internet website, electronic distribution list, emergency notification service, or another means of public notice, that waters at or downstream of the point of diversion are at imminent risk of flooding and inundation of land, roads, or structures.
- d. The diversions cease when the flood conditions have abated to the point there is no longer a risk of, or existing, flooding causing inundation of land, roads, or structures at or downstream of the point of diversion.
- e. Any floodwater diverted is not diverted to and will not be applied to:
 - i. Any barn, ponds, or lands, to which manure or waste from an animal facility that generates waste from the feeding and housing of animals for more than 45 days per year in a confined area that is not vegetated are applied;
 - ii. Any agricultural field where pesticides or fertilizer application has occurred in the prior 30 days or in the period prohibited by applicable law, whichever is longer;
 - iii. Any area that could cause damage to critical levees, infrastructure, wastewater and drinking water systems, drinking water wells or drinking water supplies, or exacerbate the threat of flood and other health and safety concerns; or

- iv. Any area that has not been in active irrigated agricultural cultivation within the past three years, including grazing lands, annual grasslands, and natural habitats. This limitation does not apply to facilities already constructed for the purpose of groundwater recharge or managed wetlands.
- f. With respect to diversions of floodwaters from waters tributary to the Sacramento and San Joaquin River Delta (Delta) as defined in Water Code section 12220 (Delta), water rights holders are not making releases of stored water or reoperating facilities to provide flow for the purposes of meeting water quality control plan or endangered species supporting regulatory requirements in the Delta at the time of the diversion.
- g. The diversion uses:
 - i. Either existing diversion infrastructure or temporary pumps;
 - ii. Existing groundwater recharge locations, where available;
 - iii. No new permanent infrastructure or permanent construction; and
 - iv. Simple screens installed on temporary pump intakes to minimize the impacts of diversion to salmon and other aquatic life.
- h. The person or entity availing itself of suspensions created by Paragraph 2 of Executive Order N-4-23 files a preliminary report with the Water Board and any applicable Groundwater Sustainability Agency (GSA) or GSAs for the basin, no later than 14 days after initially commencing diversion of flood flows for groundwater recharge, and a final report with the Water Board and any applicable GSA or GSAs for the basin no later than September 15, 2023. The preliminary and final reports required by this subparagraph shall:
 - i. Identify the person or entity utilizing the suspensions created by Paragraph 2 of Executive Order N-4-23;
 - ii. Identify the triggering condition from subparagraph (c) of this paragraph;
 - iii. Provide the GPS coordinates for the point of diversion, a map identifying the approximate area inundated by the flood flows, and the corresponding assessor parcel number(s);
 - iv. Identify the time when diversions of floodwaters to groundwater recharge commenced, and for final reports, when diversions ceased; and
 - v. Provide an estimate, as of the report's date, of the amount of floodwaters diverted utilizing the suspensions created by Paragraph 2 of Executive Order N-4-23.

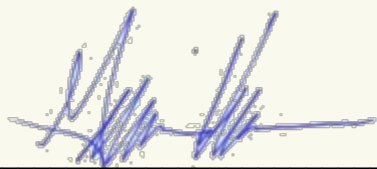
The Water Board shall post on its internet website all reports received pursuant to this subparagraph.

10. To mitigate the effects of the Late Winter Storms, including by reducing the risks of local catastrophic flooding in the Tulare Lake Basin, Part 2 (commencing with section 1200) of division 2 of the Water Code, exclusive of section 1225, and regulations adopted pursuant to that part, are suspended for diversions of flood flows into the Kern Intertie and ultimately into the California Aqueduct until August 31, 2023, such that applications and permits for water rights shall not be required for such diversions, nor shall such diversions create new water rights or modify existing water rights, to the extent applications or permits would have been required or water rights would have been affected absent this suspension.
11. The Department of Water Resources and State Water Resources Control Board shall (i) communicate to water systems and others any additional information or actions necessary for those systems and others to monitor and be prepared for the addition of Kern River floodwater in the California Aqueduct, and (ii) collaborate on long-term actions that align water rights and flood response, including actions that maximize in-basin groundwater recharge.

I FURTHER DIRECT that as soon as hereafter possible, this Order be filed in the Office of the Secretary of State and that widespread publicity and notice be given of this Order.

This Order is not intended to, and does not, create any rights or benefits, substantive or procedural, enforceable at law or in equity, against the State of California, its agencies, departments, entities, officers, employees, or any other person.

IN WITNESS WHEREOF I have
hereunto set my hand and caused
the Great Seal of the State of
California to be affixed this 17th day
of May 2023.



GAVIN NEWSOM
Governor of California

ATTEST:

SHIRLEY WEBER, PH.D
Secretary of State

EXECUTIVE DEPARTMENT STATE OF CALIFORNIA

EXECUTIVE ORDER N-10-23

WHEREAS the State has experienced over thirty atmospheric rivers since December 2022, resulting in compounding and cumulative impacts across California, including record or near record amounts of snow in the Sierra Nevada; and

WHEREAS on January 4, 2023, I proclaimed a State of Emergency to exist in California as a result of severe winter storms related to an atmospheric river event beginning on December 27, 2022; and

WHEREAS on March 1, March 8, March 12, March 14, March 28, April 20, May 15, and June 16, 2023, I proclaimed a State of Emergency to exist in 53 counties, cumulatively, as a result of a series of winter storms that initially struck California beginning in late February and continue to significantly impact the counties identified in my Proclamations; and

WHEREAS on April 21, May 10, July 8, and October 19, 2021, I proclaimed States of Emergency to exist due to drought conditions, and on February 13, 2023, I issued Executive Order N-3-23 and on March 10, 2023, I issued Executive Order N-4-23, to address evolving drought conditions due to the 2022-2023 Winter Storm Events and mitigate flooding by facilitating groundwater recharge; and

WHEREAS on March 31, 2023, I issued Executive Order N-6-23 to bolster the emergency response to the 2022-2023 Winter Storm Events, particularly in the Tulare Lake Basin that continues to be affected by historic flooding; and

WHEREAS on May 17, 2023, and on June 16, 2023, I issued Executive Order N-7-23 and N-9-23, respectively, to further bolster the emergency response to the 2022-2023 Winter Storm Events, in both the San Joaquin River and the Tulare Lake Basins; and

WHEREAS there remains a need for removal of floating vegetation and debris throughout impacted counties, including stretches of the Salinas River mainstem and tributaries, stretches of the Pajaro River mainstream and tributaries, and coastal streams along the Central Coast region from Santa Cruz County to Ventura County, and that removal must expeditiously occur before the next rainy season begins in fall 2023 in order to mitigate the risk of additional flooding and allow for continued recovery efforts; and

WHEREAS emergency repairs, debris removal, sediment removal, and vegetation management within waters of the United States are subject to federal approvals from the U.S. Army Corps of Engineers pursuant to section 404 of the federal Clean Water Act (33 U.S.C. § 1344), and the State Water Resources Control Board (Water Board) has previously issued state water quality certifications corresponding to the Corps Regional General Permits 8, 5, or 63 for Repair and Protection Activities in Emergency Situations and the Nationwide Permit 3 for Maintenance Part (a) for repair, rehabilitation, or replacement of structure of fill (collectively Emergency or Repair Corps Orders), which provide a

pathway for emergency activities in many instances (hereinafter referred to as Water Board Emergency or Repair 401 Certification Orders); and

WHEREAS under the provisions of Government Code section 8571, I find that strict compliance with various statutes and regulations specified in this Order would prevent, hinder, or delay the mitigation of the effects of the 2022-2023 Winter Storm Events.

NOW, THEREFORE, I, GAVIN NEWSOM, Governor of the State of California, in accordance with the authority vested in me by the State Constitution and statutes, and in particular, Government Code sections 8567, 8571, and 8627, do hereby issue the following Order to become effective immediately:

IT IS HEREBY ORDERED THAT:

1. All provisions contained in the above-referenced Proclamations of a State of Emergency and Executive Orders shall remain in full force and effect, except as modified or withdrawn in subsequent proclamations and orders.
2. To protect health, safety, and the environment, and to reduce the risks of local catastrophic flooding, with respect to activities that take place in the San Joaquin River and tributaries, the Tulare Lake Basin and tributaries, including, but not limited to, the Kings, Tule, Kaweah, and Kern Rivers, the Salinas River and tributaries, the Pajaro River and tributaries, and other coastal streams between the Pajaro River (Santa Cruz/Monterey/San Benito Counties), to and including the Ventura River (Santa Barbara/Ventura County), but excluding tributaries to such other coastal streams, the following are suspended, subject to the conditions in Paragraphs 3 and 4, as applicable:
 - a. Chapter 6 (commencing with section 1600) of Division 2 of the Fish and Game Code, and regulations adopted pursuant to that Chapter.
 - b. Certain statutes, rules, and requirements applicable to activities under the jurisdiction of the Water Board and the California Regional Water Quality Control Boards (Regional Water Boards) as follows:
 - i. For an activity in a water of the United States that receives an authorization by the U.S. Army Corps of Engineers pursuant to section 404 of the Clean Water Act, any enrollment criteria that may limit the permitting of the activity under a Water Board Emergency or Repair 401 Certification Order, including criteria limiting the scope to only the Emergency or Repair Corps Orders, conditioned on compliance with all other provisions set forth in the relevant Water Board Emergency or Repair 401 Certification Order.

- ii. For an activity not covered by paragraph 2.b.i, sections 13260 and 13263 of the Water Code, and regulations adopted pursuant to those sections.
 - c. Division 13 (commencing with section 21000) of the Public Resources Code, and regulations adopted pursuant to that division.
- 3. The suspensions in Paragraph 2 apply only to (i) the repair or replacement of existing levees, weirs, and other conveyance and flood-control infrastructure, (ii) debris removal, (iii) sediment removal, and (iv) vegetation management, provided that the activity meets all of the following conditions, as applicable:
 - a. The activity is necessary to respond to conditions caused by the 2022-2023 Winter Storm Events and is necessary to avoid future damage from high streamflow events in the upcoming rainy season.
 - b. Removal of sediment or vegetation or both serves to either reestablish a functional low flow channel or reestablish channel capacity, or clear sediment and debris from the river channel near structures such as bridges.
 - c. Removal of sediment or vegetation or both is carried out in a manner that (i) does not involve excavation resulting in the establishment of a new low flow channel that did not exist prior to the 2022-2023 Winter Storm Events, (ii) maintains the natural contour of the stream, (iii) maintains the downstream slope of the stream flow line, and (iv) does not impede fish passage or cause fish stranding.
 - d. Removal of sediment or vegetation or both is limited to portions of the channel that are dry.
 - e. No more than 30% of the total native vegetation within the stream channel and bank is removed from each river mile.
 - f. Levees are either set back from their previous location (increasing channel capacity) or are rebuilt as configured prior to the 2022-2023 Winter Storm Events.
 - g. The activity does not involve disposal or placement of flood-delivered sediments into waters of the state or at locations or in a manner where sediments may be washed into waters of the state by rainfall or runoff.
 - h. The activity minimizes impacts to beneficial uses of the water body.
 - i. The activity is completed by November 1, 2023.
- 4. The suspensions in Paragraph 2.b.ii apply only if the activity meets all of the following further conditions:

- a. The project proponent shall provide notice to the appropriate Regional Water Board as early as possible, and no less than forty- eight (48) hours prior to initiating the project, that includes the scope and location of the activity, a description of the infrastructure, debris, sediment, and vegetation conditions relevant to the activity, with representative photos, and, as applicable, a description of how the activity serves to establish a functional low flow channel or reestablish channel capacity.
- b. Following any accidental discharge of a reportable quantity of a hazardous material (as defined in Health and Safety Code section 25501), sewage, or an unknown material, the project proponent shall follow the notification and reporting procedures set forth in condition A.3.c of Water Quality Order No. 2019-0044-Exec Clean Water Act Section 401 Water Quality Certification and Order.
- c. The activity shall be undertaken so as to avoid causing a violation of any applicable water quality standards, including impairment of designated beneficial uses for receiving waters, as adopted in any applicable Regional Water Board or Water Board water quality control plan or state policy for water quality control, but in the event of a violation of water quality standards, the project proponent shall eliminate the source of any such discharge as soon as practicable. Water diversion activities must not result in the degradation of beneficial uses or exceedances of water quality objectives of any of the receiving waters. Any temporary dam or other constructed obstruction must only be built from materials that will cause little or no siltation (e.g., clean gravel). Normal flows must be restored to the affected water immediately upon completion of work at that location.
- d. If there is a violation of a water quality standard, the project proponent shall notify the applicable Regional Water Board of any event causing a violation of compliance with water quality standards. Notification may be via telephone, e-mail, delivered written notice, or other verifiable means. This notification must be followed within three (3) working days by submission of a written report that includes the cause of the violation; the location shown on a map; and the period of the noncompliance including exact dates and times. If the noncompliance has not been corrected, include: the anticipated time it is expected to continue; the steps taken or planned to reduce, eliminate, and prevent reoccurrence of the noncompliance; and any monitoring results.
- e. If surface water is present, the project proponent shall conduct continuous visual surface water monitoring to detect accidental discharge of construction-related pollutants (e.g., oil and grease, turbidity plume, or uncured concrete).

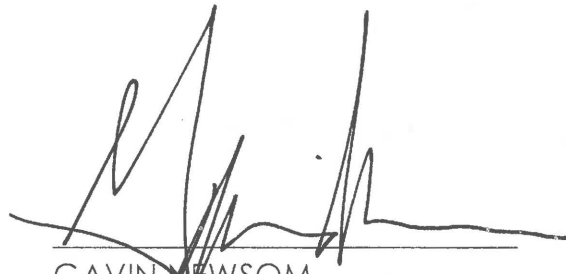
- f. The project proponent shall keep all repairs and construction to the minimum necessary to alleviate the emergency caused by the 2022- 2023 Winter Storm Events and limited to in-kind replacement or refurbishment of on-site features, although the project may undertake minor upgrading if bioremediation or other environmentally sensitive solutions are used.
 - g. The project proponent shall implement effective best management practices to control erosion and runoff from areas associated with the activity, including access roads. All areas of temporary impacts and all other areas of temporary disturbance that could result in a discharge or a threatened discharge to waters of the U.S. and/or state must be restored. Restoration must include grading of disturbed areas to pre-project contours and revegetation with native species.
 - h. Notification of completion, including representative photos showing completion, shall be submitted to the appropriate Regional Water Board within 30 days of completion of the activity.
- 5. To support adequate state staffing for all state agencies assigned response and/or recovery role related to the 2022-2023 Winter Storm Events in coastal streams including and between the Pajaro River (Santa Cruz/Monterey/San Benito Counties) and the Ventura River (Santa Barbara/Ventura County), consistent with applicable federal law, work hour limitations for retired annuitants, permanent and intermittent personnel, and state management and senior supervisors are suspended. Furthermore, reinstatement and work hour limitations in Government Code sections 21220, 21224(a), and 7522.56(b), (d), (f), and (g), and the time limitations in Government Code section 19888.1 and California Code of Regulations, title 2, sections 300-303 are suspended. All other restrictions must be adhered to for retired annuitants. The Director of the California Department of Human Resources must be notified of any individual employed in state government pursuant to these suspensions. The suspension of statutes identified in this Paragraph shall also apply to local governments, as applicable, to ensure adequate staffing to appropriately respond to the damage from the 2022-2023 Winter Storm Events in coastal streams including and between the Pajaro River (Santa Cruz/Monterey/San Benito Counties) and the Ventura River (Santa Barbara/Ventura County). Local governmental agencies shall notify the California Public Employees' Retirement System of any individual employed by an agency pursuant to this Paragraph.
- 6. The limitation for the period of employment for State Personnel Board emergency appointments, as provided in Government Code section 19888.1, is suspended for positions required for emergency response and/or recovery operations related to the 2022-2023 Winter Storm Events in coastal streams including and between the Pajaro River (Santa Cruz/Monterey/San Benito Counties) and the Ventura River (Santa Barbara/Ventura County). The requirements

and period of employment for such appointments will be determined by the Office of Emergency Services but shall not extend beyond the termination date of the State of Emergency.

I FURTHER DIRECT that as soon as hereafter possible, this Order be filed with the Office of the Secretary of State and that widespread publicity and notice be given to this Order.

This Order is not intended to, and does not, create any rights or benefits, substantive or procedural, enforceable at law or in equity, against the State of California, its agencies, departments, entities, officers, employees, or any other person.

IN WITNESS WHEREOF I have hereunto set my hand and caused the Great Seal of the State of California to be affixed this 4th day of August 2023.

A handwritten signature in black ink, appearing to read 'Gavin Newsom', is written over a horizontal line.

GAVIN NEWSOM
Governor of California

ATTEST:

SHIRLEY N. WEBER, PH.D.
Secretary of State



FEMA

Congressional Affairs Division
202-646-4500

STATE OF CALIFORNIA

FEDERAL DISASTER DECLARATION FACT SHEET

APRIL 3, 2023

Today, April 3, 2023, President Joseph R. Biden Jr., granted a Major Disaster Declaration for the State of California triggering the release of Federal funds to help individuals and communities recover from Severe Winter Storms, Straight-line Winds, Flooding, Landslides, and Mudslides that occurred February 21, 2023, and continuing. Details of the disaster declaration and assistance programs are as follows:

Declaration Number:	FEMA-4699-DR
Incident:	Severe Winter Storms, Straight-line Winds, Flooding, Landslides, and Mudslides
Incident Period:	February 21, 2023, and continuing
Federal Coordinating Officer:	Andrew F. Grant National FCO Program
Individual Assistance (IA):	(Assistance to individuals and households):
IA-Designated Counties:	Kern, Mariposa, Monterey, San Benito, Santa Cruz, Tulare, and Tuolumne Counties.
Public Assistance (PA):	(Assistance for emergency work and the repair or replacement of disaster-damaged facilities):
PA-Designated Counties:	Calaveras, Los Angeles, Monterey, and Tulare Counties.
Hazard Mitigation (HM):	(Assistance for actions taken to prevent or reduce long term risk to life and property from natural hazards):

HM-Designated Areas:

All areas in the State of California are eligible to apply for assistance under the Hazard Mitigation Grant Program.

OTHER:

Additional designations may be made at a later date if requested by the state and warranted by the results of further damage assessments.

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LICENSE NUMBER	1221
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LICENSE TO USE STATE MILITARY PROPERTY

BETWEEN

CALIFORNIA MILITARY DEPARTMENT

AND

The City of Porterville

FOR

USE OF READINESS CENTER IMPROVEMENTS AND GROUNDS

This AGREEMENT, dated for reference the 10th day of April 2023, by and between the California Military Department (CMD), hereinafter called STATE, and the City of Porterville, 291 North Main Street, Porterville, CA 93257, hereinafter called LICENSEE, without distinction as to number or gender, and effective upon execution by STATE. STATE and LICENSEE are sometimes referred to individually as a "party" or collectively as the "parties".

RECITALS

WHEREAS, the STATE has under its jurisdiction, certain real property known as the Porterville armory, located at 29 N. Plano St. Porterville, CA 93257, hereinafter called PREMISES, identified in **Exhibit "B"**, consisting of one (1) page and attached hereto and incorporated herein by this reference.; and,

WHEREAS, it is essential that STATE have a secure facility and surrounding grounds; and,

WHEREAS, PREMISES may be made available to meet the needs of the local civil authority when not required to meet immediate operational requirements;

NOW THEREFORE, STATE and LICENSEE agree as follows:

WITNESSETH

I.

GENERAL PROVISIONS

1. AGREEMENT is for non-exclusive weekday or weekend use throughout the license term.
2. Upon declaration of emergency by the STATE or federal government, STATE reserves the right to reoccupy PREMISES, including all parking areas, with twenty-four (24) hours written or electronic (voice or email) notice to LICENSEE at the notification address/number below.

3. PREMISES will not be available during the following drill periods: n/a
4. LICENSEE shall comply with all applicable statutes, laws, ordinances and rules or regulations adopted by the Federal, State or any City, City and County, County or other body politic pertaining to use of said premises or any provisions of the License.
5. LICENSEE shall comply with such reasonable rules and regulations as may be prescribed by STATE for the reasonable use and occupation of State Facilities.
6. LICENSEE understands and agrees the California Legislature may impose additional restrictions, limitations or conditions affecting AGREEMENT provisions or terms; however, any such changes become effective no sooner than 30 days after the legislature has acted.
7. This agreement shall not be assigned or sublet or otherwise encumbered, in whole or in part, without STATE'S prior written consent.
8. STATE shall supply PREMISES with utilities, the nominal cost of which is included in the use fee. Section VI (FEES), item #5 addresses extraordinary utility use and payment.
9. LICENSEE shall have use of the offices, storage areas, drill floor, latrines, showers, parking areas for placement of storage containers (if required), and kitchen counters solely for food preparation or distribution (no oven or stove top use). All food will be stored and surfaces cleaned on a daily basis when shelter operations are underway.
10. STATE is not responsible for losses or damage to personal property, equipment or materials of LICENSEE, its employees, agents or clients. LICENSEE shall report to STATE all losses immediately upon discovery.
11. LICENSEE shall not drive any nails, tacks, pins or other objects into the walls, ceilings, partitions, windows, woodwork, or any other part of PREMISES, nor in any manner move or change any fixture, nor make any alterations to PREMISES without STATE'S prior written consent.
12. Upon completion of use, LICENSEE shall remove all decorations, display, signs, and equipment on PREMISES.
13. Upon license expiration, LICENSEE will surrender PREMISES to STATE with appurtenances and fixtures in good order, condition, and repair, reasonable use and wear thereof, or Acts of God excepted.
14. LICENSEE shall not permit any alcoholic beverage to be offered for sale, stored, given away or otherwise disposed or consumed on any part of PREMISES, nor shall LICENSEE permit any use of tobacco products on any part of PREMISES or within twenty (20) feet of entrances, doorways or opening windows, except in a sufficiently distanced controlled area under LICENSEE supervision.
15. LICENSEE acknowledges PREMISES may not be fully ADA compliant and agrees to implement or improve, at its sole cost and expense, those necessary compliance measures required for the duration of its use. Furthermore, LICENSEE agrees to provide any and all required temporary emergency lighting required by State, County or City laws or ordinances.

II.

AUTHORIZED ACTIVITIES

1. LICENSEE is authorized to use PREMISES to provide temporary shelter and/or health and medical services to homeless citizens of the community.
2. LICENSEE may provide on-site program management through either LICENSEE employees, agents or volunteers or through contracted services.
3. LICENSEE agrees to clean PREMISES removing all litter, trash, cans, bottles, etc. from PREMISES after each use period, but not less than once per day.
4. LICENSEE shall provide janitorial services, whether from a licensed contractor or qualified civil service employee(s), to clean and sanitize the armory, including restrooms, showers, and drill floor, according to standards set forth in **Exhibit "F"**, made a part hereof by this reference. If civil service employees will not fulfill janitorial services, LICENSEE shall provide STATE a copy of the janitorial contract before commencement of licensed use.
5. The armory facility will be available twenty-four (24) hours each day unless otherwise approved by the STATE for extended periods during inclement weather conditions.
6. LICENSEE shall provide on PREMISES one hour before shelter opening until one hour after lights-out in the evening no less than one (1) appropriately licensed (guard card) and easily identifiable uniformed security officer. The security officer shall have access to a telephone, provided by LICENSEE, for contacting the appropriate law enforcement agency, should it become necessary. LICENSEE is responsible for protecting patrons, agents and invitees from acts of third parties, and agrees to notify STATE and appropriate law enforcement agencies as required.
7. Uniformed security personnel will check (search) each client for weapons and drug paraphernalia before any client may enter, or reenter the armory. On-site supervising soldiers are not security personnel and WILL NOT assist with weapon checks or other security-related actions; however, they will observe security inspections.
8. Security personnel will notify the military site supervisor or, if one is not available, the Area Coordinator or the STATE Program Manager before leaving PREMISES. A copy of the security contract will be due to the STATE before the license term begins.
9. Consistent with GC 15301.3(e), LICENSEE shall provide STATE a schedule of nightly shelter visits by law enforcement officers of the local jurisdiction within which the armory is located.
10. Any damage to PREMISES will be inspected by STATE representatives (CMD Area Coordinator) and LICENSEE to determine the character and extent of damage (with photographs). Repairs should be completed within twenty-four (24) hours if an emergency or seventy-two (72) hours if urgent.
11. The STATE Area Coordinator will contract for necessary repair or restoration services using appropriate state or federal guidance, while coordinating and collaborating closely with LICENSEE. LICENSEE may not undertake repairs or restoration using its own forces or contract services without the prior written

consent of STATE'S Area Coordinator.

12. Within thirty (30) days of being presented a demand (invoice) for payment, LICENSEE shall make STATE whole for the cost of repairing or restoring any improvement or utility damaged as a result of PREMISES shelter use. If significant plumbing issues occur due to repeated latrine clogging by clients, the LICENSEE will provide, at its sole cost or expense, portable latrines for the duration of the contract.
13. LICENSEE shall take all necessary steps to ensure shelter clients do not constitute a nuisance in the immediate vicinity of PREMISES during hours of shelter operation. If at any time the STATE is dissatisfied with the LICENSEE efforts, the LICENSEE and STATE shall meet to explore means and methods of compliance.
14. LICENSEE is solely responsible for supplying consumables including, but limited to cleaning or sanitizing supplies and equipment, liquid soap, paper towels, and toilet paper. LICENSEE affirms the County Health Department shall provide regular health screenings and consultation on sanitation issues as required or as otherwise requested.
15. The ONLY animals allowed inside PREMISES are service animals as defined in Section XIV below. Client pets or any other animal not meeting the definition of service animal must remain outside PREMISES at all times.
16. LICENSEE shall conform to the guidance and recommendations for tuberculosis prevention outlined in "*Preventing Tuberculosis (TB) in Homeless Shelters: A Guide for Preventing and Controlling TB and other Aerosol Transmissible Diseases in Los Angeles County Facilities*", included as **Exhibit "C"** herein and by this reference made a part hereof.
17. LICENSEE shall at all times conform to local or state (Governor's) orders for preventing COVID-19 infection by mandating mask wearing and organizing the site to conform to physical distancing requirements.
18. Before clients may park their vehicle in PREMISES parking area, LICENSEE shall ensure each has a valid vehicle registration and current insurance coverage.
19. Vehicles parked on PREMISES without appropriate approval shall be towed away by STATE's order and at LICENSEE's risk and expense.

III.

NOTIFICATION

All notices or other communications required or permitted hereunder shall be in writing, and shall be personally delivered (including by means of professional messenger service) or sent by overnight courier, or sent by registered or certified mail, postage prepaid, return receipt requested to the addresses set forth below. All such notices or other communications shall be deemed received upon the earlier of (i) if personally delivered or sent by overnight courier, the date of delivery to the address of the person to receive such notice, (ii) if mailed as provided above, on the date of receipt or rejection, when received by the other party if received Monday through Friday between 6:00 a.m. and 5:00 p.m. Pacific Standard Time. so long as such day is not a State or Federal holiday and otherwise on the next day provided that if the next day is Saturday, Sunday, or a state or federal holiday, such notice shall be effective on the following business day.

To LICENSEE:

City of Porterville
Attn: City Manager
291 North Main Street
Porterville, CA 93257
(559) 782-7466

To STATE:

California Military Department
9800 Goethe Road, Box 18
Sacramento, CA 95826
(916) 854-3788

PROGRAM MANAGER:

SSG Monica Estrada
(916) 541-8160

Notice of change of address or telephone number shall be given by written notice in the manner described in this section. LICENSEE is obligated to notice State offices listed above and the failure to provide notice to do so shall constitute a lack of notice. Nothing contained herein shall preclude the giving of any such notice by personal service.

IV.

INSURANCE REQUIREMENTS

LICENSEE is a public entity, which is self-insured and will be responsible for any damage caused to PREMISES. Additionally, LICENSEE shall indemnify STATE against any injuries caused by use of PREMISES. LICENSEE has furnished the necessary Certificate of Self-Insurance, **Exhibit "D"** attached hereto and incorporated herein by this reference, demonstrating the required insurance coverage will be in effect during the complete term of AGREEMENT, and shall include, but not be limited to:

- Combined single limit liability of \$2,000,000, or
- Special event coverage with a limit of \$2,000,000, and
- A statement naming the United States, State of California, its officers, agents, employees, and servants as additional insured, but only with respect to the activities of the named insured.

V.

HOLD HARMLESS INDEMNIFICATION

The PREMISES are provided in "AS-IS" and "WITH ALL FAULTS" condition, and STATE and its employees, representatives and agents disclaim all warranties, expressed or implied, regarding the PREMISES, including, but not limited to, all implied warranties of merchantability or fitness for a particular purpose or compliance with Applicable Law. LICENSEES acknowledges and agrees that STATE and its employees, representatives and agents have made no representations or warranties for the PREMISES, including, without limitation, any representations or warranties regarding, (a) the condition or repair of the PREMISES, (b) whether such PREMISES are sufficient for the purposes of LICENSEE, or (c) whether the PREMISES comply with Applicable Laws (as defined below), including without limitation the Americans with Disabilities Act (ADA) or other accessibility laws, (d) whether there are any facts or conditions affecting the PREMISES that might, individually or in the aggregate, interfere with the use or occupancy of the

PREMISES or any portion thereof by LICENSEE.

The use of the PREMISES by LICENSEE shall be conclusive evidence that LICENSEE accepts the same "AS IS and WITH ALL FAULTS" and that the PREMISES are suited for the use intended by LICENSEE and are in good and satisfactory condition at the time such possession was taken. LICENSEE represents and warrants to STATE that (a) its sole intended use of the PREMISES is for temporary sheltering (the "Permitted Use") and (b) prior to using the PREMISES it has made such investigations as it deems appropriate with respect to the suitability of the PREMISES for its intended use and has determined that the PREMISES are suitable for such intended use.

LICENSEE shall comply with all applicable statutes, laws, ordinances and rules and regulations adopted by the Federal, State or any City, City and County, County or other body politic, including without limitation all building codes, the ADA or other accessibility laws ("Applicable Laws") and which pertains to use of the PREMISES or any provisions of the License, and will indemnify, defend and hold STATE free and harmless from and against any violations thereof and any and all liabilities, suits, causes of action, judgments, demands and claims for damages, including all reasonable costs of any litigation and attorney's fees and expenses, arising out or by reason of any such violation.

LICENSEE shall indemnify, defend and hold STATE its employees, representatives and agents free and harmless from and against any and all suits, causes of action, demands, proceedings, claims, damages, judgments, obligations liabilities, liens, fines, costs, and expenses (including, but not limited to, attorneys' fees and costs) (collectively "Losses") which arise from or are related to (a) use or occupancy of the PREMISES by LICENSEE or its Representatives, including, but not limited to, damage to property of any kind whatsoever and to whomsoever belonging, including LICENSEE, from any cause or causes whatsoever during the term of this License or any occupancy hereunder, holdover periods or any other occupancy of the PREMISES during the term of this License, except (i) those Losses that are ultimately determined by a court or administrative tribunal of competent jurisdiction to be caused by sole gross negligence of the STATE or its employees, or (ii) to the extent any such Losses are ultimately determined by a court or administrative tribunal of competent jurisdiction to be caused by the willful misconduct of the STATE or its employees; provided, however, any condition of the PREMISES that is found to be in violation of any Applicable Law by a court or administrative tribunal of competent jurisdiction shall not be deemed gross negligence or willful misconduct on the part of the STATE or its employees; (b) breach of LICENSEE'S obligations under the AGREEMENT, (c) negligence or other wrongful act by LICENSEE or its Representatives, (d) violation of Applicable Law by LICENSEE or its Representatives, (e) any allegation that the PREMISES do not comply with Applicable Law. "Representatives" means LICENSEE'S agents, employees, representatives, contractors, or any other person or persons acting within the direct control or authority of such party or its agents, employees, representatives or contractors.

VI.

FEES

1. The use fee is waived based on Services in Kind as per California Army National Guard Regulation 210-2 paragraph 9.
2. Extraordinary utility costs are waived during the term of this license.
3. Emergency 24 hour use of the facility is authorized through the request from the local Office of Emergency Services.

VII. TERM

License shall take effect no earlier than April 11, 2023 or upon execution by STATE, whichever is later, and shall expire no later than 0800 (8:00 A.M.) August 31, 2023.

VIII. AMENDMENT AND TERMINATION

AGEEMENT amendment or modification must be in writing and duly executed by the parties.

Either party may terminate AGEEMENT with 30 days written notification to the other at the addresses previously given. Upon termination, the activities of the parties shall be governed by the applicable provisions of the Military and Veterans Code. STATE is not obligated to reimburse LICENSEE any fees should it terminate this AGREEMENT before reaching its full term.

IX. ENTIRE AGREEMENT

AGREEMENT, along with any exhibits attached hereto, constitutes the entire covenant and understanding between STATE and LICENSEE for PREMISES. AGREEMENT supersedes all prior and contemporaneous routine activity agreements, representations or understandings, if any, whether oral or written.

X. DURATION & RENEWAL

AGREEMENT shall remain in effect through the termination date and will not be extended, but may be renewed annually subsequent to renegotiation required to protect the parties.

XI. RIGHT TO ENTER

During continuance in force of AGREEMENT, there shall be, and is hereby expressly reserved to STATE and to any of its contractors, agents, employees, representatives, or licensees, the right at any and all reasonable times, and any and all places to temporarily enter upon said PREMISES for inspection or other lawful STATE purposes.

XII. ENVIRONMENTAL LAWS AND REGULATIONS

LICENSEE must comply with all applicable local, State or Federal environmental provisions, requirements, ordinances, regulations or laws. AGREEMENT does not constitute any form of authorization, permit, or opinion with respect to the satisfaction thereof. LICENSEE agrees that it shall comply with all laws, federal, state, or local, existing during the term of this license pertaining to the use, storage, transportation, and disposal of any hazardous substance as that term is defined in such applicable law.

1. In the event STATE or any of its affiliates, successors, principals, employees, or agents should incur any liability, cost, or expense, including attorney's fees and costs, as a result of the LICENSEE'S illegal use, storage, transportation, or disposal of any hazardous substance, including any petroleum derivative, the LICENSEE shall indemnify, defend, and hold harmless any of these individuals against such liability.
2. Where the LICENSEE is found to be in breach of this Paragraph due to the issuance of a government order directing the LICENSEE to cease and desist any illegal action in connection with a hazardous substance, or to remediate a contaminated condition caused by the LICENSEE or any person acting under

LICENSEE'S direct control and authority, LICENSEE shall be responsible for all costs and expenses of complying with such order, including any and all expenses imposed on or incurred by STATE in connection with or in response to such government order.

XIII.

DEFAULT

LICENSEE shall make all required payments to the STATE without deduction, default or delay. In the event of the failure of LICENSEE to do so, or in the event of a breach of any of the other terms, covenants or conditions herein contained on the part of LICENSEE to be kept and performed, and if such default continues for a period of thirty (30) days after receipt of written notice from STATE to LICENSEE of such default, this License may, at the STATE'S sole discretion, be terminated.

In the event of termination of this License, it shall be lawful for STATE to reenter into and upon the PREMISES and every part thereof and to remove and store at LICENSEE's expense all property therefrom and to repossess and occupy the PREMISES. In the event STATE terminates this License pursuant to this Paragraph, the STATE shall not be required to pay LICENSEE any sum or sums whatsoever.

XIV.

SERVICE ANIMALS

Service Animal Defined by Title II and Title III of the ADA: (from the ADA National Network)

Under Title II and III of the ADA, service animals are **limited to dogs** individually trained to do work or perform tasks for the benefit of an individual with a disability, including a physical, sensory, psychiatric, intellectual, or other mental disability.

Emotional support animals, comfort animals, and therapy dogs are not service animals under Title II and Title III of the ADA. Other species of animals, whether wild or domestic, trained or untrained, are not considered service animals either. The work or tasks performed by a service animal must be directly related to the individual's disability. A doctor's letter does not turn an animal into a service animal.

Examples of animals fitting the ADA's definition of "service animal" because they have been **specifically trained to perform a task for the person with a disability**:

Guide Dog or Seeing Eye® Dog¹ is a carefully trained dog that serves as a travel tool for persons who have severe visual impairments or are blind.

Hearing or Signal Dog is a dog that has been trained to alert a person who has a significant hearing loss or is deaf when a sound occurs, such as a knock on the door.

Psychiatric Service Dog is a dog that has been trained to perform tasks that assist individuals with disabilities to detect the onset of psychiatric episodes and lessen their effects.

SigDOG (sensory signal dogs or social signal dog) is a dog trained to assist a person with autism. The dog alerts the handler to distracting repetitive movements common among those with autism, allowing the person to stop the movement (e.g., hand flapping).

Seizure Response Dog is a dog trained to assist a person with a seizure disorder. The dog may stand guard over the person during a seizure or the dog may go for help. A few dogs have learned to predict a seizure and warn the person in advance to sit down or move to a safe place.

While Emotional Support Animals or Comfort Animals are often used as part of a medical treatment plan as therapy animals, they are not considered service animals under the ADA. These support animals provide companionship, relieve loneliness, and sometimes help with depression, anxiety, and certain phobias, but do not have special training to perform tasks that assist people with disabilities and are not covered by federal laws protecting the use of service animals.

A public facility is not allowed to ask for documentation or proof a dog has been certified, trained, or licensed as a service animal. Staff on site may ask the following questions:

1. Is the dog a service animal required because of a disability?
2. What work or task has the dog been trained to perform?

No further questions should be asked regarding the disability or the animal, nor is it permissible to ask that the dog perform the task that grants it to be a service animal.

CONCURRENCE

INSTALLATION COMMANDER

DATE: _____

FOR THE ADJUTANT GENERAL

DATE: _____



CITY OF PORTERVILLE

DATE: 04/21/2023

**MEMORANDUM OF UNDERSTANDING FOR SHELTER SUPPORT
BETWEEN COUNTY OF TULARE AND CITY OF PORTERVILLE**

This Agreement, is effective as of April 11, 2023, (the "Agreement"), and is between The City of Porterville ("CITY"), a California municipal corporation, and the COUNTY OF TULARE, a political subdivision of the State of California ("COUNTY"), who agree as follows:

WHEREAS, CITY has entered into an arrangement with the California National Guard for use of the Armory space, with address of 29 N Plano St., Porterville, CA 93257 (the "Premises") for emergency shelter purposes; and

WHEREAS, COUNTY, along with its Health and Human Services Agency, desires to provide disaster relief support, including logistical support, shelter staffing, and meal support, solely for the purpose of the Premises being used as an emergency shelter in response to the March 2023 atmospheric river storms; and

WHEREAS, in order to provide said support, COUNTY is fully dependent upon the California Department of Social Services ("CDSS") fulfilling COUNTY'S request for logistical and funding support, of which COUNTY, upon receipt, will convey to CITY; and

WHEREAS, in the event that CDSS is unable to provide support, and/or CDSS or the American Red Cross is unable to provide operational support, COUNTY is unable to continue services alone and shall immediately terminate this Agreement; and

WHEREAS, COUNTY seeks to clarify the scope of services to be provided and set reasonable limits on the term of those services; and

WHEREAS, COUNTY agrees to provide, and CITY agrees to receive said services; and

WHEREAS, CITY opened the shelter on the Premises on April 11, 2023, and COUNTY began providing services as of April 11, 2023, and now seek to memorialize this exchange in writing;

NOW, THEREFORE, in consideration of the mutual promises and representations set forth herein, the parties agree as follows:

1. **SERVICES.** COUNTY agrees to provide at its own expense, and CITY agrees to receive services at the Premises pursuant to this Agreement. COUNTY shall provide 24 hour, or agreed operational period staffing at the Premises, in which COUNTY will provide logistical support, shelter staffing, and meal support in conjunction with the California Department of Social Services and/or the American Red Cross. COUNTY will additionally provide social assistance via case management services Monday through Friday, 8 AM to 5 PM. COUNTY shall also provide 24 hour security at the site (Collectively, the "Services"). The parties may agree in writing to a shorter operational period.

CITY shall provide animal care and shelter for residents of the Premises, including kennels and food. CITY shall be providing laundry, bathroom, and shower services for the residents of the Premises. Except for as otherwise specified in Section 8.c., CITY shall provide janitorial services for the Premises, which shall be regularly available daily, and shall be available upon an immediate needs basis. CITY shall keep on-call maintenance technician that is able to respond to immediate maintenance needs.

Services will be performed to the satisfaction of COUNTY for purposes of reimbursement of COUNTY by the State or Federal government.

2. **TERM.** The Services contemplated in Section 1 shall be from April 11, 2023, to May 5, 2023.

The County's provision of staffing and support services shall end at 12:00 noon, and the County's provision of security services shall end at 5:00 p.m., on Friday, May 5, 2023.

Additionally, the Parties agree that this Agreement will terminate pursuant to Section 19 of this Agreement upon the exit of the California Department of Social Services' support of staffing of the Services.

3. **CONSIDERATION.** CITY and COUNTY agree that the services provided to the public are adequate and good consideration for this Agreement, and no monetary compensation is required for this Agreement.

4. **USE.** Upon commencement of the term, COUNTY staff shall be entitled entry onto the Premises to provide the Services.

5. **AGREEMENT TO USE FACILITIES.** The use of the Premises is defined as follows:

- a. Use of the Premises 24 hours a day for sheltering evacuees and animals; and
- b. Any other use to which the parties mutually agree.

6. **ACCEPTANCE.** On the date that the COUNTY begins providing services at the Premises, the Premises shall be in good condition. COUNTY commencing services on the Premises on the effective date shall constitute COUNTY's acknowledgment that, to the best of their knowledge, the Premises is in good condition.

7. **USE.** COUNTY shall use the Premises and shall not use it in any manner that will constitute waste or nuisance.

8. **MAINTENANCE.**

- a. CITY will provide, at CITY's expense, all ongoing maintenance, preventative maintenance, repair, and upkeep of the Premises, including, but not limited to, the parking areas, sidewalks, grounds, building and improvements, and equipment and fixtures attached thereto.

b. CITY will be responsible for complying with all codes or laws requiring alterations, maintenance or restoration of the Premises and parking areas during the term of the AGREEMENT, at no cost to COUNTY, including all ADA Standards for Accessible Design requirements and codes requiring fire extinguishers or other fire suppression equipment and related signage.

c. CITY will be responsible for cleaning the restrooms. COUNTY will be responsible for any cleaning or sanitization of rooms used, waiting rooms, and door handles.

d. In case of emergency the parties will take immediate steps to protect persons and property, consistent with their respective roles and responsibilities under this AGREEMENT. The CITY maintains responsibility to provide COUNTY with a facility that is fit for the purpose and intent of the AGREEMENT. If necessary repairs are brought to the CITY's attention by COUNTY, CITY will make repairs within the next ten (10) days. If the CITY does not take the necessary steps, COUNTY will have the right to repair and to be reimbursed by CITY.

9. **ALTERATIONS.** COUNTY shall not make any structural or exterior alterations to the Premises without CITY's or the California National Guard's consent; however, COUNTY shall have the right without cost to the CITY to make, with CITY's prior written consent, nonstructural alterations to the interior of the Premises that COUNTY requires in order to conduct its operations on the Premises, so long as those alterations are not prohibited by the terms and conditions of the CITY'S License Agreement with the California Military Department.

Upon termination of the AGREEMENT, if COUNTY is not then in default of any of the provisions of this AGREEMENT, COUNTY shall have the right to remove from the Premises immediately before the termination of the AGREEMENT, or within ten (10) days thereafter, any alterations COUNTY has made to the Premises, as long as the removal will not cause any structural

damage to the Premises, and COUNTY at its cost promptly restores any damage caused by the removal.

10. **UTILITIES.** CITY, in conjunction with the California National Guard, shall make all arrangements for, and pay for, all utilities and services furnished or to be used by COUNTY, including, without limitation, gas, electricity, water, sewer, trash, and for all connection charges, therefore. CITY and the California National Guard shall provide all fire extinguishers and related signs.

11. **INDEMNITY.** To the fullest extent permitted by law, CITY will hold harmless, defend and indemnify COUNTY and its officers, agents, volunteers, contractors, and employees from and against any liability, claims, actions, costs, damages, losses and expenses for injury, including without limitation, death of any person or damage to any property, including damage to animals; enforcement actions under California Prevailing Wage laws with respect to work done by CITY, or under other applicable statute or ordinance; or resulting from CITY's or CITY's agents', employees', contractors', or invitees' negligent or intentionally wrongful acts or omissions with respect to the Premises. CITY's obligation will continue beyond the expiration or termination of this Agreement as to any act or omission which occurred during the term of this AGREEMENT, or any renewal or holdover period. This indemnification provision will survive the termination of this AGREEMENT.

To the fullest extent permitted by law, COUNTY will hold harmless, defend and indemnify CITY and its officers, agents, volunteers, contractors, and employees from and against any liability, claims, actions, costs, damages, losses and expenses for injury, including without limitation, death of any person or damage to any property, including damage to animals; enforcement actions under California Prevailing Wage laws with respect to work done by COUNTY, or under other applicable statute or ordinance; or resulting from COUNTY's or COUNTY's agents', employees', contractors', or invitees' negligent or intentionally wrongful acts or omissions with

respect to the Premises. COUNTY's obligation will continue beyond the expiration or termination of this Agreement as to any act or omission which occurred during the term of this AGREEMENT, or any renewal or holdover period. This indemnification provision will survive the termination of this AGREEMENT.

12. **INSURANCE.** CITY acknowledges and agrees that COUNTY is a self-insured entity and waives any requirement that COUNTY procure and/or maintain insurance of any kind, including liability and/or fire/extended coverage insurance. COUNTY acknowledges and agrees that CITY is a self-insured entity and waives any requirement that CITY procure and/or maintain insurance of any kind, including liability and/or fire/extended coverage insurance.

13. **DESTRUCTION.** In the event the Premises, or the building in which the Premises is located, is totally or partially destroyed by fire, earthquake, flood, or other casualty so as to render such property unfit for occupancy, in whole or in part, and that if it should reasonably appear that CITY cannot or will not restore or repair the Premises within ten (10) days from the date of such damage, either party shall be entitled to terminate the Agreement by giving the other party notice in writing of intention to so terminate ten (5) days before the proposed date of termination.

14. **CONDEMNATION.** If, during the AGREEMENT Term, there is any taking by condemnation of all or part of the building, other improvements, or land of which the Premises are a part, or any interest in the AGREEMENT, the rights and obligations of the parties shall be determined as follows:

a. If the Premises are totally taken by condemnation, the AGREEMENT shall terminate on the date of the taking;

b. If any portion of the Premises is taken by condemnation the AGREEMENT shall remain in effect, except that COUNTY may elect to terminate the AGREEMENT by giving notice of same within five (5) days of the date of the taking.

15. **ASSIGNMENT.** COUNTY shall not assign or encumber its interest in the AGREEMENT, all or any part of the Premises, without the consent of CITY, which consent may be withheld at CITY's absolute discretion.

16. **SIGNS.** COUNTY may not install, or permit any other person to install, any sign, awning, canopy, marquee or other advertising on any exterior wall, door, or window on the Premises.

17. **PARTIES'S ENTRY ON PREMISES.** The parties and their authorized representatives shall have the right to enter the Premises at all reasonable times.

18. **REMOVAL OF PERSONAL PROPERTY.** On expiration or other termination of the AGREEMENT, COUNTY shall remove all its personal property and shall perform all restoration made necessary by the removal of any alterations, fixtures, or signs.

19. **TERMINATION.** Either party may terminate this Agreement for cause upon fifteen (15) days' prior written notice to the other party. For purposes of this section, "cause" shall be defined as the failure of either party to remedy any material breach of the AGREEMENT within three (3) days' written notice of the breach. No material breach will be found for issues that this contract already provides a remedy for, so long as those remedies are timely undertaken.

COUNTY, may immediately terminate this Agreement upon written notice should the expenses associated with the Services be deemed to be non-reimbursable by the Federal Government or California State Government, as COUNTY will not be able to fund the scope of the Services considered in this Agreement without Federal or State reimbursement. Written notice of such determination of non-reimbursability shall be communicated by COUNTY to CITY as soon as possible.

COUNTY may immediately terminate this Agreement upon written notice should operational support from CDSS or the American Red Cross ceases, as COUNTY will not be able to provide such support on its own. This written notice shall be communicated by COUNTY to CITY as soon as possible.

COUNTY, as required by the Federal Emergency Management Agency ("FEMA") contract provisions, may terminate this Agreement without cause and shall provide CITY with seven (7) days written notice of the termination of this Agreement without cause.

20. **SUCCESSORS.** This Agreement shall be binding on, and inure to, the benefit of the parties, their successors and assigns, except as otherwise limited by this Agreement.

21. **NOTICE.** Any notice, demand, request, consent, approval or other communication required or permitted under this Agreement shall be in writing and must be either delivered in person or sent by certified mail, postage prepaid, to the follow addresses:

COUNTY: Board of Supervisors
County of Tulare Administration Building
2800 W. Burrel
Visalia, CA 93291
w/Copy to: Tulare County Office of Emergency Services
Attn: Andrew Lockman
5957 S. Mooney Blvd.
Visalia, CA 93277

CITY: John Lollis
291 N Main St,
Porterville, CA 93257

Notice shall be deemed communicated four (4) days from the time of mailing as provided in this section.

22. **ACCESS TO RECORDS.** The following access to records requirements apply to this AGREEMENT: a. The parties agree to provide each other, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to

any books, documents, papers, and records of the CITY and COUNTY which are directly pertinent to this AGREEMENT for the purposes of making audits, examinations, excerpts, and transcriptions.

b. The CITY agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

c. The CITY agrees to provide the FEMA Administrator, or their authorized representatives, access to the Premises or other sites pertaining the scope of this AGREEMENT.

d. In compliance with the Disaster Recovery Act of 2018, the COUNTY and the CITY acknowledge and agree that no language in this AGREEMENT is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

23. DEBARMENT AND SUSPENSION. CITY certifies, by entering into this AGREEMENT, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from entering into this AGREEMENT by any federal agency or by any department, agency or political subdivision of the State of California. The term "principal" for purposes of this Contract means an officer, director, owner, partner, key employee, or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of CITY. The CITY also further certifies that it has verified the suspension and debarment status for all sub-contractors receiving funds under this AGREEMENT and is solely responsible for any paybacks and or penalties that might arise from non-compliance.

24. CHANGES. CITY and COUNTY, together the "Parties" agree that any changes made to this AGREEMENT must be formal written Agreement in the form of a Change Order to this AGREEMENT. Any Change Order must be submitted by the requesting party by at least seven

(7) days written notice to the other Party. Both the CITY and COUNTY must agree, in writing, to any changes to this AGREEMENT.

25. DEPARTMENT OF HOMELAND SECURITY SEALS/LOGOS. The CITY shall not use the Department of Homeland Security ("DHS") seal(s), logos, crests, or reproduction of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

26. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS. CITY acknowledges that FEMA financial assistance will be used to fund all or a portion of the AGREEMENT. CITY shall comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

27. NO OBLIGATION BY FEDERAL GOVERNMENT. The Federal Government is not a party to this AGREEMENT and is not subject to any obligation or liabilities to the COUNTY, CITY, or any other party pertaining to any matter resulting from this AGREEMENT.

28. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. CITY acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statement) applies to the CITY's actions pertaining to this AGREEMENT.

29. DISASTER SERVICE WORKERS. Emergency management personnel provided under this AGREEMENT are public employees, who during disaster situations, are declared under California Government Code section 3100, to be Disaster Service Workers. Work-related injuries will be handled by providing agency/jurisdiction under Worker's Compensation. Emergency management personnel must immediately report any injury suffered while deployed, to their assigned supervisor and home agency. Further, emergency management personnel provided by the CITY under this Agreement are Disaster Service Workers and employees of the CITY, and as such are provided the immunities, protections, and benefits of Disaster Service Workers, as provided in the California Emergency Services Act and other applicable law. Each

party shall defend, indemnify, and hold the other party, its officials, officers, employees, agents, and volunteers, harmless from and against any and all liability, loss, expense (including reasonable attorney's fees), or claims for injury or damage arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damage are caused by or result from the negligent or intentional acts or omissions of the indemnifying party, its officials, officers, employees, agents, or volunteers.

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

31. **INTEGRATION.** This instrument contains all the Agreements of the parties relating to the Premises and cannot be modified or amended except by a subsequent Agreement in writing.

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

33. **GOVERNING LAW.** This Agreement will be interpreted and governed under the laws of the State of California without reference to California conflicts of law principles.

34. **HEADINGS.** Paragraph headings are provided for organizational purposes only and do not in any manner affect the scope, meaning or intent of the provisions under the headings.

35. **INTERPRETATION.** This Agreement reflects the contributions of both parties and accordingly the provisions of Civil Code Section 1654 shall not apply to address and interpret any uncertainty.

36. CONFLICT WITH LAWS OR REGULATIONS; SEVERABILITY. This Agreement is subject to all applicable laws and regulations. If any provision of this Agreement is found by any court or other legal authority, or is agreed by the parties, to be in conflict with any code or regulation governing its subject, the conflicting provision will be considered null and void. If the effect of nullifying any conflicting provision is such that a material benefit of the Agreement to either party is lost, the Agreement may be terminated at the option of the affected party. In all other cases the remainder of the Agreement will continue in full force and effect.

37. AUTHORITY. Each person executing this Agreement on behalf of a party represents and warrants that such person is duly and validly authorized to do so on behalf of the entity it purports to bind, and if such party is a partnership, corporation or trustee, that such partnership, corporation or trustee has full right to enter into this Agreement and perform all of its obligations hereunder.

38. COUNTERPARTS. This Parties to this AGREEMENT may sign this AGREEMENT in counterparts, each of which is an original and all of which taken together form one single document. The counterparts of this AGREEMENT may be executed and delivered by facsimile or other electronic signature (including portable document format) by the Parties and the receiving Party may rely on the receipt of such document so executed and delivered

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electronically or by facsimile as if the original had been received.

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

Date: _____

CITY OF PORTERVILLE

By: _____

John Lollis

City Manager

Approved as to form:

City Attorney

By: _____

**COUNTY
COUNTY OF TULARE**

By: _____

Jason T. Britt

Tulare County Emergency Services Director

Approved as to form:

County Counsel

By: A. Zahseen

Matter No. 2023359



Office of Emergency Services

5957 South Mooney Boulevard, Visalia, California 93277
(559) 624-7495 Telephone (559) 737-4692 Facsimile

April 14, 2023

Ms. Nancy Ward
Director, Governor's Office of Emergency Services
3650 Schriever Avenue
Mather, CA 95655

Dear Director Ward,

Tulare County appreciates the Office of Emergency Services' tireless work to support the response to and recovery from DR-4699 in our County and the surrounding region. Specifically, your negotiation of an ongoing incident period and the expeditious approval of individual assistance programs have been particularly valuable to the affected communities as we continue to recover from storm damages, repair distressed and weakened waterways, and prepare for the impending historic snowmelt runoff.

As current snow moisture content in local watersheds is estimated at over 300% of the historical average, total inflows to local reservoirs through April and July are expected to exceed three times the reservoir capacity. Local reservoir and waterway operators continue to aggressively release water at or near full capacity to make space for the anticipated inflows and prevent a return to spillway flows, while balancing needs of downstream operators to conduct emergency repairs. As a result, a number of homes, agricultural properties, and public spaces remain inundated with floodwater, and more homes may be affected because of the new snowmelt conditions. Specifically, we anticipate similar or worse conditions as a result of the snowmelt.

Tulare County is concerned that current sheltering for individuals affected by inundation and/or evacuation orders, including previously displaced individuals who remain under an evacuation order, may be limited in duration, especially during the current intervening period between storm and snowmelt-induced flooding incidents within the disaster.

Tulare County has entered into an agreement with the City of Porterville to maintain the last remaining emergency evacuation shelter site in the County. The California Department of Social Services and Volunteer Emergency Services Team have pledged support to provide staff and services for only two weeks at this shelter. Forty Tulare County residents who have been displaced due to flood activities are staying at this site. Because the support from CDSS and VEST is limited, the County is concerned that it may not be able to continually fund and staff the ongoing shelter projects. Our concern is the ongoing financial and logistical burden to the County and the incorporated cities therein.

As we are sure that you are aware, emergency protective measures, flood control activities, and damage assessments are being conducted because of the flood conditions in Tulare County. These efforts go hand-in-hand with ensuring that County residents are safe,



Office of Emergency Services

5957 South Mooney Boulevard, Visalia, California 93277
(559) 624-7495 Telephone (559) 737-4692 Facsimile

fed, and warm. The State's cooperation in keeping funding and support from the Department of Social Services and VEST beyond the initial two weeks available for emergency sheltering of Tulare County Residents is vital. Your support in ensuring ongoing funding and logistical support for these critical emergency protective measures is greatly appreciated.

Sincerely,

A handwritten signature in black ink that reads "Andrew Lockman".

Andrew Lockman
Office of Emergency Services Manager



LICENSE NUMBER	1221
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LICENSE TO USE STATE MILITARY PROPERTY

BETWEEN

CALIFORNIA MILITARY DEPARTMENT

AND

The City of Porterville

FOR

USE OF READINESS CENTER IMPROVEMENTS AND GROUNDS

This AGREEMENT, dated for reference the 10th day of April 2023, by and between the California Military Department (CMD), hereinafter called STATE, and the City of Porterville, 291 North Main Street, Porterville, CA 93257, hereinafter called LICENSEE, without distinction as to number or gender, and effective upon execution by STATE. STATE and LICENSEE are sometimes referred to individually as a "party" or collectively as the "parties".

RECITALS

WHEREAS, the STATE has under its jurisdiction, certain real property known as the Porterville armory, located at 29 N. Plano St. Porterville, CA 93257, hereinafter called PREMISES, identified in **Exhibit "B"**, consisting of one (1) page and attached hereto and incorporated herein by this reference.; and,

WHEREAS, it is essential that STATE have a secure facility and surrounding grounds; and,

WHEREAS, PREMISES may be made available to meet the needs of the local civil authority when not required to meet immediate operational requirements;

NOW THEREFORE, STATE and LICENSEE agree as follows:

WITNESSETH

I.

GENERAL PROVISIONS

1. AGREEMENT is for non-exclusive weekday or weekend use throughout the license term.
2. Upon declaration of emergency by the STATE or federal government, STATE reserves the right to reoccupy PREMISES, including all parking areas, with twenty-four (24) hours written or electronic (voice or email) notice to LICENSEE at the notification address/number below in Section III; "Notification".

3. LICENSEE shall comply with all applicable statutes, laws, ordinances and rules or regulations adopted by the Federal, State or any City, City and County, County or other body politic pertaining to use of said premises or any provisions of the License.
4. LICENSEE shall comply with such reasonable rules and regulations as may be prescribed by STATE for the reasonable use and occupation of State Facilities.
5. LICENSEE understands and agrees the California Legislature may impose additional restrictions, limitations or conditions affecting AGREEMENT provisions or terms; however, any such changes become effective no sooner than 30 days after the legislature has acted.
6. This agreement shall not be assigned or sublet or otherwise encumbered, in whole or in part, without STATE'S prior written consent.
7. STATE infrastructure shall supply PREMISES with utilities, but LICENSEE will transfer utility accounts into its name for payment: electric, sewer, water, refuse collection.
8. LICENSEE shall have use of the offices, storage areas, drill floor, latrines, showers, parking areas for placement of storage containers (if required), and kitchen counters solely for food preparation or distribution (no oven or stove top use). All food will be stored and surfaces cleaned on a daily basis when shelter operations are underway.
9. STATE is not responsible for losses or damage to personal property, equipment or materials of LICENSEE, its employees, agents or clients. LICENSEE shall report to STATE all losses immediately upon discovery.
10. LICENSEE shall not drive any nails, tacks, pins or other objects into the walls, ceilings, partitions, windows, woodwork, or any other part of PREMISES, nor in any manner move or change any fixture, nor make any alterations to PREMISES without STATE'S prior written consent.
11. Upon completion of use, LICENSEE shall remove all decorations, display, signs, and equipment on PREMISES.
12. Upon license expiration, LICENSEE will surrender PREMISES to STATE with appurtenances and fixtures in good order, condition, and repair, reasonable use and wear thereof, or Acts of God excepted.
13. LICENSEE shall not permit any alcoholic beverage to be offered for sale, stored, given away or otherwise disposed or consumed on any part of PREMISES, nor shall LICENSEE permit any use of tobacco products on any part of PREMISES or within twenty (20) feet of entrances, doorways or opening windows, except in a sufficiently distanced controlled area under LICENSEE supervision.
14. LICENSEE acknowledges PREMISES may not be fully ADA compliant and agrees to implement or improve, at its sole cost and expense, those necessary compliance measures required for the duration of its use. Furthermore, LICENSEE agrees to provide any and all required temporary emergency lighting required by State, County or City laws or ordinances.

II.

AUTHORIZED ACTIVITIES

1. In order to provide a variety of health, medical or other services to homeless citizens, LICENSEE may provide on-site program management through either LICENSEE employees, agents, volunteers or contracted services.
2. The armory facility will be available twenty-four (24) hours each day unless otherwise amended in writing by the STATE.
3. LICENSEE is solely responsible for protecting employees, patrons, agents, clients, or invitees from acts of third parties, and agrees to notify STATE and appropriate law enforcement agencies as required.
4. LICENSEE agrees to maintain PREMISES in a clean and habitable condition, which includes exterior landscape maintenance and removal of all litter, trash, cans, bottles, etc. from the site not less than once per day.
5. Any damage to PREMISES will be inspected by STATE representatives (CMD Area Coordinator) and LICENSEE to determine the character and extent of damage (with photographs). Repairs should be completed within twenty-four (24) hours if an emergency or seventy-two (72) hours if urgent.
6. The STATE Area Coordinator will contract for necessary repair or restoration services using appropriate state or federal guidance, while coordinating and collaborating closely with LICENSEE. LICENSEE may not undertake repairs or restoration using its own forces or contract services without the prior written consent of STATE'S Area Coordinator.
7. Within thirty (30) days of being presented a demand (invoice) for payment, LICENSEE shall make STATE whole for the cost of repairing or restoring any improvement or utility damaged as a result of PREMISES use.
8. If significant plumbing issues occur due to continued actions of clients, LICENSEE will provide portable latrines, at its sole cost and expense, for the duration of the contract.
9. LICENSEE shall take all necessary steps to ensure clients do not constitute a nuisance in the immediate vicinity of the facility during hours of operation. If at any time the STATE is dissatisfied with the LICENSEE efforts, the LICENSEE and STATE shall meet to explore means and methods of compliance.
10. LICENSEE shall supply consumable sanitary items and paper products, which include, but not limited to: cleaning/sanitizing supplies and equipment, liquid soap, paper towels, and toilet paper. If requested (necessary), the County Health Department shall provide periodic health screenings and consultation on issues pertaining to sanitation
11. Pets of clients occupying PREMISES or participating in provided services are prohibited inside the PREMISES, with the exception of those meeting the definition of "service animal" in Section XV below.
12. LICENSEE shall ensure clients provide valid vehicle registration and insurance BEFORE parking their vehicle in PREMISES parking area.
13. Vehicles parked on PREMISES without appropriate approval shall be towed away by STATE's order and at LICENSEE's risk and expense.

III.

NOTIFICATION

All notices or other communications required or permitted hereunder shall be in writing, and shall be personally delivered (including by means of professional messenger service) or sent by overnight courier, or sent by registered or certified mail, postage prepaid, return receipt requested to the addresses set forth below. All such notices or other communications shall be deemed received upon the earlier of (i) if personally delivered or sent by overnight courier, the date of delivery to the address of the person to receive such notice, (ii) if mailed as provided above, on the date of receipt or rejection, when received by the other party if received Monday through Friday between 6:00 a.m. and 5:00 p.m. Pacific Standard Time, so long as such day is not a State or Federal holiday and otherwise on the next day provided that if the next day is Saturday, Sunday, or a state or federal holiday, such notice shall be effective on the following business day.

To LICENSEE:

City of Porterville
Attn: City Manager
291 North Main Street
Porterville, CA 93257
(559) 782-7466

To STATE:

California Military Department
9800 Goethe Road, Box 18
Sacramento, CA 95826
(916) 854-3788

PROGRAM MANAGER:

SSG Monica Estrada
(916) 541-8160

Notice of change of address or telephone number shall be given by written notice in the manner described in this section. LICENSEE is obligated to notice State offices listed above and the failure to provide notice to do so shall constitute a lack of notice. Nothing contained herein shall preclude the giving of any such notice by personal service.

IV.

INSURANCE REQUIREMENTS

LICENSEE is a public entity, which is self-insured and will be responsible for any damage caused to PREMISES. Additionally, LICENSEE shall indemnify STATE against any injuries caused by use of PREMISES. LICENSEE has furnished the necessary Certificate of Self-Insurance, **Exhibit "D"** attached hereto and incorporated herein by this reference, demonstrating the required insurance coverage will be in effect during the complete term of AGREEMENT, and shall include, but not be limited to:

- Combined single limit liability of \$2,000,000, or
- Special event coverage with a limit of \$2,000,000, and
- A statement naming the United States, State of California, its officers, agents, employees, and servants as additional insured, but only with respect to the activities of the named insured.

V.

HOLD HARMLESS INDEMNIFICATION

The PREMISES are provided in "AS-IS" and "WITH ALL FAULTS" condition, and STATE and its employees, representatives and agents disclaim all warranties, expressed or implied, regarding the PREMISES, including, but not limited to, all implied warranties of merchantability or fitness for a particular purpose or compliance with Applicable Law. LICENSEES acknowledges and agrees that STATE and its employees, representatives and agents have made no representations or warranties for the PREMISES, including, without limitation, any representations or warranties regarding, (a) the condition or repair of the PREMISES, (b) whether such PREMISES are sufficient for the purposes of LICENSEE, or (c) whether the PREMISES comply with Applicable Laws (as defined below), including without limitation the Americans with Disabilities Act (ADA) or other accessibility laws, (d) whether there are any facts or conditions affecting the PREMISES that might, individually or in the aggregate, interfere with the use or occupancy of the PREMISES or any portion thereof by LICENSEE.

The use of the PREMISES by LICENSEE shall be conclusive evidence that LICENSEE accepts the same "AS IS and WITH ALL FAULTS" and that the PREMISES are suited for the use intended by LICENSEE and are in good and satisfactory condition at the time such possession was taken. LICENSEE represents and warrants to STATE that (a) its sole intended use of the PREMISES is for temporary sheltering (the "Permitted Use") and (b) prior to using the PREMISES it has made such investigations as it deems appropriate with respect to the suitability of the PREMISES for its intended use and has determined that the PREMISES are suitable for such intended use.

LICENSEE shall comply with all applicable statutes, laws, ordinances and rules and regulations adopted by the Federal, State or any City, City and County, County or other body politic, including without limitation all building codes, the ADA or other accessibility laws ("Applicable Laws") and which pertains to use of the PREMISES or any provisions of the License, and will indemnify, defend and hold STATE free and harmless from and against any violations thereof and any and all liabilities, suits, causes of action, judgments, demands and claims for damages, including all reasonable costs of any litigation and attorney's fees and expenses, arising out or by reason of any such violation.

LICENSEE shall indemnify, defend and hold STATE its employees, representatives and agents free and harmless from and against any and all suits, causes of action, demands, proceedings, claims, damages, judgments, obligations liabilities, liens, fines, costs, and expenses (including, but not limited to, attorneys' fees and costs) (collectively "Losses") which arise from or are related to (a) use or occupancy of the PREMISES by LICENSEE or its Representatives, including, but not limited to, damage to property of any kind whatsoever and to whomsoever belonging, including LICENSEE, from any cause or causes whatsoever during the term of this License or any occupancy hereunder, holdover periods or any other occupancy of the PREMISES during the term of this License, except (i) those Losses that are ultimately determined by a court or administrative tribunal of competent jurisdiction to be caused by sole gross negligence of the STATE or its employees, or (ii) to the extent any such Losses are ultimately determined by a court or administrative tribunal of competent jurisdiction to be caused by the willful misconduct of the STATE or its employees; provided, however, any condition of the PREMISES that is found to be in violation of any Applicable Law by a court or administrative tribunal of competent jurisdiction shall not be deemed gross negligence or willful misconduct on the

part of the STATE or its employees; (b) breach of LICENSEE'S obligations under the AGREEMENT, (c) negligence or other wrongful act by LICENSEE or its Representatives, (d) violation of Applicable Law by LICENSEE or its Representatives, (e) any allegation that the PREMISES do not comply with Applicable Law. "Representatives" means LICENSEE'S agents, employees, representatives, contractors, or any other person or persons acting within the direct control or authority of such party or its agents, employees, representatives or contractors.

VI.

FEES

1. The use fee is waived based on Services in Kind as per California Army National Guard Regulation 210-2 paragraph 9.
2. Utility accounts will be transferred to LICENSEE, which will directly pay utility costs on an as-incurred basis.

VII.

TERM

License shall take effect no earlier than May 5, 2023 or upon execution by STATE, whichever is later, and shall expire no later than 0800 (8:00 A.M.) May 4, 2024.

VIII.

AMENDMENT AND TERMINATION

AGREEMENT cannot be amended or modified in any way except by a written AGREEMENT duly executed by STATE and LICENSEE. Any proposal for amendment or modification must be delivered for review and approval by the Chief, Realty Operations or her/his delegatee.

AGREEMENT may be terminated by either party upon 30 days' written notification to the other party at the addresses previously given in Section III; "Notification". Upon termination, the activities of the parties shall be governed by the applicable provisions of the Military and Veterans Code. STATE is not obligated to reimburse LICENSEE any fees should it terminate this AGREEMENT before reaching its full term.

IX.

ENTIRE AGREEMENT

AGREEMENT, along with any exhibits attached hereto, constitutes the entire covenant and understanding between STATE and LICENSEE for PREMISES. AGREEMENT supersedes all prior and contemporaneous routine activity agreements, representations or understandings, if any, whether oral or written.

X.

DURATION & RENEWAL

AGREEMENT shall remain in effect through the termination date and will not be extended, but may be renewed annually subsequent to renegotiation required to protect the parties.

XI.

RIGHT TO ENTER

During continuance in force of AGREEMENT, there shall be, and is hereby expressly reserved to STATE and to any of its contractors, agents, employees, representatives, or licensees, the right at any and all reasonable times, and any and all places to temporarily enter upon said PREMISES for inspection or other lawful STATE purposes.

XII.

ENVIRONMENTAL LAWS AND REGULATIONS

LICENSEE must comply with all applicable local, State or Federal environmental

provisions, requirements, ordinances, regulations or laws. AGREEMENT does not constitute any form of authorization, permit, or opinion with respect to the satisfaction thereof. LICENSEE agrees that it shall comply with all laws, federal, state, or local, existing during the term of this license pertaining to the use, storage, transportation, and disposal of any hazardous substance as that term is defined in such applicable law.

1. In the event STATE or any of its affiliates, successors, principals, employees, or agents should incur any liability, cost, or expense, including attorney's fees and costs, as a result of the LICENSEE'S illegal use, storage, transportation, or disposal of any hazardous substance, including any petroleum derivative, the LICENSEE shall indemnify, defend, and hold harmless any of these individuals against such liability.
2. Where the LICENSEE is found to be in breach of this Paragraph due to the issuance of a government order directing the LICENSEE to cease and desist any illegal action in connection with a hazardous substance, or to remediate a contaminated condition caused by the LICENSEE or any person acting under LICENSEE'S direct control and authority, LICENSEE shall be responsible for all costs and expenses of complying with such order, including any and all expenses imposed on or incurred by STATE in connection with or in response to such government order.

XIII.

DEFAULT

LICENSEE shall make all required payments to the STATE without deduction, default or delay. In the event of the failure of LICENSEE to do so, or in the event of a breach of any of the other terms, covenants or conditions herein contained on the part of LICENSEE to be kept and performed, and if such default continues for a period of thirty (30) days after receipt of written notice from STATE to LICENSEE of such default, this License may, at the STATE'S sole discretion, be terminated.

In the event of termination of this License, it shall be lawful for STATE to reenter into and upon the PREMISES and every part thereof and to remove and store at LICENSEE's expense all property therefrom and to repossess and occupy the PREMISES. In the event STATE terminates this License pursuant to this Paragraph, the STATE shall not be required to pay LICENSEE any sum or sums whatsoever.

XIV.

SERVICE ANIMALS

Service Animal Defined by Title II and Title III of the ADA: (from the ADA National Network)

Under Title II and III of the ADA, service animals are **limited to dogs** individually trained to do work or perform tasks for the benefit of an individual with a disability, including a physical, sensory, psychiatric, intellectual, or other mental disability.

Emotional support animals, comfort animals, and therapy dogs are not service animals under Title II and Title III of the ADA. Other species of animals, whether wild or domestic, trained or untrained, are not considered service animals either. The work or tasks performed by a service animal must be directly related to the individual's disability. A doctor's letter does not turn an animal into a service animal.

Examples of animals fitting the ADA's definition of "service animal" because they have been **specifically trained to perform a task for the person with a disability**:

Guide Dog or Seeing Eye® Dog¹ is a carefully trained dog that serves as a travel tool for persons who have severe visual impairments or are blind.

Hearing or Signal Dog is a dog that has been trained to alert a person who has a significant hearing loss or is deaf when a sound occurs, such as a knock on the door.

Psychiatric Service Dog is a dog that has been trained to perform tasks that assist individuals with disabilities to detect the onset of psychiatric episodes and lessen their effects.

SigDOG (sensory signal dogs or social signal dog) is a dog trained to assist a person with autism. The dog alerts the handler to distracting repetitive movements common among those with autism, allowing the person to stop the movement (e.g., hand flapping).

Seizure Response Dog is a dog trained to assist a person with a seizure disorder. The dog may stand guard over the person during a seizure or the dog may go for help. A few dogs have learned to predict a seizure and warn the person in advance to sit down or move to a safe place.

While Emotional Support Animals or Comfort Animals are often used as part of a medical treatment plan as therapy animals, **they are not considered service animals under the ADA**. These support animals provide companionship, relieve loneliness, and sometimes help with depression, anxiety, and certain phobias, but do not have special training to perform tasks that assist people with disabilities and are not covered by federal laws protecting the use of service animals.

A public facility is not allowed to ask for documentation or proof a dog has been certified, trained, or licensed as a service animal. Staff on site may ask the following questions:

1. Is the dog a service animal required because of a disability?
2. What work or task has the dog been trained to perform?

No further questions should be asked regarding the disability or the animal, nor is it permissible to ask that the dog perform the task that grants it to be a service animal.

CONCURRENCE

FOR THE ADJUTANT GENERAL



CITY OF PORTERVILLE

DATE: _____

DATE: 05/17/2023



FEMA

4699-DR-CA Amendment 006



English

Notice Date	July 10, 2023
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Billing Code 9111-23-P

DEPARTMENT OF HOMELAND SECURITY

Federal Emergency Management Agency

[Internal Agency Docket No. FEMA-4699-DR]

[Docket ID FEMA-2023-0001]

California; Amendment No. 6 to Notice of a Major Disaster Declaration

AGENCY: Federal Emergency Management Agency, DHS.

ACTION: Notice.

SUMMARY: This notice amends the notice of a major disaster declaration for the State of California (FEMA-4699-DR), dated April 3, 2023, and related determinations.

DATE: This amendment was issued July 14, 2023.

FOR FURTHER INFORMATION CONTACT: Dean Webster, Office of Response and Recovery, Federal Emergency Management Agency, 500 C Street, SW, Washington, DC 20472, (202) 646-2833.

SUPPLEMENTARY INFORMATION: Notice is hereby given that the incident period for this disaster is closed effective July 10, 2023.

The following Catalog of Federal Domestic Assistance Numbers (CFDA) are to be used for reporting and drawing funds: 97.030, Community Disaster Loans; 97.031, Cora Brown Fund; 97.032, Crisis Counseling; 97.033, Disaster Legal Services; 97.034, Disaster Unemployment Assistance (DUA); 97.046, Fire Management Assistance Grant; 97.048, Disaster Housing Assistance to Individuals and Households In Presidentially Declared Disaster Areas; 97.049, Presidentially Declared Disaster Assistance - Disaster Housing Operations for Individuals and Households; 97.050, Presidentially Declared Disaster Assistance to Individuals and Households - Other Needs; 97.036, Disaster Grants - Public Assistance (Presidentially Declared Disasters); 97.039, Hazard Mitigation Grant.

/s/

Deanne Criswell,

Administrator,

Federal Emergency Management Agency.

Last updated July 14, 2023

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**National
Terrorism
Advisory
System**

RESOLUTION NO. 15 -2023

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF PORTERVILLE AUTHORIZING THE APPROPRIATION OF FUNDS FROM THE
CATASTROPHIC / EMERGENCY RESERVE FOR THE COSTS ASSOCIATED
WITH THE RESPONSE TO THE LOCAL FLOOD EMERGENCY**

WHEREAS: Pursuant to Chapter 9 of the Porterville Municipal Code, Mayor Martha A. Flores declared the existence of a local emergency within the City of Porterville on March 13, 2023 due to the threat to life and property caused by a series of storms impacting Success Lake significantly increasing the Tule River flows; and

WHEREAS: Flood water and water from Success Lake had caused evacuation warnings and mandatory evacuation orders in the month of March for some local residents; and

WHEREAS: Historic water levels and flows of the Tule River have caused erosion to the river banks, prompting City staff to take extraordinary measures to protect the riverbanks and avoid potentially catastrophic flooding;

WHEREAS: The significant threat of local flooding emergency continues to exist with the estimated snow pack in the Sierra Nevada mountains of more than three hundred percent (300%) of normal and the potential for a warm storm or heat wave this Spring; and

WHEREAS: The City of Porterville Municipal Code Section 2-31.2, established the Catastrophic / Emergency Reserve Fund for the purpose of providing funds to mitigate costs associated with unforeseen emergencies, including natural disasters or catastrophic events;

NOW, THEREFORE, BE IT RESOLVED:

1. That the City Council of the City of Porterville make a finding that the local flood emergency is an unforeseen and unavoidable event that require the expenditure of City resources beyond those provided for in the annual budget; and
2. That the City Council of the City of Porterville does hereby approve and authorize the appropriation of funds from the Catastrophic / Emergency Reserve Fund for the costs associated with the response to the local emergency including personnel, equipment, services, and other necessary expenditures; and
3. That the City Council authorize the replacement of funds from any grant funds that may be used to reimburse said costs.

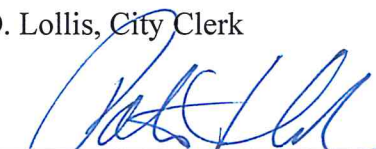
PASSED, APPROVED AND ADOPTED this 4th day of April, 2023.



Martha A. Flores, Mayor

ATTEST:

John D. Lollis, City Clerk

By: 

Patrice Hildreth, Chief Deputy City Clerk

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

I, JOHN D. LOLLIS, the duly appointed City Clerk of the City of Porterville do hereby certify and declare that the foregoing is a full, true and correct copy of the resolution passed and adopted by the Council of the City of Porterville at a meeting of the Porterville City Council duly called and held on the 4th day of April, 2023.

Said resolution was duly passed, approved, and adopted by the following vote:

Council:	FLORES	CARRILLO	WEYHRAUCH	BELTRAN	MEISTER
AYES:	X	X	X	X	X
NOES:					
ABSTAIN:					
ABSENT:					



JOHN D. LOLLIS, City Clerk

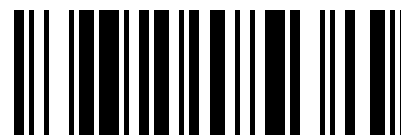
By: 
Fernando Gabriel-Moraga, Deputy City Clerk

Invoice

Calwen Inc. dba Rescue Source & Rescue 3 Intl

Calwen Inc. dba Rescue Source & Rescue 3
P.O. Box 1050
Wilton, CA 95693
Phone: 916-687-6556
Fax: 916-687-6717
Email: info@rescuesource.com

Order #	Date
131282	03/20/2023



Bill To:	Ship To:
PORTERVILLE FIRE DEPARTMENT 40 W CLEVELAND PORTERVILLE, CA 93257 Phone: 559-782-7526 Email: jrodriguez@ci.porterville.ca.us	PORTERVILLE FIRE DEPARTMENT 40 W CLEVELAND PORTERVILLE, CA 93257
Customer: PORTERVILLE FIRE DEPARTMENT	Contact: JANIE RODRIGUEZ PO Number: 23-22733

Sales Rep	Payment Terms	FOB Point	Carrier	Ship Service	Date Scheduled
MELISSA	NET 30	Origin	UPS Next Day Air		03/20/2023

Item #	Type	Number	Description	Unit Price	Qty Ordered	Total Price
1	Kit	KT2210	PFD TYPE V PACKAGE	\$250.00	20 ea	\$ 5,000.00
2	Sale	PF4026R	NRS 2022 RAPID RESCUER RED	\$0.00	20 ea	\$ 0.00
3	Sale	KN2556OR	NRS PILOT KNIFE ORANGE	\$0.00	20 ea	\$ 0.00
4	Sale	WH7905	WHISTLE-RESCUE 3 LOGO WITH COIL	\$0.00	20 ea	\$ 0.00
5	Sale	HL7050HVL/XL	RQ3 STORM PRO HELMET HI VIS LARGE/XLARGE	\$32.00	20 ea	\$ 640.00
6	Shipping	Freight	Freight Out	\$256.00	1 ea	\$ 256.00
7	Sale	Tax Expense	Tax Expense	\$521.70	1 ea	\$ 521.70

Subtotal:	\$6,417.70
Sales Tax:	\$0.00
Total:	\$6,417.70

Thank you for your order.
If you have any questions please call 800-457-3728
or e-mail info@rescuesource.com.

Royal Restrooms

DATE: _____

FOR:

Donnie Moore

(559) 782-7539

T

t

t

t

\$2,500.00

\$600.00

W9 Click here.

\$9,200.00

9.250%

\$851.00

\$3,100.00

\$13,151.00

THANK YOU FOR YOUR BUSINESS!



INVOICE

24/7 Emergency 800-742-7246
www.rainforrent.com

Rain For Rent
Bakersfield
4001 State Rd
Bakersfield CA 93308
United States
661-399-1724

Your sales person	REMIT PAYMENTS TO:
JESSE PINTOR	Rain for Rent RAIN FOR RENT FILE 52541 LOS ANGELES, CA 90074-2541

CONTRACT # 1169502 CUSTOMER CITY OF PORTERVILLE CUSTOMER # 112354 NAME CITY OF PORTERVILLE ADDRESS 291 N MAIN ST PORTERVILLE CA 93257 PHONE	INVOICE# 1854595	INVOICE DATE 3/30/2023	PO or JOB# 23-22734	PAYMENT DUE 4/29/2023
PLEASE PAY				\$77,396.67
SHIPPED TO JOBSITE:				
NAME CITY OF PORTERVILLE ADDRESS Corporation Yard 555 N Prospect St Porterville CA 93257 PHONE				

Notes:

Requested by: Michael Knight
PO Number: 23-22734

QTY	UOM	DESCRIPTION	PRODUCT #	STATUS	DATE OUT	BILLED THRU	DAYS BILLED	PRICE	AMOUNT	TAXABLE
1.00	EA	Pump BA150E D285 Tlr Mt Diesel Eng Hatz 4H50TIC	1022734		SALES		0.00	\$65,685.06	\$65,685.06	Y
1.00	EA	Shipping/Handling Freight	M240			SERVICES	0.00	\$5,158.57	\$5,158.57	Y

TOTAL SALES:	\$65,685.06
TOTAL RENTALS:	\$0.00
TOTAL SERVICES:	\$5,158.57
TOTAL OTHER:	\$0.00
SUBTOTAL:	\$70,843.63
TAX:	\$6,553.04

TOTAL:	\$77,396.67
---------------	--------------------

FOR PROPER CREDIT, PLEASE INCLUDE INVOICE NUMBER ON YOUR PAYMENT.
PAST DUE AMOUNTS ARE SUBJECT TO A SERVICE CHARGE OF 1.50%
CUSTOMER, (RENTEE OR BUYER as context requires), shall be deemed to accept
all terms, conditions and provisions hereof upon execution of this agreement;
ordering; or delivery of equipment to customer, whichever comes first.

PAYMENT TERMS: NET 30

SIGNATURE: _____ DATE: _____

Mike Clark Trucking
19385 Avenue 144
Porterville, CA 93257 US
+1 5597845486
mct3desk1@yahoo.com



INVOICE

BILL TO

City of Porterville
Street Superintendent, Field
Service Div.
555 N. Prospect
Porterville, Ca 93257

INVOICE # 2637**DATE** 03/23/2023**DUE DATE** 04/25/2023**TERMS** Net 30

DATE	FREIGHT	ACTIVITY	FREIGHT BILL	RATE	AMOUNT
03/23/2023	8.80	Super 10	7383117 - Luque	120.00	1,056.00
03/23/2023	9.70	Super 10	7383219 - Luque	120.00	1,164.00
03/23/2023	9.70	Super 10	7383046 - Luque	120.00	1,164.00
03/23/2023	9.80	Super 10	8432857 - Luque	120.00	1,176.00
03/23/2023	7.30	Super 10	9281272 - Luque	120.00	876.00

Thank you for your business!

SUBTOTAL	5,436.00
TAX	0.00
TOTAL	5,436.00
BALANCE DUE	\$5,436.00

A finance charge of 1.5% monthly/18% annually will be charged on accounts over 30 days past due. In the event a suit is brought to enforce collection, the customer shall be liable for responsible attorneys fees and costs of the suit.



Name of person in charge: Amy Greybehl

Event Date: Start 5/5/23 month to month Price Per Guard: _____

Event Time: 8pm-8am How many guests: open

(Overtime is billed at \$35 per hour) _____ Invite Only: Y/N

Event Location: 29 ~~44~~ Plano St

City: Porterville State: CA

Zip: 93257 Special Instructions/ Directions for Event:

2 guards, check-in Guest by 8pm, lock gates, lights off by 10pm.

Balance Due for guaranteed hours \$: 18,000 - updated

Third Party Information- Please Print Clearly

Financially Responsible Party (Client):

City of Porterville - Army National Guard

Clients Contact Phone

Number: 559-782-7521

Client Email

Address: agreybehl@ci.porterville.ca.us

Clients Home

Address: City

City: Porterville State: CA Zip: 93257

Wedding/Prom/ Anniversary? Other: _____

Payment Information:

The parties have read all pages of this Agreement & the attached Terms and Conditions, agree to all its terms, and acknowledge receipt of a complete copy of the Agreement and Terms & Conditions. Each person signing as the Client below shall be responsible for ensuring that full payment is made as stated in this document. Client agrees that a 30% non-refundable retainer will be due immediately to reserve date and time as listed on contract.

Venmo: _____ @Chris-Morton-80 Zelle: _____ (559)756-4570

Cashapp: _____ \$maddym90 Check: X* Cash: _____

*Payment to be issued upon completion of a City of Porterville Business License Application

Client Initials: AG

Date: 5/5/23

You are a valued customer of Topknotch Security INC, and we want you to enjoy our guards' services. To ensure that the integrity of our officers is maintained for you and all of our customers, the following Terms & Conditions apply to all services provided by Topknotch Security INC, under all circumstances and without exception.

The purchaser (client) on the front of this contract is 100% responsible for his or her guests.

Topknotch Security INC will strictly enforce State and Federal Laws and will maintain a zero-tolerance compliance policy that no alcoholic beverages can be consumed or used by any person not of legal drinking age. All U.S. law enforcement agencies have absolute power to stop any event for administrative search. If contraband is found, even in negligible quantities without the officers knowledge, they can seize and forfeit the contraband to a local government agency. All law enforcement agencies are aggressively enforcing this policy.

Topknotch Security INC will not be responsible for injuries that may occur due to fighting while the event is ongoing. Topknotch Security INC will do their best to defuse any situation verbally, if Topknotch Security INC feels as if our officers cannot control the situation, we will be forced to contact the local law enforcement.

At the officer's discretion, the Client agrees to be fully liable for any damages / charges that may be incurred.

The Client accepts full responsibility for any and all damage, and for any loss of income due to negligence or carelessness caused by any member of the client's group at any time during the event. The Client authorizes Topknotch Security INC to charge for the expenses regardless of and in addition to any prior agreements or understandings. These charges are necessary due to the high cost of insurance, health insurance, uniforms, and due to the revenue and time lost during the time that the officer cannot work.

Please initial here to acknowledge the charges should any damages occur. AG

- Topknotch Security INC recommends that all and any personal valuables be removed from the vehicle when unattended. We will not be held responsible for any lost, stolen, or damaged articles.

- Topknotch Security INC reserves the right to terminate this or any other contract for noncompliance of the above requests, especially if responsible party does not follow Topknotch Security INC, requests to obey the rules in this contract.

Any deposits (cash, checks or course of payment) will be non-refundable for any reason, if any cancellation occurs from the responsible party's side. If for any reason the local law enforcements shuts the event down for any reasons, payment is non-refundable. The open balance is due immediately the day before the agreed job. The renter authorizes the immediate 30% non-refundable retainer & the final payment, states that she/he is the authorized purchaser for this rental contract, the authorized party for the given payment, responsible and liable for payment of the total amount, per cash or other payments. As with all contracts, the rental contract between the mentioned person as renter (Client) and Topknotch Security INC is made with the information and the terms given to us. I am satisfied with the terms and conditions above and fully understand and agree to everything stated in the contract.

Client Initials: AG Date 5/5/23

All of the given information from the Client is binding and cannot be changed without Topknotch Security INC acceptance. If the contract is cancelled after it is signed, Topknotch Security INC is still authorized to collect the remaining balance in full, if the officers does not go out again on the cancelled date for the same or higher amount. We will reserve the set date upon the approval of the purchaser's preferred payment as per telephone conversation. The responsible party gives authorization to use the payment information over the phone / fax / Internet in combination with a signed contract. It is agreed that it is not necessary to obtain a signed slip, as the reservation is made over the phone / fax / Internet. Proof of identity of the purchaser using said credit card must be supported by the signed contract or in person. At time of event we need the full payment, state identification of the purchaser that authorizes the transaction for the signed contract. If the purchaser cannot provide all of the above items at the time of event, Topknotch Security INC will not start the job, as we have no proof of the legal possession of payment. Therefore the risk of not getting paid will give us the right to cancel. The purchaser is still fully responsible to pay the total amount as he failed to provide the above requirements.

Topknotch Security INC cannot guarantee the availability of overtime. It is of particular importance that the purchaser makes allowances for anticipated delays and adheres to the agreed time schedule. In the event that the purchaser wants to change the time of the itinerary, they may do so, only if Topknotch Security INC can accommodate other clients that booked with Topknotch Security INC prior to or after the said time. The purchaser further agrees to pay additional charges incurred such as overtime and or more officers. The overtime will be billed by hourly rate at \$35.00 per hour, unless negotiated otherwise. If customer fails to cancel at the last minute, the full amount of contracted time will be charged.

The purchaser authorizes Topknotch Security INC to charge any additional charges after they have rendered services to the purchasers' as supplemental charge. If cash payment is selected, the payment is due no later than the close of the next business day in full. Customer agrees to have Topknotch Security INC get an authorization for the above course of payment and amount, for the event stated above.

If any payment due hereunder is unpaid (10) ten days after the due date, hereon Topknotch Security INC will have the right to add and collect late charges with interest at the maximum rate allowed by law. All such sums are due and owing with any other expenses, (filing fees, court cost, and reasonable attorney fees, etc.)

I fully understand and agree to everything stated in the contract and the Terms & Conditions. If, for any reasons, I am not fully satisfied with the services I receive, I have 24 hours after the completion of the job to file a complaint in writing. If Topknotch Security INC, does not receive my written complaint in the above stated timeframe, I agree that there is no valid complaint, and I am fully satisfied with the services I received. Filing a written complaint insures both parties that it is fully understood what the problem was and will help Topknotch Security INC to assist the responsible parties in any kind of resolution to the complaint. The purchaser will be contacted within a week of the complaint to settle the matter. I understand that this is a separate case from the main contract and therefore have no dispute in general against Topknotch Security INC and the payment I authorized.

Since Topknotch Security INC offers high-tech-equipment, sometimes heat and excessive use of all power-operated equipment might be subject to having more breaks for our officers. This will, of course, not interfere with the safety of the party itself and therefore will have no effect on continuing or paying of the contracted event. Topknotch Security INC guarantees that all our officers are constantly trained to keep the highest possible standards and eliminate such failures as much as possible. We have the right to add more officers in case of emergency or the event is getting bigger than contracted. As stated, this will only happen in emergencies, and to upgrade, never downgrade. If the upgrade is needed, Topknotch Security INC gives the customer the right to downsize the event and receive additional charges. Additional charges will occur on the customer's side if an upgrade is made. Topknotch Security INC will notify the responsible party if more officers and hours are needed, as well as how much more the cost will be.

If any of our above guarantees or contracted terms cannot be met due to conditions outside of our control, including weather, accidents, and any other acts of incidents, we will use our best efforts to notify the customer of these conditions and resulting delays or changes.

I am satisfied with the terms and conditions above and fully understand and agree to everything stated in the contract and the Terms & Conditions.

Client Signature Amy Graybehl Date 5/5/23
Topknotch Security Representative Signature Madeline M. Foster Date 5/3/25

ADDITIONAL REMARKS:

- 1 officer roaming & 1 officer checking in guest
- Roaming grounds and making sure lights out at 10 pm
- Making sure no guest leave after 8pm
- Roaming the whole grounds and the animals



SECURITY SERVICES AGREEMENT

AGREEMENT PREPARED FOR: **City of Porterville: Shelter**
July 15, 2023



Good Guard Security, Inc.

21622 Plummer St, Suite 200, Chatsworth, CA 91311

1-800-651-0491 ext 1061

info@goodguardsecurity.com

www.GoodGuardSecurity.com

SERVICE DETAILS

Client Service Address:	29 N Plano St, Porterville, CA 93257
Client Billing Address:	29 N Plano St, Porterville, CA 93257
Service Hours:	7 Day(s) / 07:30 PM - 08:30 AM / 13 Hours / Monday - Sunday
Location Contact & Telephone Number:	Amy Graybehl 559-782-7521
Email:	agraybehl@ci.porterville.ca.us
Rate (U.S. Dollars):	\$28.95 (Per Hour Per Guard)
Holiday Rate	\$43.45 (Per Hour Per Guard)
Service Commencement Date:	07/17/2023 @ 07:30 PM
Payment Terms:	Bi-weekly
Permanent/Temporary:	Permanent 3 Month Minimum (30 Day Cancellation Notice)
Uniform:	Professional Security Uniform
Additional Charges:	N/a
Security Service Description:	2 Professional Unarmed Guard(s) 1 Guard will be intaking clients and the other guard will be patrolling the facility. Note: Providing a visual deterrent to any outside danger. Security officers will make sure there isn't anyone vandalizing the premises, or trying to break into the property. Loss prevention.

This SECURITY SERVICES AGREEMENT ("Agreement") is entered into upon mutual execution hereof by and between GOOD GUARD SECURITY, a California corporation, Private Patrol Operator (PPO) License #120362 (hereinafter, "Company") and **City of Porterville** (hereinafter, "Client"), with respect to the following:

- RATES:** Service Rates are subject to adjustment for any change in any law, causing a change in work hours, wage rates, working conditions or other costs to Company.
- PAYMENT:** Invoices will be submitted either bi-weekly or monthly, upon mutual agreement between Company and Client, and are payable on receipt at the address on the invoice. A late charge of 1 ½ % per month will be added to balances not paid within seven days.
- EMPLOYEES:** (a) Personnel supplied by Company are its employees and not Client's. Company is solely responsible for social security, unemployment and similar taxes applicable to its employees.
(b) Company is a Federal Government Contractor and complies with Executive Order 11246, as amended: Section 503 of the Rehabilitation Act of 1973, as amended: Section 402 of Vietnam era Veterans' Readjustment Assistance Act of 1974 and related regulations. Company's employees will be assigned without regard to race, color, creed, sex, and national origin, handicap conditions that do not impair job performance or veteran status.
(c) Client may reasonably remove any employee assigned provided such removal is not in violation of law. In the event any employee is removed at Client's request, Client agrees to indemnify and hold Company harmless from any claims, demands, liabilities, judgments, losses, suits, damages, fines, penalties, and expenses including reasonable attorney's fees and defense costs (hereinafter collectively "Claim(s)") that may arise there from.
- OVERTIME:** Overtime rates shall apply to work on New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, and Christmas; work on any additional holidays listed and any extra hours exceeding 8-hours a day or 40-hours per week. Coverage for labor disputes, civil disorders or natural disaster, or special assignment or agreement is not included except as described in the Service Rate Classification. Additional overtime rates shall not apply to situations where an employee of Company already on-duty covers hours for a "called-off" employee and thus works over 8-hours in his/her shift.
- PROPERTY/EQUIPMENT:** All property and equipment furnished by Company for performance of its services under this Agreement, regardless of whether portable or stationary, shall be considered the personal property of Company, and shall remain the personal property of Company after termination of this Agreement. Upon the termination of this Agreement, the Company shall have reasonable access and time to remove its property from Client's property. Client shall not be responsible for any of Company's personal property which is stolen, damaged or missing from the property in the absence of Company's supervision.
- KEYS/ACCESS:** Company shall not be provided a master key (or its equivalent) to the property or any portion thereof, except for such location(s) that are to be exclusively used by Company's guards or other personnel. Notwithstanding anything to the contrary in this Agreement, Company shall not be responsible for any damages including, without limitation, any costs incurred in re-keying or changing locks caused by the loss or theft of such key(s).
- NON-COMPETITION:** Client, its affiliates, agents, and other related persons or entities hereby agree not to hire any Company staff, employees, or personnel for a period of at least one (1) year after such person has terminated his/her employment with Company. Client further agrees not to prepare to engage in competition with Company, solicit,

divert, poach, or encourage any of the Company staff, employees, or personnel to stop working with Company, or to solicit, divert, poach, encourage, or facilitate them to work with Client, any affiliate of Client, or any related person or entity of Client. Client recognizes that Company has a significant investment in the recruitment and training of its employees and guards to be providing services under this Agreement, and that these personnel are a valuable asset to Company. As it is impractical and extremely difficult to fix the actual damages which may result from the loss of such employees and guards, Client agrees that if Client (or its affiliates, agents, and other related persons or entities) is in breach of this section of the Agreement, then Client shall be required to pay to Company for each such employee (or former employee employed by Company) the sum of \$7,500.00. Such fee is expressly agreed to be considered liquidated damages, and not a penalty.

8. **LIABILITY AND INDEMNITIES:** (a) Client agrees that Company is not an insurer and that the amounts payable hereunder are based upon the value of service offered and not the value of Client's interests being protected or the property of Client or others located on Client's premises. Accordingly, Company undertakes no liability to Client and makes no representation, express or implied, that its service will prevent occurrences or their consequences, which result in loss or damage. (b) Client agrees that Company shall not be liable for any claims incurred or asserted by Client, irrespective of origin, to persons or property, whether directly or indirectly caused by performance or nonperformance of obligations imposed by this agreement or by negligent acts or omissions, including those relating to the hiring, training, supervision or retention of personnel, of Company, its agents or employees. (c) The services provided under this Agreement are solely for the benefit of Client and neither this Agreement nor any services rendered hereunder confer any rights on any other party as a third-party beneficiary or otherwise and Client agrees to indemnify and hold Company harmless from and against any claims made by a third party(s), including, but not limited to, injury, death or damage or loss of property, arising from the negligent acts or omissions, including those relating to the hiring, training, supervision or retention of personnel, of Company, its agents or employees. (d) If, at Client's request, Company employees undertake duties or are requested to use equipment or vehicles other than as agreed to in writing by Company, Client shall be solely responsible for and shall indemnify and hold Company harmless from and against any claims arising there from, including, but not limited to, claims arising from the negligent acts or omissions including those relating to the hiring, training, supervision or retention of personnel, of Company, its agents or employees. (e) Client hereby waives any and all rights of subrogation that any insurer of Client may have against Company. (f) Where Company is entitled to indemnification, Company shall have the right to tender defense of the claim to Client.
9. **FORCE MAJEURE:** The obligations of Company hereunder may be suspended during any period where performance is prevented by acts of God, civil or labor disturbances, or events beyond Company's reasonable economic control.
10. **HAZARDOUS OR DEFECTIVE CONDITIONS/MATERIALS:** (a) Client agrees that it will comply with OSHA Hazard Communication Standards and will indemnify and hold Company harmless from all claims, including injuries to Company's employees arising out of a condition existing at Client's premises or Client's violation of any safety or health related law or regulation. (b) Client further agrees to: (1) make available to Company the Material Safety Data Sheet for each hazardous chemical to which Company's employees may be exposed at Client's premises; (2) inform company of (A) precautionary measures that need to be taken to protect Company's employees and (B) Client's hazardous material labeling system.
11. **INSURANCE:** Client agrees to assume all risk of loss or damage to its premises, business and property of others on Client's premises occurring as a result of fire, theft or other casualty and Client agrees that it will maintain insurance to fully protect Client against such loss or damage. Accordingly, Client waives its right of recovery against Company of any such loss or damage, however caused.
12. **TERMINATION OF SERVICES:** Except as otherwise provided in this Agreement, this Agreement may be terminated for non-performance by either party, provided that such party has given the others reasonable time to correct any instances of such non- performance. If either party fails to correct such non-performance, the Agreement may be terminated, provided that such party has given the others at least thirty (30) days advance written notice of such intention. Notwithstanding the foregoing and for all other intentions, termination of services by Client must be preceded by at least thirty (30) days advance written notice of such intention to terminate services. Minimum 3-Month Service Agreement from start date.
13. **ENTIRE AGREEMENT AND INTERPRETATION:** This Agreement constitutes the entire agreement and understanding between the parties, and no representations, inducements, promises or agreements not embodied herein shall be of any force or effect. This Agreement shall be governed under the law of the State of its performance and if any provision shall conflict therewith, such provision shall be interpreted to remove such conflict, so that this Agreement and all its other provisions shall remain in full force and effect.
14. **DEFAULT:** Company may terminate this Agreement immediately and exercise such other rights and remedies as permitted by law, if Client fails to pay any amount when due or if any proceeding is commenced or threatened by or against Client under the Bankruptcy Code or any other Debtor's law, or if Client makes or threatens to make an assignment for the benefit of creditors.

IN WITNESS WHEREOF, the parties by their duly authorized representatives have signed this Agreement as of the date first above written:

By GOOD GUARD SECURITY:

Brady Osorto

(Authorized Representative Signature)

Brady Osorto / Business Development Manager

(Print Name & Title)

By CLIENT:

(Authorized Representative Signature)

(Print Name & Title)

CHAPTER 9

CIVIL DEFENSE AND DISASTER

SECTION:

9-1: Purpose Of Chapter

9-2: Definitions

9-3: Emergency Council

9-4: Officers Of Emergency Council

9-5: Emergency Council Meetings

9-6: Duties Of Emergency Council

9-7: Powers Of Chairman Of Emergency Council

9-8: Exercises Or Drills

9-9: Acts Authorized Under Certain Conditions

9-10: Emergency Services Coordinator

9-11: Powers And Duties Of Coordinator

9-12: Emergency Powers Of Coordinator

9-13: Emergency Services Organization

9-14: Functions And Duties Of Emergency Service Organization

9-15: Acts Unlawful During Disasters

9-16: Penalty For Violation Of Chapter

9-1: PURPOSE OF CHAPTER:

The purposes of this chapter are to provide for the preparation and carrying out of plans for disaster and emergency services, the protection of persons and property within the city of Porterville in the event of a disaster, and to provide for the coordination of the disaster and emergency functions of the city with all other affected persons and agencies, both public and private. Any expenditures made in connection with such disaster or emergency services, including mutual aid activities, shall be deemed conclusively to be for the direct protection and benefit of the inhabitants and property in the city. (Ord. 987 § A, 10-6-1970)

9-2: DEFINITIONS:

Except where the context otherwise requires, the following definitions shall govern the construction of this chapter:

DISASTER: Actual or threatened enemy attack, sabotage, extraordinary fire, flood, storm, epidemic, riot, earthquake or other public calamity. It shall not include, nor does any provision of this chapter apply to, any condition relating to a labor controversy.

EMERGENCY SERVICES: The preparation for carrying out disaster functions, other than functions for which military forces are primarily responsible, and to prevent, minimize and repair injury and damage resulting from disasters. It shall not include, nor does any provision of this chapter apply to, any condition relating to a labor controversy.

EMERGENCY SERVICES OFFICE: The physical facilities constituting the Tulare operational area's primary emergency operating center, and the necessary staff and personnel to operate such facilities on a day to day or disaster emergency basis.

TULARE OPERATIONAL AREA: The unincorporated area of the county, and the cities of Dinuba, Exeter, Farmersville, Lindsay, Porterville, Tulare, Visalia and Woodlake. (Ord. 987 § A, 10-6-1970)

9-3: EMERGENCY COUNCIL:

The emergency council of the Tulare operational area is hereby created and shall consist of the following members:

A. The chairman of the board of supervisors of the county. Said board of supervisors shall appoint an additional member of said board to serve as an alternate member of the emergency council when the chairman is absent from the county or is not immediately available to perform his duties.

B. The mayors of the cities of Dinuba, Exeter, Farmersville, Lindsay, Porterville, Tulare, Visalia and Woodlake, or alternates appointed by the respective city councils.

C. Two (2) persons residing in the unincorporated area of the county who shall be appointed by the other members of the emergency council.

D. The emergency services coordinator of the county, who shall be an ex officio member and who shall not be entitled to a vote at the meetings of the emergency council. (Ord. 987 § A, 10-6-1970)

9-4: OFFICERS OF EMERGENCY COUNCIL:

The officers of the emergency council shall be a chairman, and such other officers as the council may deem necessary. The chairman of the board of supervisors shall serve as chairman of the council. When he is absent from the county or is not immediately available to perform his duties, the other member of the board of supervisors who is a member of the council shall serve as chairman. (Ord. 987 § A, 10-6-1970)

9-5: EMERGENCY COUNCIL MEETINGS:

The emergency council may hold regular meetings at a time and place established by the council. Special meetings of the council shall be called in accordance with section 54950 et seq., of the Government Code of the state of California. Special meetings may be called by the chairman or the alternate chairman designated pursuant to section 9-4 of this chapter. The council shall meet at least four (4) times each year. The council shall have the power to adopt rules and regulations governing the conduct of its meetings. (Ord. 987 § A, 10-6-1970)

9-6: DUTIES OF EMERGENCY COUNCIL:

It shall be the duty of the emergency council to review and recommend for adoption by the board of supervisors and the respective city councils, disaster and mutual aid plans and agreements, and such ordinances, resolutions, rules, regulations and budgets as are necessary to implement such plans and agreements. (Ord. 987 § A, 10-6-1970)

9-7: POWERS OF CHAIRMAN OF EMERGENCY COUNCIL:

The chairman of the emergency council is hereby empowered to perform the following acts:

A. Serve as the emergency services director of the Tulare operational area.

B. Request the city council of the city of Porterville to proclaim the existence or threatened existence of a local emergency and the termination thereof, if the city council is in session, or to issue such a proclamation if the city council is not in session, subject to confirmation by the city council at the earliest practicable time.

C. Request the mayor to request the governor to proclaim a state of disaster when in the opinion of the chairman the resources of the area are inadequate to cope with the disaster on a local basis. (Ord. 987 § A, 10-6-1970)

9-8: EXERCISES OR DRILLS:

The chairman of the emergency council shall order an exercise or drill of the entire emergency services organization at least once each year, and a minimum of two (2) exercises or drills for selected portions of the emergency operating center staff each year. Participation in required state or federal exercises, special drills for communications, radiological, fire, law enforcement or other specific services shall be in addition to the exercises or drills required hereinabove. (Ord. 987 § A, 10-6-1970)

9-9: ACTS AUTHORIZED UNDER CERTAIN CONDITIONS:

In the event of the proclamation of a local emergency as herein provided, or the proclamation of a state of disaster by the governor or the director of the California disaster office, or in the event of a war caused state of

extreme emergency, the chairman, as the emergency services director of the Tulare operational area, is hereby empowered to perform the following acts:

A. Make and issue rules and regulations on matters reasonably related to the protection of life and property as affected by such disaster; provided, however, that such rules and regulations must be confirmed at the earliest practicable time by the emergency council.

B. Subject to the approval of the city council, to obtain vital supplies, equipment and such other properties found lacking and needed for the protection of life and property of the people, and to bind the city for the fair value thereof and, if required, to commandeer the same immediately for public use.

C. Require emergency services of any city officer or employee, and in the event of the proclamation of a state of disaster or extreme emergency by the governor in the region in which the city is located, to commandeer the aid of as many citizens as he thinks necessary in the execution of his duties. Such persons shall be entitled to all privileges, benefits and immunities which are provided by state law for registered civil defense and disaster volunteer workers.

D. Requisition any necessary equipment or materials from any city department or agency.

E. Execute all of the special powers conferred upon him by this chapter or by resolution adopted pursuant thereto, all powers conferred upon him by any statute, by any agreement approved by city council, or by any other lawful authority. (Ord. 987 § A, 10-6-1970)

9-10: EMERGENCY SERVICES COORDINATOR:

There is hereby created the position of emergency services coordinator of the Tulare operational area who may be referred to as the coordinator. He shall serve as the executive officer of the Tulare operational area and his staff shall serve as the staff of the emergency services office. The board of supervisors of the county of Tulare shall consider the recommendations of the emergency council in the appointment or dismissal of the coordinator. (Ord. 987 § A, 10-6-1970)

9-11: POWERS AND DUTIES OF COORDINATOR:

The coordinator shall have the following general powers and duties:

A. Represent the emergency council and its chairman as their executive officer for the purpose of coordinating all efforts within the Tulare operational area for the accomplishment of the purposes of this chapter.

B. Identify and define questions of authority and responsibility that may arise between persons and agencies referred to in section 9-13 of this chapter and submit recommendations for resolving such matters to the chairman.

C. Represent the Tulare operational area in all dealings with public or private agencies pertaining to disaster or civil defense, when authorized by the chairman.

D. Prepare an operational plan with necessary service annexes and standing operating procedures to provide administrative guides for the Tulare operational area.

E. Plan and conduct exercises and drills, as ordered by the chairman, for the emergency services organization or for the emergency operating center staff. (Ord. 987 § A, 10-6-1970)

9-12: EMERGENCY POWERS OF COORDINATOR:

In the event of the proclamation of a local emergency as herein provided, or the proclamation of a state of disaster by the governor, or in the event of a war caused state of extreme emergency, the coordinator is hereby empowered to perform the following acts:

A. Activate the emergency operating center including calling in, as necessary, service chiefs, standby staff and service dispatchers.

B. Cause the dissemination of appropriate warning signals and issue suitable advisory information to the emergency council, the emergency services organization and the public.

C. Advise the California disaster office of the local situation.

D. Request mutual aid through the California disaster office if local deficiencies of personnel and/or equipment are indicated by the service chiefs.

E. Order the provision of security for the emergency operating center and communications staff. (Ord. 987 § A, 10-6-1970)

9-13: EMERGENCY SERVICES ORGANIZATION:

All officers and employees of the county and the cities included in the Tulare operational area, together with those volunteer forces enrolled to aid them during a disaster and all groups, organizations and persons, including persons commandeered under the provision of subsection 9-9C of this chapter who by operation of law or agreement may be charged with duties incident to the protection of life and property in the city during such disaster, shall constitute the emergency service organization of the Tulare operational area. (Ord. 987 § A, 10-6-1970)

9-14: FUNCTIONS AND DUTIES OF EMERGENCY SERVICE ORGANIZATION:

The functions and duties of the emergency services organization shall be distributed among such divisions, services and special staff as the emergency council shall prescribe by resolution, subject to the approval of the board of supervisors of the county and the respective city councils. Insofar as possible, the form of organization, titles and terminology shall conform to the recommendations of the federal government and the California disaster office. (Ord. 987 § A, 10-6-1970)

9-15: ACTS UNLAWFUL DURING DISASTERS:

It shall be unlawful for any person to perform any of the following acts during a disaster:

A. Wilfully obstruct, hinder or delay any member of the emergency services organization in the enforcement of any lawful rule or regulation issued pursuant to this chapter or in the performance of any duty imposed upon him by virtue of this chapter.

B. To do any act forbidden by any lawful rules or regulations issued pursuant to this chapter, if such act is of such a nature as to give, or be likely to give, assistance to the enemy, or to imperil the lives or property of inhabitants of the city, or to prevent or delay the defense or protection thereof.

C. To wear, carry or display, without authority, any means of identification specified by the civil defense and disaster agency of the federal government or the state of California. (Ord. 987 § A, 10-6-1970)

9-16: PENALTY FOR VIOLATION OF CHAPTER:

Any person violating any of the provisions of this chapter which are declared to be unlawful shall be deemed guilty of a misdemeanor and, upon conviction thereof, shall be punished by a fine of not more than five hundred dollars (\$500.00) or by imprisonment in the Tulare County jail for not more than six (6) months, or by both such fine and imprisonment. (Ord. 987 § A, 10-6-1970)

State of California

GOVERNMENT CODE

Section 8558

8558. Three conditions or degrees of emergency are established by this chapter:

(a) “State of war emergency” means the condition that exists immediately, with or without a proclamation thereof by the Governor, whenever this state or nation is attacked by an enemy of the United States, or upon receipt by the state of a warning from the federal government indicating that an enemy attack is probable or imminent.

(b) “State of emergency” means the duly proclaimed existence of conditions of disaster or of extreme peril to the safety of persons and property within the state caused by conditions such as air pollution, fire, flood, storm, epidemic, riot, drought, cyberterrorism, sudden and severe energy shortage, electromagnetic pulse attack, plant or animal infestation or disease, the Governor’s warning of an earthquake or volcanic prediction, or an earthquake, or other conditions, other than conditions resulting from a labor controversy or conditions causing a “state of war emergency,” which, by reason of their magnitude, are or are likely to be beyond the control of the services, personnel, equipment, and facilities of any single county, city and county, or city and require the combined forces of a mutual aid region or regions to combat, or with respect to regulated energy utilities, a sudden and severe energy shortage requires extraordinary measures beyond the authority vested in the Public Utilities Commission.

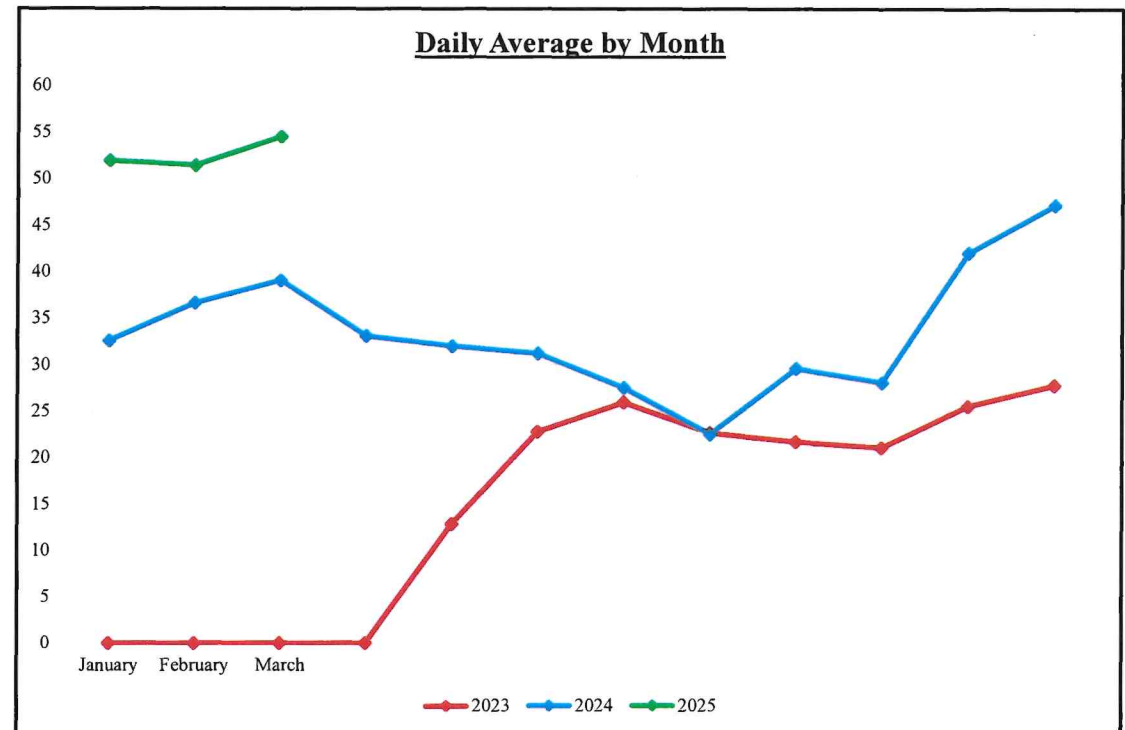
(c) (1) “Local emergency” means the duly proclaimed existence of conditions of disaster or of extreme peril to the safety of persons and property within the territorial limits of a county, city and county, or city, caused by conditions such as air pollution, fire, flood, storm, epidemic, riot, drought, cyberterrorism, sudden and severe energy shortage, deenergization event, electromagnetic pulse attack, plant or animal infestation or disease, the Governor’s warning of an earthquake or volcanic prediction, or an earthquake, or other conditions, other than conditions resulting from a labor controversy, which are or are likely to be beyond the control of the services, personnel, equipment, and facilities of that political subdivision and require the combined forces of other political subdivisions to combat, or with respect to regulated energy utilities, a sudden and severe energy shortage or deenergization event that requires extraordinary measures beyond the authority vested in the Public Utilities Commission.

(2) A local emergency proclaimed as the result of a deenergization event does not trigger the electric utility obligations set forth in Public Utilities Commission Decision 19-07-015 or its successor decisions as related to deenergization events. A local emergency proclaimed as the result of a deenergization event does not alter the electric

utilities' Public Utilities Commission-approved cost-recovery mechanisms for their own costs associated with deenergization events.

(Amended by Stats. 2022, Ch. 537, Sec. 1. (SB 468) Effective January 1, 2023.)

Daily Average by Month (Adults Only)			
	2023	2024	2025
January	-	32.55	51.87
February	-	36.59	51.36
March	-	39.00	54.46
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
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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

Tuesday, February 25, 2025	53	0	8
Wednesday, February 26, 2025	55	0	8
Thursday, February 27, 2025	46	0	7
Friday, February 28, 2025	42	0	7
Saturday, March 1, 2025	41	0	6
Sunday, March 2, 2025	44	0	7
Monday, March 3, 2025	57	0	8
Tuesday, March 4, 2025	50	0	8
Wednesday, March 5, 2025	44	0	7
Thursday, March 6, 2025	49	0	7
Friday, March 7, 2025	48	0	7
Saturday, March 8, 2025	56	0	8
Sunday, March 9, 2025	47	0	7
Monday, March 10, 2025	58	0	8
Tuesday, March 11, 2025	54	0	7
Wednesday, March 12, 2025	57	0	8
Thursday, March 13, 2025	46	0	7
Friday, March 14, 2025	27	0	6
Saturday, March 15, 2025	60	0	8
Sunday, March 16, 2025	31	0	6
Monday, March 17, 2025	61	0	8
Tuesday, March 18, 2025	60	0	8
Wednesday, March 19, 2025	62	0	8
Thursday, March 20, 2025	61	0	8
Friday, March 21, 2025	54	0	7
Saturday, March 22, 2025	61	0	8
Sunday, March 23, 2025	59	0	8
Monday, March 24, 2025	60	0	8



CITY COUNCIL AGENDA – APRIL 1, 2025

SUBJECT: Consideration of Appointment to the Arts Commission

SOURCE: Administrative Services

COMMENT: The City's Arts Commission consists of five members plus one youth member, representing various areas of the arts, including theatrical/performing arts, visual graphics, music, and youth. Members serve staggered three-year terms, with the exception of the youth member, who serves a one-year term.

Currently, there are two vacancies on the Arts Commission: two regular seats with terms expiring in July 2026. A request for reappointment has been received from Ms. Yesenia Ascencio, and the request is attached for the City Council's consideration.

On March 10, 2025, Commissioner Emilie Dummar informed staff that she could no longer serve on the commission, creating one of the two vacancies.

Staff will continue to advertise and solicit applications from interested individuals to fill the remaining vacancy.

RECOMMENDATION: That the City Council consider the appointment of Yesenia Ascencio to the City's Arts Commission, and direct staff to continue to solicit individuals to serve.

ATTACHMENTS: 1. Request for Appointment - Yesenia Ascencio

Appropriated/Funded:

Review By:

Department Director:
Yuliana Andrade, Administrative Services Director

Final Approver: Jason Ridenour, Interim City Manager



CITY OF PORTERVILLE REQUEST FOR APPOINTMENT



RECEIVED

MAR 14 2025

CITY OF PORTERVILLE
CITY CLERK'S OFFICE

Please complete all blanks.

Name: Yesenia Ascencio

(Please Print)

Appointment to: Arts Commission

(Name of Board, Commission, or Committee)

☐ Reappointment; or IF NEW, Please provide:

Street Address:

[REDACTED]

[REDACTED]

Mailing Address:

[REDACTED]

[REDACTED]

Name of Business: N/A

☐ Own

☐ Operate

Business Address: N/A

Telephone: Home

[REDACTED]

Work N/A

FAX N/A

E-mail

[REDACTED]

City of Porterville Resident:

☒ Yes

☐ No

Select District:

☐ 1 ☐ 2 ☐ 3

☐ 4 ☒ 5

Registered Voter:

☒ Yes

☐ No

Qualifications: (It is recommended that a resume or letter accompany this form.)

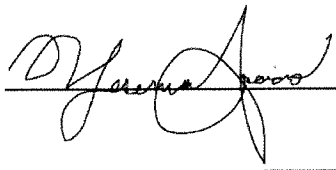
I am a local artist located in Porterville. I have been creating
artwork for the past 3 years. I have an Associate Degree in both
Studio Art and Commercial Art.

Please tell us why you are interested in this position.

I am interested in this position, because I want to be involved in
my community. I would like to see more opportunities for artists
and I would also like to see more art events in this community. I
feel like we lack art in this community and I would love to be a
part of bringing opportunities to create and celebrate art.

☒ Resume attached

☐ Letter of request attached

Submitted By: 

03/14/2025

Date

Received by: _____

Forwarded to: City Clerk

☐ Date: _____

City Council

☐ Date: _____

Staff Liaison

☐ Date: _____

Tentative Council Mtg Date: _____



OBJECTIVE

To provide your company a hard-working, artistic, creative, organized, kind, determined, and self-disciplined employee.

CONTACT



Porterville, California

SKILLS

- Painting(Oil, Acrylic, Mixed-Media)
- Drawing(Oil Pastels, Graphite, Charcoal)
- Detail-Oriented
- Problem Solving
- Adobe Photoshop/Illustrator
- Photography
- Fast-Learner

LANGUAGES

- English
- Spanish

Yesenia ASCENCIO

ARTIST

EXPERIENCE

IMAGINE ART CENTER

Program Leader

October 2021-June 2022

- Lead and work with creative coaches to implement engaging art and STEM activities
- Offer clear instructions, demonstrations, and individualized support to students as they work on projects
- Travel to different school sites in a timely and safe manner

CVS

Assistant Manager

March 2019-March 2020

- Create photo products, operate photo machine
- Implement planograms efficiently and accurately
- Provide excellent customer service
- Performed managerial duties, e.g., close store/pharmacy
- Stock shelves with inventory/unload truck

MOM 365

Photographer

October 2016-April 2019

- Photograph newborn babies in a hospital setting
- Organize and maintain marketing material and supplies
- Develop and foster excellent customer service relationships with Moms, Families, and Hospital staff

EDUCATION

HIGH SCHOOL DIPLOMA

Porterville High School

2002-2006

AA STUDIO ART TT

Porterville College

2010-2015

AA COMMERCIAL ART

Porterville College

2020-2021



CITY COUNCIL AGENDA – APRIL 1, 2025

SUBJECT: Consideration of Appointments to the Downtown Porterville Committee

SOURCE: Administrative Services

COMMENT: At its meeting on February 4, 2025, the City Council adopted Resolution No. 15-2025, establishing the Downtown Porterville Committee. This committee serves in an advisory capacity, making recommendations to the City Council regarding policies, goals, and objectives for the Downtown Porterville area. The committee consists of seven members, including two City Council members and five public members. Resolution No. 15-2025 outlines that the public membership is to be comprised of Downtown business owners and the Porterville Chamber of Commerce. To be eligible for appointment, individuals must own a business located within the City of Porterville, specifically in the Downtown Porterville area, or represent the Porterville Chamber of Commerce.

There are currently five vacancies on the committee. Staff has received nine requests for appointments. Staff has reviewed each request for appointment and determined that eight applicants met the membership criteria outlined in Resolution No. 15-2025. The requests for appointments that meet the established criteria are provided herein for the City Council's consideration:

- Larisa Fry
- David Horowitz
- Kristy Martin
- Ted Penic
- Catie Adams-Puett
- Taha Saleh
- Robert Taylor
- Sam Zenz

Additionally, a request for appointment application was received from Ms. Dawn Bennett. However, after review, it has been determined that Ms. Bennett does not meet the eligibility requirements established by the Council, as the business included in the application is within the City limits but outside the Downtown Porterville area.

RECOMMENDATION: That the City Council consider the appointments to the Downtown Porterville Committee.

ATTACHMENTS:

1. Resolution No. 15-2025
2. Request for Appointment - Larisa Fry
3. Request for Appointment - David Horowitz
4. Request for Appointment - Kristy Martin
5. Request for Appointment - Ted Penic
6. Request for Appointment - Catie Adams-Puett
7. Request for Appointment - Taha Saleh
8. Request for Appointment - Robert Taylor
9. Request for Appointment - Sam Zenz
10. Request for Appointment - Dawn Bennett

Appropriated/Funded:

Review By:

Department Director:
Yuliana Andrade, Administrative Services Director

Final Approver: Jason Ridenour, Interim City Manager

RESOLUTION NO. 15-2025

**A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF PORTERVILLE ESTABLISHING A STANDING
DOWNTOWN PORTERVILLE COMMITTEE**

WHEREAS, since the City of Porterville's incorporation in 1902, Downtown Porterville has been the "heart of the City"; and

WHEREAS, Main Street supports significant cultural and governmental buildings as well as specialty retail stores and restaurants; and

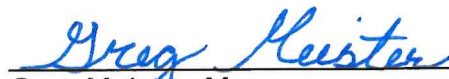
WHEREAS, the City of Porterville General Plan Land Use Guiding Policy 2 is to maintain a well-defined, compact urban form with Downtown as the "heart of the City"; and

WHEREAS, it is a priority to continue to revitalize Downtown, attracting and retaining specialty retail and restaurant business that enhance Porterville's unique character that reflects local history and culture;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Porterville:

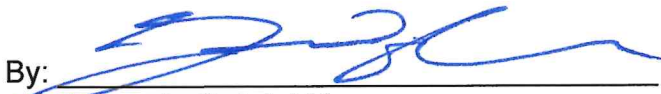
1. A Standing Downtown Porterville Committee is hereby established.
2. The Committee shall have seven total members, including two City Council Members, and five members of the public comprised of Downtown business owners and Porterville Chamber of Commerce, supported by staff as determined by the City Manager.
3. Said Committee will meet on an as-needed basis to review matters pertaining to Downtown Porterville and to then make recommendations to the City Council.

PASSED, APPROVED, AND ADOPTED this 4th day of February, 2025.



Greg Meister, Mayor

ATTEST:
Jason Ridenour, Interim City Clerk

By: 

Fernando Gabriel-Moraga,
Acting Chief Deputy City Clerk

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

I, JASON RIDENOUR, the duly appointed Interim City Clerk of the City of Porterville do hereby certify and declare that the foregoing is a full, true and correct copy of the resolution passed and adopted by the Council of the City of Porterville at a meeting of the Porterville City Council duly called and held on the 4th day of February, 2025.

Said resolution was duly passed, approved, and adopted by the following vote:

Council:	MEISTER	MCKERVEY	BELTRAN	GREEN	RIVAS
AYES:	X	X		X	X
NOES:			X		
ABSTAIN:					
ABSENT:					

JASON RIDENOUR, Interim City Clerk



By: _____

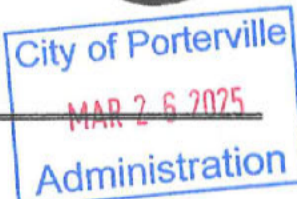
Fernando Gabriel-Moraga,
Acting Chief Deputy City Clerk



CITY OF PORTERVILLE REQUEST FOR APPOINTMENT



Please complete all blanks.



Name: LARISA FRY
(Please Print)

Appointment to: Downtown Porterville Committee
(Name of Board, Commission, or Committee)

☐ Reappointment; or IF NEW, Please provide:

Street Address:

[Redacted]

Mailing Address:

Same

Name of Business:

Larisa's Home Furnishings

☒ Own & ☒ Operate

Business Address:

159 N. Main St.
Porterville, CA 93257

Telephone: Home

[Redacted]

Work

559.854.7022

FAX

559-854-7073

E-mail

larisashomefurnishings@gmail.com

Home District 1
Business District 5

City of Porterville Resident:

☒ Yes

☐ No

Select District:

☒ 1 ☐ 2 ☐ 3

☐ 4 ☐ 5

Registered Voter:

☒ Yes

☐ No

Qualifications: (It is recommended that a resume or letter accompany this form.)

RESUME ATTACHED

Please tell us why you are interested in this position.

LETTER ATTACHED

☒ Resume attached

☒ Letter of request attached

Submitted By:

Larissa L. L...

02.26.25

Date

Received by: _____

Forwarded to:

City Clerk

☐

Date: _____

City Council

☐

Date: _____

Staff Liaison

☐

Date: _____

Tentative Council Mtg Date: _____

BUSINESS OWNER

Larisa Fry

PROFILE

Retail Business Owner with over 30 years experience covering all operating aspects of a retail furniture store. Includes Human Resources, Customer service, Retail Sales, Employee Training, Finance, Computers and Marketing.

EXPERIENCE

OWNER - LARISA'S HOME FURNISHINGS. - JAN 2024 - PRESENT

Located at 159 N. Main St., Downtown Porterville

MANAGER - HARRIS HOME FURNISHINGS. - SEPT 1987 - JAN 2024

Located at 214 N. 2nd St., Porterville, CA. 93257

EDUCATION

Cal State Bakersfield, Bakersfield, CA – Bachelors of Science - Biology 1995

University California Los Angeles, CA - Undergraduate Biology 1989-1994

Porterville College, Porterville, CA. - Associates Degree - Mathematics 1989

SKILLS

Owning and Operating a business in downtown Porterville, Clean and Current Drivers License, Drug Free, Third Generation Business Owner, Golfer, Bowler

MEMBERSHIP

Zonta Club of Porterville

Southeastern Tulare County Republican Women Federated (SETCO)

Porterville Chamber of Commerce

Tulare-Kings Hispanic Chamber of Commerce

United States Bowling Congress

REFERENCES

Available upon request

February 26, 2025

Larisa Fry
Larisa's Home Furnishings
159 N Main Street
Porterville, CA 93257

RE: Downtown Porterville Committee Appointment

City Council,

Although I have attached my resume, I decided to attach a letter of request as well. I'd like to share a little about why this community is important to me and why I'd like to be a part of the Downtown Porterville Committee.

First of all, I am a third generation business owner in Porterville. My grandfather opened Fry's Pet Store on the corner of G Street and Olive (268 West Olive) before I was born. When my grandfather retired in 1974, my father took over the family business. He started with the pet store and soon purchased a guns and ammo store located at 244 West Olive. From there, he purchased Kenyon's at 708 West Olive and started Fry's Sports and Recreation. I grew up in a family owned business and spent most of my time there after school and summers.

Secondly, On weekends, I spent my time with my mom and my grandmother. As a young girl, I remember walking up one side of Main Street and down the other side. This was a weekly event. We started at JCPenney's and hit every ladies dress store along the way. My mother worked for Bank of America and a new business outfit was always something we looked for. We hit them all, Penney's, Juvenaire, Vogue, Bullards, Porterville hardware and of course I always looked forward to the ice cream at Thrifty's (ironically next store to my current location).

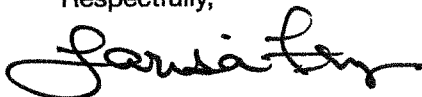
This continued through high school and throughout my life. A downtown filled with amazing businesses and business owners like Poor Richard's, Porter Theatre, Marshall's sandwiches, Jim's Auto Parts, Jeff Edwards, Danny Figueroa, Mike Garcia, the Palace, and so many more memorable businesses that I am missing. Such an amazing contribution to Porterville History.

Being a part of this community continued after college for me. Although my degree is in Biological Science, I returned to Porterville and worked in a downtown business. At the time I worked where Norris Furniture is now at 103 N. Main Street, but soon moved to the Bannister building at 214 N 2nd street. I have spent the last 38 years of my life on Main Street or right next to it.

I may be a new business owner, but I have a lifetime (my lifetime) of community connections. I attend as many social events as I can get to, I am a member of Zonta and the Porterville Chamber, but more importantly I spend all day, almost every day, talking with people that live in our community. I've had multiple persons come into my business (formerly Woolworth's) just to tell me about the building and the business that was here before me.

To finish and try and keep this short, I have a vested interest in this community and in downtown, but more importantly, It is dear to my heart. I'd like to help create nostalgic memories for others that are similar to the memories I have. I'd like to bring life back to downtown and "keep in local". I believe that in being a part of this committee, together (business owners and the City of Porterville), we can create a downtown that will capture the ESSENCE of our City and bring back a place where small businesses can thrive. Thank you for your consideration.

Respectfully,



Larisa Fry
Business Owner
Larisa's Home Furnishings

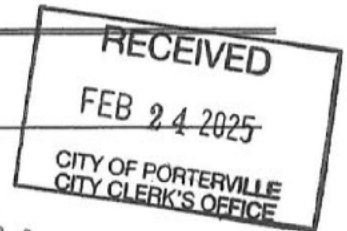


CITY OF PORTERVILLE REQUEST FOR APPOINTMENT



Please complete all blanks.

Name: David Horowitz
(Please Print)



Appointment to: Downtown Committee
(Name of Board, Commission, or Committee)

☐ Reappointment; or IF NEW, Please provide:

Street Address:



Mailing Address:

175 N Main St
Pt CA 93257

Name of Business:

David Horowitz Jewelry

☒ Own

☐ Operate

Business Address:

175 N Main St
Pt CA 93257

Telephone: Home



Work

559 784-7123

FAX

559 784-5678

E-mail



City of Porterville Resident:

☒ Yes
☐ No

Select District:

☐ 1 ☒ 2 ☐ 3
☐ 4 ☐ 5

Registered Voter:

☒ Yes
☐ No

Qualifications: (It is recommended that a resume or letter accompany this form.)

35 yrs Business Owner
Own Property Downtown

Please tell us why you are interested in this position.

To bring Downtown Back to life!

☐ Resume attached

☐ Letter of request attached

Submitted By: _____

DS

2-24-25
Date

Received by: _____

Forwarded to:

City Clerk

☐

Date: _____

City Council

☐

Date: _____

Staff Liaison

☐

Date: _____

Tentative Council Mtg Date: _____



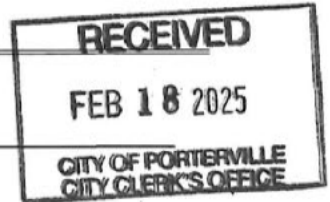
CITY OF PORTERVILLE REQUEST FOR APPOINTMENT



Please complete all blanks.

Name: Kristy Martin

(Please Print)



Appointment to: Downtown Porterville Committee

(Name of Board, Commission, or Committee)

☐ Reappointment; or IF NEW, Please provide:

Street Address:



Mailing Address:

Same as above

Name of Business: Porterville Chamber of Commerce

☐ Own

☒ Operate

Business Address: 93 N. Main St. Suite A

Porterville, CA 93257

Telephone: Home



Work (559) 784-7502

FAX

E-mail kristy@portervillechamber.org

City of Porterville Resident:

☐ Yes

☒ No

Select District:

☐ 1 ☐ 2 ☐ 3

☐ 4 ☐ 5

Registered Voter:

☒ Yes

☐ No

Qualifications: (It is recommended that a resume or letter accompany this form.)

As CEO at Porterville Chamber, I have extensive experience in business advocacy and community engagement. With a strong background in nonprofit management and

marketing, I am committed to supporting local businesses and fostering a thriving downtown.

Please tell us why you are interested in this position.

Porterville Chamber operates in the heart of downtown, and we are committed to advocating for its growth and success. Being part of this committee will allow us to strengthen our presence, support local businesses, and contribute to initiatives that enhance the downtown community.

☒ Resume attached

☐ Letter of request attached

Submitted By: _____

K. W. W. W.

02/18/2025

Date

Received by: Email - Fernando Gabriel - Murga

Forwarded to: City Clerk

☐ Date: 2/19/25

City Council

☐ Date: _____

Staff Liaison

☐ Date: _____

Tentative Council Mtg Date: _____

4/1/25

KRISTY MARTIN

kristy@portervillechamber.org

WORK EXPERIENCE

Porterville Chamber of Commerce *CEO/President*

Porterville, CA
April 2022 – Present

- Oversees the day-to-day operations of the Chamber, including management of programs, staffing, membership, and marketing efforts
- Oversees the general finances of the Chamber, develops an annual budget for operations that delineates projected revenues and expenses and a projected net profit as appropriate
- Leads, directs, and develops fund-raising strategies and capital campaigns and monitors the organization's fiscal condition
- Oversees the management of chamber staff, including hiring, dismissal, performance reviews, salary and benefits administration, policy and general supervision
- Develop and maintain a positive and helpful relationship with city and county governmental agencies, neighboring Chambers and the State Chamber

Night Owl Creative, LLC *Owner/Operator*

Springville, CA
April 2020 – Present

- Manages social media, websites, and e-commerce platforms, developing content strategies, tracking analytics, and optimizing performance for business growth
- Creates branding and marketing materials for small businesses, including logos, flyers, websites, and social media graphics
- Designs and publishes digital and print products, such as journals, coloring books, and e-books using Amazon KDP
- Provides photography and content creation services, specializing in lifestyle, product, and brand photography with expert editing in Adobe Lightroom and Photoshop

Parent Teacher Association *President, Treasurer, District Auditor*

Porterville, CA
July 2017 – June 2020

- Responsible for oversight of financial activities, fundraising, event planning, and other background operations
- Implemented a new school PTA with the first student membership program in the school district
- Responsible for auditing all documentation across the organization to ensure compliance with state and federal regulations and non-profit policies

Burton Educational Partnership Foundation *Board President*

Porterville, CA
July 2016 – June 2019

- Responsible for oversight of financial activities, fundraising, event planning, and other background operations
- Increased revenue of our annual gala from \$17,000 to \$50,000
- Responsible for leading and managing the Board of Directors, developing meeting agendas, and chairing all Board meetings

Sierra View Medical Center *Licensed Vocational Nurse – Emergency Room*

Porterville, CA
March 2006 – July 2013

- Responsible for assisting and collaborating with the RN in the delivery of nursing care for assigned patients

- Made critical decisions in a high-pressure environment and adapted to constantly changing situations
- Provided care to meet the physical and emotional needs of the patient, carrying out the physician's orders in a manner that ensures quality and patient safety

Patient Registration Clerk

September 2002 – March 2006

- Interviewed incoming patients prior to admission to gather demographic, insurance, and emergency information
- Explained facility policies, privacy rights, and prepared and distributed patient identification bands
- Collected co-payments, answered phones, assisted family members, and conducted research for prior medical records and account folders

EDUCATION

Western Governor's University

Salt Lake City, UT

Bachelor of Science | Major in Business Administration, Marketing

- **Relevant Coursework:** Management Skills, Project Management, Financial Management
- **Anticipated Graduation Date:** May 2026

Porterville College

Porterville, CA

Certificate of Completion | Vocational Nursing

- **Relevant Coursework:** Critical Thinking, Crisis Management, Communication Skills
- **Completed:** December 2005

AFFILIATIONS & CERTIFICATIONS

- Western Association of Chamber Executives Academy Graduate
- Technology of Participation (ToP) Facilitation Methods Training
- National Society of Leadership and Success Member
- American Marketing Association Member
- Chamber of Commerce Member (Porterville Chamber, Springville Chamber, California Chamber, U.S. Chamber)

SKILLS & INTERESTS

Skills: Microsoft Suite: Word, Excel, Outlook; Google Suite: Drive, Docs, Sheets, Forms, Gmail; Adobe Creative Suite: Photoshop, Lightroom, Illustrator; Canva; QuickBooks; Shopify; Squarespace; Wix; WordPress

Languages: English

Interests: Content Creation, Graphic Design, Travel, Networking, Photography, Web Design, E-commerce



CITY OF PORTERVILLE REQUEST FOR APPOINTMENT



City of Porterville

MAR 13 2025

Administration

Please complete all blanks.

Name: Ted Penic
(Please Print)

Appointment to: Downtown Porterville Committee
(Name of Board, Commission, or Committee)

☐ Reappointment; or IF NEW, Please provide:

Street Address:

[Redacted]

Mailing Address:

Same

Name of Business:

Ted's Games To Go

☒ Own

☐ Operate

Business Address:

183 N Main St
Porterville, CA 93257

Telephone: Home

[Redacted]

Work

[Redacted]

FAX

N/A

E-mail

[Redacted]

City of Porterville Resident:

☒ Yes

☐ No

Select District:

☐ 1 ☒ 2 ☐ 3

☐ 4 ☐ 5

Registered Voter:

☒ Yes

☐ No

Qualifications: (It is recommended that a resume or letter accompany this form.)

Resident of Porterville: 50 years
Home owner in Porterville: 30 years
Business Owner in Porterville: 5 years
Business Owner on Main St: 2.5 years

Please tell us why you are interested in this position.

I believe that this would be the best way
that I can help the city of Porterville.

☐ Resume attached

☐ Letter of request attached

Submitted By:

Ted Penic

3/13/25

Date

Received by: _____

Forwarded to:

City Clerk

☐

Date: _____

City Council

☐

Date: _____

Staff Liaison

☐

Date: _____

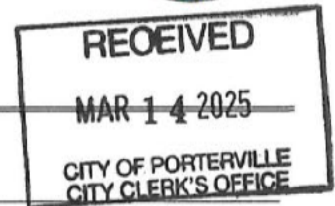
Tentative Council Mtg Date: _____



CITY OF PORTERVILLE REQUEST FOR APPOINTMENT



Please complete all blanks.



Name: Catie Adams-Puett
(Please Print)

Appointment to: Downtown Porterville Committee
(Name of Board, Commission, or Committee)

☐ Reappointment; or IF NEW, Please provide:

Street Address: [REDACTED]

Mailing Address: [REDACTED]

Full House Property Management (own)
Name of Business: Home Realty & Land Co (operate)

☒ Own ☒ Operate

Business Address: 120 N Main Street
Porterville CA 93257

Telephone: Home [REDACTED]

Work 559-784-6456 or 559-784-4000

FAX 559-783-1000

E-mail 4fullhousemgt@gmail.com

cmpuett@home-realty.com

City of Porterville Resident:

☐ Yes

☒ No

Select District:

☐ 1 ☐ 2 ☐ 3

☐ 4 ☐ 5

Registered Voter:

☒ Yes

☐ No

Qualifications: (It is recommended that a resume or letter accompany this form.)

Resume/letter attached

Please tell us why you are interested in this position.

I have a passion for Downtown Porterville and want to be involved in seeing it revitalized to a thriving and vibrant destination. My years of experience can provide different perspectives and insights, while being a valuable resource as an advocate and liaison between the City of Porterville, local businesses and property owners

☒ Resume attached

☐ Letter of request attached

Submitted By: _____ Date: _____

Received by: _____

Forwarded to: City Clerk ☐ Date: _____
City Council ☐ Date: _____
Staff Liaison ☐ Date: _____

Tentative Council Mtg Date: _____

Catie Adams-Puett

Broker Associate/Realtor®

(559) 784-4000

(559) 783-1000 Fax

Lic #01839779

Background -

I was born and raised in Porterville, attended Porterville High School and Porterville College where I received my Associates in Science in Accounting. I moved to Fresno to finish my schooling at Fresno State where I received my Bachelor of Science in Business Administration with an emphasis in Finance. While I enjoyed living in Fresno I missed Home and the "small town" atmosphere of Porterville. After moving home I followed my dream of working in the accounting departments of big corporate offices, it wasn't long, before I found that I liked the feel and environment of small boutique offices over the corporate world, luckily stumbling upon Home Realty and Land Co. Starting as a part time bookkeeper, working my way to office manager, to broker associate, to partner in Full House Property Management, and now I can proudly say Owner/Broker of Full House Property Management in addition to still being office manager and Broker Associate/Realtor with Home Realty and Land Co. I have over 20 years of experience in real estate and property management.

It was my love of downtown and its history that drove me to convince Geane Lohse (the prior owner of Home Realty) that this was where we needed to be located when he sold his location on Henderson. Once we secured a lease the transformation of 120 N Main Street began thanks to my husband (KLP Construction).

This spark resulted in the following Downtown accomplishments and once you review I have confidence you will see that I have a passion for Downtown Porterville and believe that there is potential for success for businesses that come to Main Street

Purchase

- **3/2018 -120 N Main** - I knew I loved being downtown so much that we purchased the location

Lease negotiations -

- **7/2015 - 114 N Main Street** - It wasn't a year later we began the search for a larger location for Stafford's Chocolate and once again, I pitched the location and the benefits that could be had by relocating downtown. And it wasn't long after that KLP Construction was doing another transformation.
- **4/2016 - 126 N Main Street** - next addition to Downtown was Insurica
- **1/2024 - 159 N Main Street** - The most recent addition to Downtown is Larisa's Home Furnishings

Real Estate Sales - I have represented the buyers in acquiring

- **9/2016 - 181 N Main** - the Hair Station
- **8/2017 - 331 N D Street** - Private
- **11/2019 - 323 N D Street** - Staff- Worthy
- **3/2021 - 125-129 N Main** the old bank building on the corner of Main and Oak
- **6/2022 - 170 N Main** - the Mecca
- **8/2023 - 159 N Main** - the old Woolworth's building
- **9/2023 - 633 N Main** - Jamies Beauty Salon
- **11/2019 - 323 N D Street** - Staff- Worthy

Property management - I have managed several Downtown locations over the years which include:

- | | |
|---------------------|---------------|
| • 9 W Putnam | • 208 N Main |
| • 15 W Putnam | • 210 N Main |
| • 33-41 W Putnam | • 210 Hockett |
| • 14 Oak | • 250 N Main |
| • 16 Oak | • 252 N Main |
| • 33 E Mill | • 254 N Main |
| • 38 Morton | • 256 N Main |
| • 141 N Main Street | • 323 N D St |
| • 205 N Main Street | • 331 N D St |
| • 207 N Main Street | • 633 N Main |
| • 209 N Main Street | |
| • 211 N Main Street | |

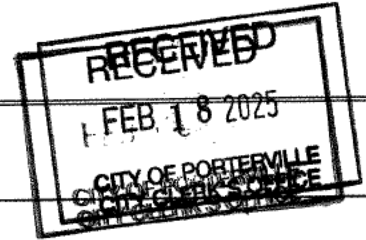


CITY OF PORTERVILLE REQUEST FOR APPOINTMENT



Please complete all blanks.

Name: Taha Saleh
(Please Print)



Appointment to: Downtown Porterville and Charter Review
(Name of Board, Commission, or Committee)

☐ Reappointment; or IF NEW, Please provide:

Street Address: 1206 W. Westfield Avenue Porterville Ca 93257

Mailing Address: 1206 W. Westfield Avenue Porterville Ca 93257

Name of Business: T A Saleh Enterprises Inc.

☒ Own

☒ Operate

Business Address: 957 W Henderson Ave

1206 W. Westfield Avenue

Telephone: Home _____

Work 559-333-0478

FAX _____

E-mail [REDACTED]

City of Porterville Resident:

☒ Yes

☐ No

Select District:

☐ 1 ☒ 2 ☐ 3

☐ 4 ☐ 5

Registered Voter:

☒ Yes

☐ No

Qualifications: (It is recommended that a resume or letter accompany this form.)

letter attached

Please tell us why you are interested in this position.

stated in letter attached

☐ Resume attached

☒ Letter of request attached

Submitted By: Taha Saleh

02/18/2025

Date

Received by: _____

Forwarded to: City Clerk

☐ Date: _____

City Council

☐ Date: _____

Staff Liaison

☐ Date: _____

Tentative Council Mtg Date: _____

For the past 24 years, I have had the pleasure of serving the city that raised me. As the president of T.A. Saleh Enterprises Inc., which includes our second-generation fuel and convenience business—Shop N Save Market (est. 1979) and Henderson Chevron—I have built a career centered around service, community, and economic growth. Beyond business, I have dedicated over a decade to volunteer work in various community youth sports programs because I genuinely believe in giving back to the city that has given me so much.

Like my late father before me, my passion for serving the community of Porterville is deeply rooted in who I am. I have always been a people person, which is best captured by my own words: “I love human interaction!” My neighborhood stores are more than just businesses; they are community hubs where every person who walks through the doors is seen, valued, and treated like family.

Through T.A. Saleh Enterprises, I have also mentored my staff, helping many transition into successful careers in other fields. Wanting to make a greater impact, I have served on the board of the Porterville Chamber of Commerce for the past three years and currently hold the position of board president. Additionally, I am an active member of the California Fuel and Convenience Association, where I serve on the executive board and co-chair the retail committee. My leadership in these roles has allowed me to collaborate with partners and state officials to shape energy policies and create a sustainable future for businesses like mine.

I have had the privilege of traveling across the country and around the world, experiencing diverse communities, economies, and ways of life firsthand. This exposure has provided me with a **broader, more informed perspective on problem-solving, innovation, and leadership**, which I believe is invaluable when making decisions that affect our city’s future. I bring this worldly experience back to Porterville, using it to contribute fresh ideas and solutions not just in my business, but for Porterville as a whole.

My deep commitment to Porterville extends beyond business and advocacy. I have twice run for Porterville City Council because I believe in proactive leadership and in shaping policies that directly benefit our community. Now, I am eager to continue serving in an official capacity, using my experience in business, economic development, and community engagement to help drive meaningful change for our city.

City of Porterville Resident:

☒ Yes

☐ No

Select District:

☐ 1 ☐ 2 ☐ 3

☒ 4 ☐ 5

Registered Voter:

☒ Yes

☐ No

Qualifications: (It is recommended that a resume or letter accompany this form.)

See attached

Please tell us why you are interested in this position.

Beyond business ownership, I have a passion for community development & a deep understanding of what it takes to create a thriving downtown. I'm eager to collaborate with city officials, business owners & city stakeholders to enhance the economic vitality & overall appeal of our downtown

☐ Resume attached

☐ Letter of request attached

Submitted By: Ann Taylor

3-10-25

Date

Received by: _____

Forwarded to:

City Clerk

☐

Date: _____

City Council

☐

Date: _____

Staff Liaison

☐

Date: _____

Tentative Council Mtg Date: _____

City of Porterville
City Council
Downtown Porterville Committee Consideration

3-21-25

Re: Rob Taylor Qualifications

Dear Porterville City Council,

I am qualified to serve on the Downtown Porterville Committee because I am a dedicated business owner within the downtown district, committed to fostering economic growth and revitalization in our community. My firsthand experience operating a business in this area has given me valuable insight into the challenges and opportunities facing local merchants and property owners.

Beyond business ownership, I have a strong passion for community development and a deep understanding of what it takes to create a thriving downtown. I am eager to collaborate with city officials, fellow business owners, and community stakeholders to enhance the economic vitality, aesthetics, and overall appeal of our downtown.

My time as the Porterville Chamber of Commerce Board Chairman has given me experience planning and managing various downtown events including the Iris Festival, various car shows and music in the park. My involvement with Rotary gave me the opportunity to chair the Porterville Christmas Parade. These activities have given me insight on some of the larger events held downtown throughout the year. I work well with the Porterville Police and Fire Departments, city management and various organizations involved with downtown events.

Additionally, my ability to engage with diverse perspectives, problem-solve effectively, and contribute innovative ideas makes me an asset to the committee. I am ready to dedicate my time and expertise to ensuring that downtown Porterville continues to grow into a vibrant and successful hub for commerce and community life. Thank you for your consideration.

Rob Taylor
Stafford's Chocolates

City of Porterville Resident:

☒ Yes

☐ No

Select District:

☐ 1 ☒ 2 ☐ 3

☐ 4 ☐ 5

Registered Voter:

☐ Yes

☐ No

Qualifications: (It is recommended that a resume or letter accompany this form.)

OWNER OPERATOR OF A COUPLE DOWNTOWN
BUSINESSES.

Please tell us why you are interested in this position.

I WANT TO BE A PART OF THE PLANNING OF DOWNTOWN
GROWTH. I HAVE INVESTED IN SIX BUILDINGS DOWNTOWN
AND WOULD LIKE TO SEE OUR DOWNTOWN GROW

☐ Resume attached

☐ Letter of request attached

Submitted By: 

3-6-25

Date

Received by: _____

Forwarded to:

City Clerk

☐

Date: _____

City Council

☐

Date: _____

Staff Liaison

☐

Date: _____

Tentative Council Mtg Date: _____



CITY OF PORTERVILLE REQUEST FOR APPOINTMENT



City of Porterville
FEB 27 2025
Administration

Please complete all blanks.

Name: Dawn M. Bennett
(Please Print)

Appointment to: Downtown Committee
(Name of Board, Commission, or Committee)

☐ Reappointment; or IF NEW, Please provide:

Street Address:

[Redacted]

Mailing Address:

Same as above

Name of Business:

Confectionery Diva

☒ Own

☐ Operate

Business Address:

Same as above (CFO)

Telephone:

Home

[Redacted]

Work

559-791-8851

FAX

N/A

E-mail

[Redacted]

Info@ConfectioneryDiva.com

City of Porterville Resident:

☒ Yes

☐ No

Select District:

☐ 1 ☐ 2 ☐ 3

☒ 4 ☐ 5

Registered Voter:

☒ Yes

☐ No

Qualifications: (It is recommended that a resume or letter accompany this form.)

See attached

Please tell us why you are interested in this position.

As a small business, operating a CFO
from home, I would be interested in
removing some of the barriers to having
a brick-n-mortar store, for many small
business owners.

☒ Resume attached

☐ Letter of request attached

Submitted By:

Dawn M. Burnett

2-25-25

Date

Received by: _____

Forwarded to: City Clerk

☐ Date: _____

City Council

☐ Date: _____

Staff Liaison

☐ Date: _____

Tentative Council Mtg Date: _____

Dawn M Bennett

EXPERIENCE

4/17-Present *Confectionery Diva* Porterville, CA/Orland, ME

Owner/Operator of Confectionery Diva, a Wedding/Celebration Bakery/Cakery

Custom cake/dessert design, cake artist, wedding baker/caker

9/08-Present *Permanently Disabled*

6/07- 9/08 *Medical Partners Surgery Center* Jacksonville, FL

Staff RN – Pre-Op/Recovery & Education Coordinator

- Pre-op – Care and education of pre-op patients, including point-of-care testing, IV's starts, medication administration, etc.
- Recovery – Phase I & II for all ambulatory surgery patients, including orthopaedic, pain management, gynecology, ophthalmology, ENT, general surgery, etc.
- Education – Research, preparation and facilitation of annual corporate education requirements

1/07- 6/07 *Plaza Surgery Center* Jacksonville, FL

Staff RN – Pre-OP/Recovery

- Pre-op – Care and education of pre-op patients, including point-of-care testing, IV's starts, medication administration, etc.
- Recovery – Phase I & II for all ambulatory surgery patients, including orthopaedic, pain management, gynecology, ophthalmology, ENT, general surgery, etc.

6/05-12/06 *Pullman Regional Hosp* Pullman, WA

Staff RN – Same Day Services/PACU

- Same Day Surgery – pre & post-op care, education, computer documentation, pre-op appointments
- Outpatient Services - Infusions, dressing changes, injections, accessing central lines/port-a-caths for blood draws, therapeutic phlebotomy
- PACU (Recovery Room) – Phase I recovery for all surgical patients including: ortho, minor neuro, urology, ob/gyn, ENT, general surgical, cataracts (no vents or ICU level patients)

10/01-5/05 *See companies below* Nationwide

Traveling Nurse – NICU (level III & IV)

- RN Network – 10/01-12/01, 04/02-09/03, 02/05-05/05
- Medical Express – 01/02-04/02, 11/04-02/05
- Cross Country TravCorp – 09/03-10/04

01/00-09/01 *Thomas Jefferson University Hospital* Philadelphia, PA

Staff Nurse – NICU (level III w/ECMO)

- Assessment and care of the neonate (see skills below)
- Pre & Post-Operative care of the neonate
- Parent/Family Education

02/94-12/97 *ZC Sterling* Jacksonville, FL

Data Entry Operator

Entry of mortgage company homeowners insurance policies, cancellations, reinstatements and premium notices.



Dawn M Bennett

EXPERIENCE (cont.)

06/92-02-94 *William H. Coleman, Inc.* Jacksonville, FL

Communications/Administrative Assistant

Data entry, word-processing, answered multi-line international calls, operated mass faxing center, assisted with shipping department and set up/maintained automated phone system.

EDUCATION

01/98-12/99 *Florida State University* Tallahassee, FL

Bachelor of Science in Nursing

- Class co-secretary

01/95-12/97 *Florida Community College* Jacksonville, FL

- Pre-requisites for nursing curriculum

05/91-12/91 *West Virginia Business College* Clarksboro, WV

Diploma in Business Management

1986-1988 *D.U. Fletcher High School* Neptune Beach, FL

High School Diploma

SKILLS

Critical thinking skills, superb listening/personal communication skills, knowledge/experience conducting meetings using Robert's Rules of Order, etc. Owner/Operator of a small business. Medical background. Excellent communication skills, both written and verbal, as well as knowledge of computers in the clinical and non-clinical setting. Data entry, word-processing skills, and superior telephone etiquette.



CITY COUNCIL AGENDA – APRIL 1, 2025

SUBJECT: Nomination of Representative to Tulare County California Identification System (CAL-ID) and Remote Access Board (RAN Board)

SOURCE: City Manager's Office

COMMENT: There is currently a vacancy for a city Mayor member of the Tulare County California Identification System (CAL-ID) and Remote Access Board (RAN Board). The position must be filled by a Mayor from a Tulare County city. This position was vacated by former Mayor Martha A. Flores at the end of her term as the Mayor of the City of Porterville. The Cal-ID/RAN Board was established on April 17, 1989, pursuant to California Penal Code Section 11112.4. The purpose of the Board is to oversee the implementation and operation of the CAL-ID system in Tulare County. The responsibilities of the Board include the placement of RAN equipment within the county, coordination of acceptance, delivery, and installation of RAN equipment, and developing policies and procedures regulating the ongoing use of RAN equipment. The Board meets at a minimum once per year on the last Thursday of September, but may schedule additional meetings throughout the year as deemed necessary by the Board. This appointment will be made by the City Selection Committee at its next meeting, scheduled for April 21, 2025.

The City Council has been asked to nominate its preferred candidate for consideration by the City Selection Committee.

RECOMMENDATION: That the City Council select a preferred candidate to nominate for appointment by the City Selection Committee as the City Mayor Member to the County of Tulare CAL-ID/RAN Board.

ATTACHMENTS: 1. RAN Board Bylaws

Appropriated/Funded:

Review By:

Department Director:

Final Approver: Jason Ridenour, Interim City Manager

Item No. 28.

COUNTY OF TULARE

CAL-ID / RAN BOARD By-laws

I. NAME

The name of this Board shall be the Cal-ID/RAN Board.

II. PURPOSE AND RESPONSIBILITIES

These by-laws govern the functions and duties, as well as the conduct of all meetings of the Cal-ID/RAN Board.

The purpose of the Tulare County CAL-ID/ RAN Board is to oversee the implementation and operation of the CAL-ID System in Tulare County.

The responsibilities of the Task Force shall include:

1. The placement of RAN equipment within the county or counties, which shall consider:
 - a. The crime rate of the jurisdiction or jurisdictions served by the agency.
 - b. The number of criminal offenses reported by the agency or agencies to the department.
 - c. The potential number of fingerprint cards and latent fingerprints processed.
 - d. The number of sworn personnel of the agency or agencies.
2. Coordination acceptance, delivery, and installation of RAN equipment.
3. Developing policies and procedures regulating ongoing use of RAN equipment

III. DEFINITIONS

1. "California Identification System" or "Cal-ID" is the automated system maintained by the California Department of Justice for retaining fingerprint files and identifying latent fingerprints.
2. "Remote Access Network" or "RAN" is a uniform statewide network of equipment and procedures allowing local law enforcement agencies direct access to the California Identification System.
3. "Full Use Access Agency" (FUAA) will mean the Tulare County Sheriff's Office.
4. "Local Input Terminal" or "LIT" is a workstation where ten print and latent fingerprint inquiries and verifications can be processed.

COUNTY OF TULARE

CAL-ID / RAN BOARD By-laws

5. “Participating Agency” is a local law enforcement agency contributing to the ongoing operational costs of operating the Tulare County Cal-ID System. Current participating agencies are:

- City of Visalia
- City of Farmersville
- City of Exeter
- City of Tulare
- City of Porterville
- City of Dinuba
- Unincorporated areas – Tulare County Sherriff’s Office

IV. AUTHORITY

The Tulare County California Identification System, (Cal-ID) and Remote Access Network Board (RAN Board) was established April 17, 1989 pursuant to California Penal Code Section 11112.4.

V. MEMBERS AND REPRESENTATIVES

Pursuant to California Penal Code Section 11112.4, the Tulare County Cal-ID/RAN Board shall be comprised of the following members:

1. A member of the board of supervisors.
2. The sheriff of the Cal-ID member department having the largest number of sworn personnel within the county.
3. The district attorney of the Cal-ID member department having the largest number of sworn personnel within the county.
4. The chief of police of the Cal-ID member department having the largest number of sworn personnel within the county
5. A second chief selected by all other police chiefs within the county
6. A mayor elected by the city selection committee established pursuant to Section 50270 of the Government Code
7. A member-at-large chosen by the other members.

Members shall select a designated representative/s to vote on their behalf at board meetings in the members’ absences. Members shall inform the Chairperson / Administrator a minimum of seven (7) days

COUNTY OF TULARE

CAL-ID / RAN BOARD By-laws

prior to any board meeting of a planned absence, and the designated representative attending to vote on their behalf.

In the event of an unplanned absence, the member shall notify the Chairperson / Administrator within seven (7) days following the meeting a confirmation that the designated representative attending on their behalf had the authorization to do so.

If the members are not able to attend and designate an attendee for the meeting, a proxy designation form shall be completed. Any member sending a delegate shall be responsible for ensuring the delegate completes all forms pursuant to California Code of Regulations Section 18722. (Appendix A- Proxy Form)

VI. MEETINGS

All meetings of the Cal/RAN Board shall be scheduled, called, noticed, and conducted in accordance with the provisions of the Ralph M. Brown Act (Brown Act) (commencing with Section 54950 of the Government Code). In matters of parliamentary procedures not covered in the Brown Act or these bylaws, the latest edition of Robert's Rules of Order shall prevail.

The Cal/RAN Board shall meet at least once per year on the last Thursday of September but may develop a schedule of additional meetings as deemed necessary by the Board.

Cancellation of meetings shall be in writing if sufficient time is available to notify the members. Should the meeting be cancelled within five (5) days of the scheduled meeting date, an Agency staff member shall telephone each member and advise him/her of the cancellation.

A written agenda stating the date and hour of each meeting, as well as meeting materials, shall be emailed to each Cal/RAN Board member not less than five days before each meeting, and be made available to members of the public attending the meeting.

Special meetings may be called for any purpose at any time by the Chairman or a majority of the members. Notice of the time and place of the meeting must meet the requirements of the Brown Act

The Cal/RAN Board shall hold meetings at such place in the County of Tulare, as may be designated in the notice of meeting.

Quorum and Vote. Each member shall be entitled to one vote on each matter submitted to a vote of the Cal/RAN Board. A majority of Board members shall constitute a quorum. Actionable items are decided by majority vote. A majority is defined as a majority of the filled member positions.

Adjournment. A majority of the members present, whether or not a quorum is present, may adjourn any meeting.

VII. POLICIES

1. All participating agencies shall abide by all State and Federal statutes, as well as all policies and ordinances adopted by County of Tulare or the Cal-ID/RAN Board

COUNTY OF TULARE

CAL-ID / RAN BOARD By-laws

concerning the security, privacy and dissemination of any, and all fingerprint identification data contained in Cal-ID/RAN Board.

2. Operational policies shall be established and modified as deemed appropriate by the Cal-ID/RAN Board.
3. Any dispute between participating agencies over operational policies established by the Cal-ID/RAN Board shall be resolved by the Board.
4. The Board may establish by official action a Technical Advisory Committee to assist the Board in carrying out its duties, in accordance with the Ralph M. Brown Act. A committee member must be an employee of a participating agency in the CAL-ID system.
5. The FUA management will maintain a separate accountability for the purposes of funding Cal-ID and shall provide a financial report, to the Cal-ID/RAN Board, after the close of each fiscal year.
6. The FUA management will prepare an annual forecasted budget for the following fiscal year and present it to the Cal-ID/RAN Board for approval.
7. The Cal-ID/RAN Board shall adopt additional policies, as necessary, to insure the continued efficient operation of the system.

VIII. Equipment

1. Upon approval by the Tulare County Cal-ID/RAN Board, the purchase and maintenance of the equipment will be funded with Cal-Id Trust Funds collected from shared costs, and fines and penalties assessed on criminal offenses, or Sheriff's Fingerprint ID Trust Funds collected pursuant to California Vehicle Code 9250.19 at no additional cost to the LIT (Local Input Terminal) host agencies. Current LIT host agencies are:
 - Tulare County Sheriff's Office
 - Visalia Police Department
2. The LIT located at the Tulare County Sheriff's Office will serve all participating agencies within the Cal-ID/RAN Board Region, Tulare County, that do not have a LIT.
3. The Tulare County Sheriff's Office will provide latent print comparison services for those participating agencies without a Latent Print Examiner, excluding LIT Agencies. This service will be available Monday through Friday during business hours.
4. LIT host agencies will provide adequate power, air conditioning, and space to insure a suitable working environment for the equipment and personnel operating the LIT (Local Input Terminal).
5. Approved Cal-ID/RAN Board expenditures will be subject to approval by the Tulare County Board of Supervisors in accordance with County ordinances and procedures.

COUNTY OF TULARE

CAL-ID / RAN BOARD By-laws

IX. **Management**

1. The Tulare County Cal-ID/RAN Board shall elect by majority vote a Chairperson / Administrator who will preside at the meetings and is by vote authorized to act on behalf of the Cal-ID/RAN Board. The vote will occur every four years at the annual CAL-ID/RAN Board meeting or as needed to fill the position due to change of employment or employment status. The Chairperson / Administrator will be a member employed by the FUAA. The Chairperson / Administrator will serve a term of Four (4) years, with no limit on consecutive terms. If at any time the Chairperson / Administrator shall no longer be employed by the FUAA a special meeting of the RAN board will be held, within 6 months, with the purpose of electing a new Chairperson / Administrator.
2. The RAN Board Chairperson / Administrator will appoint a Cal-ID Program Manager. The Cal-ID Program Manager will be an employee of the FUAA. The Cal-ID Program Manager shall chair a Cal-ID Advisory Committee. Additional membership shall consist of:
 - a. The Latent LIT Manager or designee from the Tulare County Sheriff's Department.
 - b. The LIT Manager or designee from the Visalia Police Department.
 - c. A LIT Manager or designee from a LIT host agency other than the Tulare County Sheriff's Department or Visalia Police Department.
 - d. Others as deemed appropriate.
3. The CAL-ID/RAN Board of the Tulare County Regional FUAA will be organized as follows: Cal-ID/RAN Board; Cal-ID Director – Tulare County Sheriff's Department; Cal-ID Program Manager – Tulare County Sheriff's Department Crime Lab.
4. Terminals, computer systems, and any other equipment that have access to Cal-ID/RAN, either directly or indirectly, will be under the management control of the FUAA.

X. **Joint Powers Agreement**

1. Upon adoption by all participating agencies, the "Joint Powers Agreement for the Implementation of the CAL-ID System in Tulare County" "shall be incorporated into the Cal-ID/RAN Board By-Laws.

XI. **Term of RAN Board**

1. The Cal-ID/RAN Board shall remain in place as long as the CAL-ID system is operational in Tulare County.

COUNTY OF TULARE

CAL-ID / RAN BOARD By-laws

APPENDIX A

VOTING PROXY FORM

The following Alternate is authorized to vote on my behalf at the designated meeting of the Tulare County CAL-ID/RAN Board.

Voting Alternate: _____

Date of meeting: _____

This Voting Alternate was approved by the member whose signature appears below.

This Voting Alternate will be the voting delegate for the meeting date listed above.

The Board member authorized to fill out this form:

Signature: _____

Print Name: _____

Position: _____

Date: _____

Filing Voting Proxy:

1. Board Member may submit their voting proxy form by sending the form, in advance of the board meeting your delegate will attend, to the CAL-ID/ RAN Chairperson / Administrator.



CITY COUNCIL AGENDA – APRIL 1, 2025

SUBJECT: Authorization to Purchase a "Happy Easter" Banner for Main Street

SOURCE: Parks and Leisure Services

COMMENT: At its meeting on March 18, 2025, the City Council approved Vice Mayor McKervery's request for an item to be added to the April 1, 2025, agenda to consider purchasing a "Happy Easter" banner for Main Street. The City of Porterville utilizes the banner poles on Main Street, donated by the Porterville Exchange Club, at the corner of Main Street and Cleveland Avenue to advertise events, seasons, and/or programs that are held in Porterville. On August 20, 2024, the City Council approved a policy on the Exhibition of Federal, State, and City Flags, and Banners from City Buildings and Facilities - All Occasions. The City may, at its discretion, issue a banner permit to an individual or entity, granting permission to temporarily occupy the designated banner location for the purpose of providing notice to residents and visitors about City-sponsored or City-funded special events open to the public, and that are limited to non-commercial, non-political and of a non-religious nature. Banners on City property/poles must be approved, scheduled and coordinated by the City.

On December 3, 2024, City Council authorized the purchase and installation of a "Merry Christmas" banner for Main Street to be displayed during the holiday season. The approximate cost of a banner is \$1,300. The estimated production time of the banner is seven (7) business days. The production timeframe should enable the banner to be displayed the week of Easter. City staff would design the banner to be very similar to that of the "Merry Christmas" banner. Funds are available in the Community Promotion budget should the City Council approve this purchase.

RECOMMENDATION: That the City Council approve the purchase of a "Happy Easter" banner for Main Street, to be paid out of the Community Promotion budget.

ATTACHMENTS:

Appropriated/Funded:

Review By:

Department Director:

Donnie Moore, Parks and Leisure Services Director

Final Approver: Jason Ridenour, Interim City Manager



CITY COUNCIL AGENDA – APRIL 1, 2025

SUBJECT: Consideration of Airport Lease Agreement – Lot No. 9

SOURCE: Public Works

COMMENT: At its meeting on March 18, 2025, the City Council approved Vice Mayor McKervery's request for an item to be added to the April 1, 2025, agenda to consider Arrow Falcon Exporters, Inc. request to renew their lease of Lot No. 9 at the Porterville Municipal Airport with requested changes.

Arrow Falcon Exporters, Inc. is the current leaseholder of Lot No. 9 at the Porterville Municipal Airport. The parcel consists of approximately 22,500 square feet and includes an existing aircraft hangar utilized for various aviation-related purposes, including parking, tie-downs, storage, service, repair, maintenance, fueling, aircraft rental, flight instruction, and other commercial activity reasonably related to the aviation industry. The previous lease agreement expired on September 30, 2024, and the tenancy has continued on a month-to-month basis.

On February 21, 2025, Arrow Falcon Exporters, Inc. submitted a formal request to renew the lease for a ten (10) year term, beginning March 1, 2025, and expiring February 28, 2035. The proposed lease agreement includes an annual rent of \$3,915.00, based on \$0.174 per square foot, with annual adjustments to be made in accordance with changes to the Consumer Price Index (CPI) starting January 1, 2026.

The City Council previously approved the lease agreement with Arrow Falcon Exporters, Inc. at its meeting on March 4, 2025. However, on March 10, 2025, the City received a letter from the lessee's legal counsel formally revoking the lessee's signature due to concerns regarding the inclusion of Section 2 "Term" in the lease agreement.

Section 2, "Term" of the Arrow Falcon lease agreement presented to City Council on March 4, 2025, reads as follows: "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

Item No. 30.

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."

Porterville City Charter Section 68, Leases Of City Property, states the following:

"In every lease of city property the basic amount of rental shall be fixed by the council. All indentures of lease shall provide that the council may terminate the same 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.

In the event of their failure to agree upon the market value of the improvements within thirty days from and after their appointment, said two appraisers may appoint a third appraiser as a member of said board, and the determination of the majority of said board of appraisers, as to the market value of the improvements, shall be final and conclusive and binding on all concerned. Should the two appraisers appointed by the council and the lessee respectively, fail for forty days from and after their appointment to agree upon the market value of the improvements or to appoint a third appraiser, then upon the petition in writing of either party to any such lease, a judge of the superior court of Tulare County is hereby empowered to appoint the third appraiser upon such board; provided, however, that the council shall not terminate any such lease or repossess any such premises except for a public use and purpose; provided, further, that no lease of city property shall be made for a maximum term of more than fifty years. (4-2-1963; 4-6-1971) Amendment note - The second paragraph of § 68 was amended April 6, 1971, by substituting "maximum term" in lieu of "term" in the last proviso clause."

The lease agreement with Arrow Falcon Exporters, Inc. approved on March 4, 2025, and a draft lease with the language from the City Charter Section 68 removed is attached for the City Council's consideration.

RECOMMENDATION: That the City Council review the information provided and provide direction as appropriate, including consideration of the following actions:

1. Consider waiving the applicability of the conditions outlined in Porterville Charter Section 68 specific to this

lease renewal;

2. Consider approving the Updated Draft 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, commencing March 1, 2025, and expiring February 28, 2035, at an annual rate of \$3,915.00 with annual CPI adjustments; and

3. Authorize the Mayor to execute the Lease Agreement on behalf of the City, subject to final review and approval by the City Attorney.

ATTACHMENTS:

1. Staff Report - March 10, 2025
2. Letter of Request
3. Locator Map
4. Original Draft Lease Agreement
5. 2025.03.10 Letter to City of Porterville regarding Revocation of Signature to Lease (stamped received)
6. Updated Draft Lease Agreement with Section 2 Modified

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: 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

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.

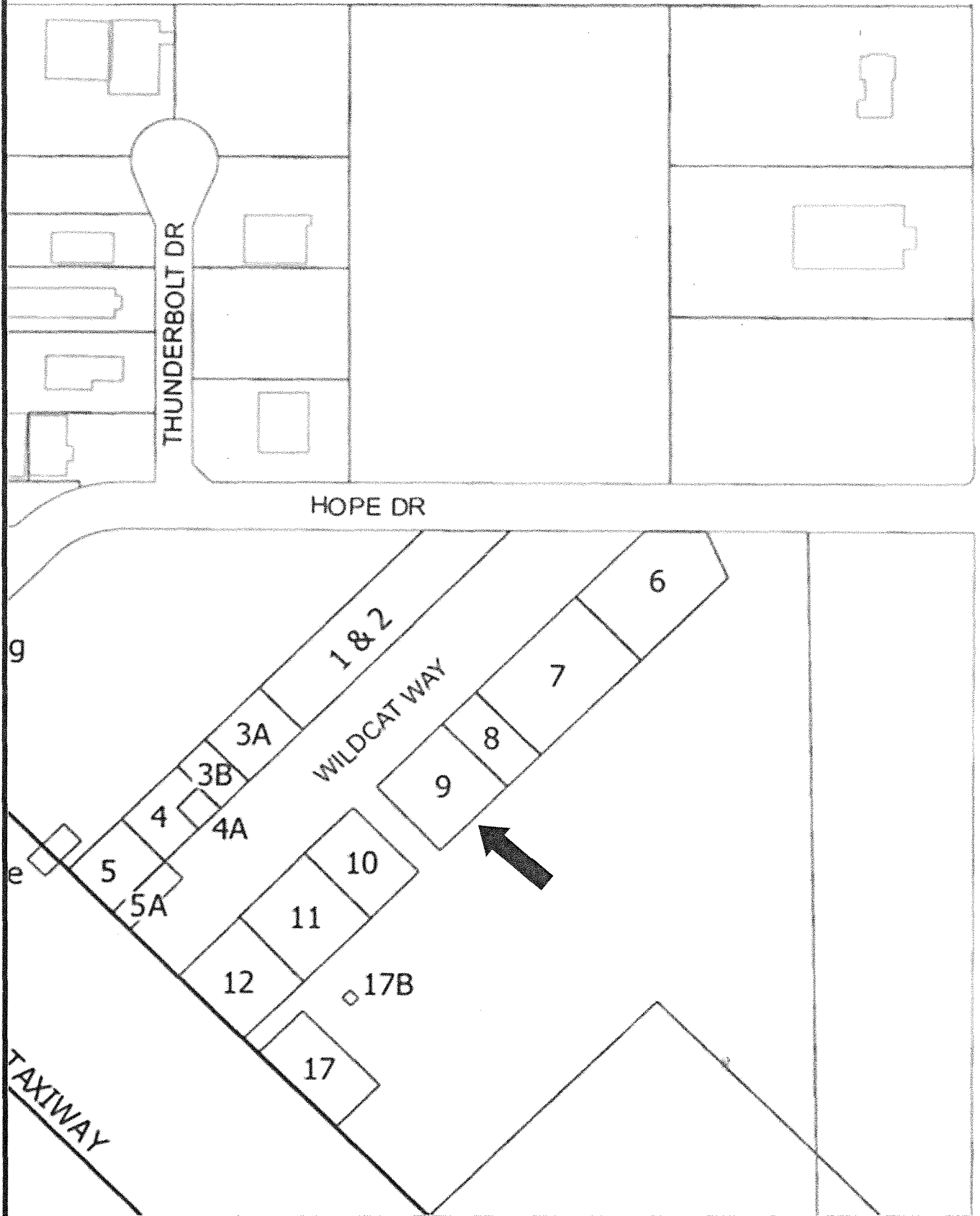
The lease agreement for Lot No. 10 expires on October 31, 2030. Is the pending sale to Phil Oldridge still moving forward or do you plan to sublet the hangar? If neither applies, no further action is needed.

Please let us know if you have any questions.

Thanks,

Janie

Airport Lease Site



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

KRASE BAILEY REED-KRASE LLP

Allan Bailey | Alexander Reed-Krase | Robert Krase (1947-2022)

Allan Bailey | Attorney at Law

132 East Morton Avenue

Porterville, California 93257

Phone: 559.784.2353

Fax: 559.784.2463

abailey@kraselaw.com

March 10, 2025

CITY OF PORTERVILLE

MAR 10 2025

City of Porterville

Attn: Airport

291 N. Main Street

Porterville, CA 93257

ACCOUNTS PAYABLE

VIA HAND DELIVERY

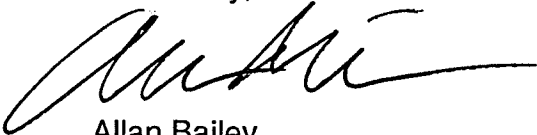
Re: Revocation of Signature to *Lease Agreement – Porterville Municipal Airport – Lot No 9, Dated March 1, 2025 ("Lease")*
Arrow Falcon Exporters, Inc., Lessee

Dear Ms. Rodriguez and Mr. Tree:

Enclosed is Lessee, Arrow Falcon Exporters, Inc.'s revocation of its signature to the Lease for Lot No. 9 at the Porterville Municipal Airport. My client has not yet received the City of Porterville's signatures to the agreement. Lessee's signature as specified in the Lease hand-delivered to your office on February 27, 2025, is hereby withdrawn.

My client was advised that the City will no longer require the second, third, and fourth sentences of Section 2 of the Lease. Accordingly, Lessee withdraws its consent to this Lease until that matter is resolved and my client is not required to contain this in its Lease. Furthermore, I understand that the present lease shall continue month-to-month until a new lease is in place. Please advise if this is incorrect and if you need any further information from Lessee.

Yours truly,



Allan Bailey

enclosure

AMB/ijf

cc: client

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.

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 nondiscriminatory 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



CITY COUNCIL AGENDA – APRIL 1, 2025

SUBJECT: Council Consideration and Implementation of Financial Assistance Program for Mixed-Metering

SOURCE: Public Works

COMMENT: At the March 18, 2025, City Council meeting, the Council directed staff to expand upon the financial assistance program originally considered for churches to include all non-profit organizations and commercial water accounts. The intent is to ensure accurate sewer billing for properties that include large irrigated areas, which would benefit from separate landscape meters.

The program is based on the three-year, zero-interest payback model previously proposed under the evaluation of churches, which establishes procedures for deferred payment options under the intent of Municipal Code 25-32.1 (Ordinance No. 901). The council directed that this option be made available through application:

- For non-profit organizations, funding is to be provided by the General Fund (estimated not to exceed \$150,000).
- For commercial accounts, funding will be drawn from the Water Replacement Fund (estimated not to exceed \$1,300,000).

This direction aligns with the City's goals to improve water use efficiency and accounting accuracy caused by mixed-use metering.

As detailed in the March 18, 2025, staff report, properties without separate irrigation meters are charged for sewer based on total water consumption, even when a significant portion of that water is used exclusively for landscape irrigation. This results in disproportionately higher sewer bills for customers identified as non-profit organizations and commercial properties with large landscaped areas. Installing a dedicated irrigation meter can reduce monthly sewer charges significantly by excluding irrigation usage from sewer billing calculations.

The estimated cost of installing a 1.5-inch irrigation meter, including connection fees, labor, and materials, is approximately \$1,680 (under the current fee structure). Based on the typical savings realized by segregating landscape water use, the average payback period for this

investment is about 12 months. Recognizing that the up-front cost may still be burdensome for many organizations, the Council-directed funding program offers a three-year, zero-percent interest repayment option. For non-profit organizations, this funding will be paid for by the General Fund as a grant without requiring the organization to enter into a payback agreement. The proposed program for commercial account support will be drawn from the Water Replacement Fund, requiring a three-year 0% interest payback agreement.

This approach supports existing regulations and policy objectives, including Municipal Code Sections 25-32A.9 and 25-32A.21 under Ordinance No. 1830, which require separate landscape meters and prohibit inefficient irrigation practices. It is also consistent with Ordinance No. 901, which permits installment payments for water connections when authorized by the City Council. Additionally, the program advances the State Water Resources Control Board's goals under Resolution 2024-0019, emphasizing equitable access to water conservation tools and efficient outdoor water use.

Staff planning for implementation includes establishing:

- Application & Agreement Forms: Staff will create forms outlining eligibility, costs, repayment schedules, and responsibilities.
- Outreach: Initial outreach will be prioritized for high-impact accounts. Information will be shared through utility billing inserts, city website updates, and direct customer contact.

Program Administration will be directed as per the City Council:

- For non-profit organizations: The funding will be provided as a grant, and sole financing will be paid by the General Fund.
- For commercial accounts: Repayments of 0% interest for three (3) years will be deposited into the Water Replacement Fund.

Staff will be required to track and monitor agreements, balances, and performance metrics. The General Fund will be subject to all actual costs for non-profit irrigation meter installations. The Water Enterprise will extend the Council-directed funding program by offering a three-year, zero-percent interest repayment option for commercial accounts.

The non-profit grant program would be required to be funded by the General Fund. The City Council has \$93,404.41 available in the Special Purposes Reserve Fund (allocated from the General Fund) for the remainder of the fiscal year. The program can be funded at a level determined by the Council, as a pilot program, providing grants on a first come first serve basis with the number of connections to be determined by the funding available in the Special Purposes Reserve Fund. The

Council could then allocate additional funds next fiscal year from the Special Purposes Reserve Fund based on the success of the program. If the Council wishes not to utilize the Special Purposes Reserve Fund or desires to provide funding at a level higher than what is available in the fund, the Council would need to appropriate funds in the budget for the program.

RECOMMENDATION: That the City Council:

1. Consider implementing a financial assistance program that provides complete coverage for non-profit organizations through the General Fund, with no repayment obligation and provide direction on funding amount and source;
2. Consider a three-year, zero-percent interest repayment program for commercial accounts from the Water Replacement Fund and provide direction on funding amount; and
3. Direct staff to bring forth a draft Resolution at a future meeting to establish the non-profit grant program and commercial property loan program based on Council's direction.

ATTACHMENTS:

1. Staff Report March 18, 2025
2. Ordinance 1830 Water Conservation
3. Ordinance No. 901 Sewer and Water Line Connections
4. State Water Resources Control Board Resolution No. 2024-0019

Appropriated/Funded:

Review By:

Department Director:
Michael Knight, Assistant City Manager

Final Approver: Jason Ridenour, Interim City Manager



CITY COUNCIL AGENDA – MARCH 18, 2025

SUBJECT: Council Discussion and Review of Sewer Rates on Non-Residential Institutional Customer Class Churches

SOURCE: Public Works

COMMENT: On February 4, 2025, the City Council directed staff to examine the effects of the adopted sewer rates on Commercial Institutional accounts, specifically the classification of churches. The sewer rate adjustments, implemented on January 1, 2024, were based on the findings of the 2022 Sewer Rate Study conducted by Carollo Engineers. These increases were necessary to sustain wastewater operations, cover capital costs, and meet regulatory compliance.

According to the 2022 Wastewater Rate Study, churches were classified under the Non-Residential Customer Class, resulting in a sewer rate increase from \$0.42 per HCF to \$2.90 per HCF in 2023/24, with additional annual increases planned through 2027/28. This represents a 973.8% increase throughout the rate-setting period.

Sewer charges are based on total water consumption, under the assumption that all water used on a property returns to the sewer system. However, churches often have large landscaped areas requiring irrigation, leading to inflated sewer bills unless a separate irrigation meter is in place. This report provides an analysis of the financial impact of sewer rate increases on churches within Porterville. It explains the primary factors contributing to higher sewer bills for churches and presents a recommended solution to mitigate these costs through the installation of separate irrigation meters. Additionally, a financial assistance option is proposed to ease the burden of implementing this solution.

A review of 45 church accounts in the city revealed that 11 churches have dedicated landscape meters, and 17 church accounts had little to no landscape associated. Therefore, 17 churches would be recommended for initial outreach, with only 12 churches exceeding the average monthly consumption of 20 units. Churches without these meters are billed for sewer services based on their total water usage, including irrigation. This results in disproportionately high sewer charges. For example, a church consuming 66 monthly water units (17 for potable use and 49 for irrigation) is billed for all 66 units under the current structure without an irrigation meter. This results in a sewer charge of \$252.78. If a separate irrigation meter were installed, only the 17 potable units would be factored into the sewer billing, reducing the monthly charge to \$65.11.

The Proposition 218 Notice and Sewer Rate Public Hearing confirmed that the newly adopted sewer rates apply uniformly to all Non-Residential Customer Class properties. Therefore, it is critical for churches to establish irrigation meters to ensure an accurate account of consumption. It is recommended that churches install separate irrigation meters.

This approach aligns with:

- Municipal Code 25-32A.9 (Ordinance No. 1830), which mandates separate landscape meters for non-residential irrigated landscapes between 1,000 and 5,000 square feet, per California Water Code 535.
- Municipal Code 25-32A.21 (Ordinance No. 1830), which prohibits inefficient irrigation and water waste.
- State Water Resources Control Board Resolution No. 2024-0019, which promotes water efficiency measures, including climate-appropriate landscaping and reduced irrigation waste.
- Proposition 218 Guidelines, ensuring cost-based justifications for rate structures.

The estimated cost of installing a 1.5-inch landscape meter with a backflow preventer is approximately \$1,680 (current rates). This includes connection fees, materials, and city-force labor. Given the potential cost savings, the typical payback period for installation would be approximately 12 months. A review of impacted churches indicates that many facilities could save between \$200 and \$500 per month on sewer costs, depending on their irrigation usage. Some more significant properties could see annual savings exceeding \$5,000, demonstrating the financial feasibility of implementing landscape meters.

Recognizing the financial impact on churches, staff proposes a financing option should the customer choose to spread the meter installation cost over three years by agreement. This aligns with Municipal Code 25-32.1 (Ordinance No. 901), which allows the City Council to establish provisions for installment payments on water connection fees over a period of up to three years with any provisions set by Council through Resolution.

Next Steps for Council consideration:

1. Staff Outreach: Notify affected churches and provide guidance on the installation process.
2. Financial Assistance Implementation: Establish procedures for deferred payment options in accordance with the intent of Municipal Code 25-32.1 (Ordinance No. 901).
3. Policy Review: Ensure compliance with state regulations and water conservation goals.

Implementing a separate irrigation meter offers a viable solution to mitigate high sewer costs for churches while promoting water conservation. This approach aligns with regulatory requirements and enhances financial sustainability for affected institutions. Staff recommends moving forward with outreach and assistance programs to facilitate this transition.

RECOMMENDATION: That the City Council:

1. Consider and discuss the evaluation of Sewer Rates on the Institutional customer class churches;
2. Direct staff to perform outreach to notify affected churches and provide guidance on the meter installation process;
3. Direct staff to make financial assistance available to the impacted customer class and implement procedures for

Item No. 20.

- deferred payment options in accordance with the intent of
Municipal Code 25-32.1 (Ordinance No. 901); and
4. Direct staff to review policy, ensuring compliance with state regulations and water conservation goals.

ATTACHMENTS:

1. Porterville 2022 Wastewater Rate Study
2. Resolution 68-2023
3. Ordinance 1830 Water Conservation
4. Ordinance No. 901 Sewer and Water Line Connections
5. State Water Resources Control Board Resolution No. 2024-0019

Appropriated/Funded:

Review By:

Department Director:
Michael Knight, Assistant City Manager

Final Approver: Jason Ridenour, Interim City Manager

ORDINANCE NO. 1830

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE
ADOPTING A WATER EFFICIENT LANDSCAPE ORDINANCE AND
AMENDING THE PORTERVILLE MUNICIPAL CODE AS IT RELATES TO
WATER CONSERVATION AND LANDSCAPE IRRIGATION

WHEREAS: On January 17, 2014, Governor Edmund G. Brown, Jr. proclaimed a State of Emergency to exist throughout the State of California due to severe drought conditions; and

WHEREAS: On April 25, 2014, Governor Brown proclaimed a Continued State of Emergency to exist throughout the State of California due to the ongoing drought; and

WHEREAS: On April 1, 2015, Governor Brown issued Executive Order B-29-15, which outlined various directives to state agencies, and in turn local governments, in order to save water, increase enforcement against water waste, invest in new technologies, and streamline government response; and

WHEREAS: One specific directive requires the Department of Water Resources to update the State Model Water Efficient Landscape Ordinance ("State Model"). The updated State Model was completed and became operative on September 15, 2015. The State Model requires that local agencies report on implementation and enforcement by December 31, 2015. The State Model may be adopted verbatim by a local agency or locally modified. The proposed ordinance has been locally modified to cross reference local project processes, and to tie into the City's Water Conservation Plan; the modifications from the State Model are underlined for clarification; and

WHEREAS: Pursuant to Item 26 of Executive Order B-29-15, Division 13 (commencing with Section 21000) of the Public Resources Code, otherwise known as the California Environmental Quality Act (CEQA) and regulations adopted pursuant to that Division were suspended. The suspension applies to any actions taken by state agencies, and for actions taken by local agencies where the state agency with primary responsibility for implementing the directive concurs that local action is required. Therefore, the adoption of this ordinance is not subject to environmental review; and

WHEREAS: On October 20, 2015, the City Council held a public hearing to consider adopting modifications to Porterville Municipal Code that will comply with the State Model as well as further Porterville's interest in encouraging and requiring development to pursue drought tolerant landscaping to the furthest extent possible. No public comments were received at the public hearing, but the City Council discussed local modifications to limit use of natural turf in commercial and industrial zone districts. In order to draft language to achieve this vision, the Council continued the public hearing to the meeting of November 3, 2015.

NOW, THEREFORE, BE IT ORDAINED: That the City Council of the City of Porterville does hereby adopt an ordinance amending the Porterville Municipal Code as it relates to water conservation and landscape irrigation, and commercial crop cultivation, as follows:

SECTION 1:

Add Chapter 25, Article 1, Division 6. Water Conservation and Efficiency, as follows:

§ 25-33. Purpose.

(a) The City of Porterville has found:

- (1) that the waters of the Tule Sub-basin are of limited supply and are subject to ever increasing demands;
- (2) that the continuation of Porterville's economic prosperity is dependent on the availability of adequate supplies of water for future uses;
- (3) that it is the policy of the City of Porterville to promote the conservation and efficient use of water and to prevent the waste of this valuable resource;
- (4) that landscapes are essential to the quality of life in Porterville by providing areas for active and passive recreation and as an enhancement to the environment by cleaning air and water, preventing erosion, offering fire protection, and replacing ecosystems lost to development;
- (5) that landscape design, installation, maintenance and management can, and should be, water efficient; and
- (6) that Section 2 of Article X of the California Constitution specifies that the right to use water is limited to the amount reasonably required for the beneficial use to be served and the right does not, and shall not, extend to waste or unreasonable method of use.

(b) Consistent with these legislative findings, the purpose of this ordinance is to:

- (1) promote the values and benefits of landscaping practices that integrate and go beyond the conservation and efficient use of water;
- (2) establish a structure for planning, designing, installing, maintaining and managing water efficient landscapes in new construction and rehabilitated projects through a watershed approach that requires cross-sector collaboration of industry, government and property owners to achieve the many benefits possible;
- (3) establish provisions for water management practices and water waste prevention for existing landscapes;
- (4) use water efficiently without waste by setting a Maximum Applied Water Allowance as an upper limit for water use and reduce water use to the lowest practical amount; and
- (5) establish economic incentives that promote the efficient use of water, such as implementing a tiered-rate structure.

(c) Landscapes that are planned, designed, installed, managed and maintained with the watershed based approach can improve California's and Porterville's environmental conditions and provide benefits and realize sustainability goals. Such landscapes will make the urban

environment resilient in the face of climatic extremes. Consistent with the legislative findings and purpose of the Ordinance, conditions in the urban setting will be improved by:

- (1) creating the conditions to support life in the soil by reducing compaction, incorporating organic matter that increases water retention, and promoting productive plant growth that leads to more carbon storage, oxygen production, shade, habitat and esthetic benefits;
- (2) minimizing energy use by reducing irrigation water requirements, reducing reliance on petroleum based fertilizers and pesticides, and planting climate appropriate shade trees in urban areas;
- (3) conserving water by capturing and reusing rainwater and graywater wherever possible and selecting climate appropriate plants that need minimal supplemental water after establishment;
- (4) protecting air and water quality by reducing power equipment use and landfill disposal trips, selecting recycled and locally sourced materials, and using compost, mulch and efficient irrigation equipment to prevent erosion;
- (5) protecting existing habitat and creating new habitat by choosing local native plants, climate adapted non-natives and avoiding invasive plants; and
- (6) utilizing integrated pest management with least toxic methods as the first course of action.

§ 25-34 Applicability

- (a) This ordinance shall apply to all of the following landscape projects:
 - (1) new development projects with an aggregate landscape area equal to or greater than 500 square feet requiring a building or landscape permit, plan check or design review;
 - (2) rehabilitated landscape projects with an aggregate landscape area equal to or greater than 2,500 square feet requiring a building or landscape permit, plan check, or design review;
 - (3) existing landscapes limited to Sections 25-52 and 25-53; and
 - (4) cemeteries; recognizing the special landscape management needs of cemeteries, new and rehabilitated cemeteries are limited to Sections 25-38, 25-45 and 25-46; and existing cemeteries are limited to Sections 25-52 and 25-53; and
 - (5) all new commercial and industrial developments requiring building permits where the landscape area will be modified or rehabilitated.
- (b) Any project with an aggregate landscape area of 2,500 square feet or less may comply with the performance requirements of this ordinance or conform to the prescriptive measures contained in Section 25-55.
- (c) For projects using treated or untreated graywater or rainwater captured on site, any lot or parcel within the project that has less than 2,500 sq. ft. of landscape and meets the lot's or parcel's

landscape water requirement (Estimated Total Water Use) entirely with treated or untreated graywater or through stored rainwater captured on site is subject only to Section 25-55(a)(5).

(d) This ordinance does not apply to:

- (1) registered local, state or federal historical sites;
- (2) ecological restoration projects that do not require a permanent irrigation system;
- (3) mined-land reclamation projects that do not require a permanent irrigation system; or
- (4) existing plant collections, as part of botanical gardens and arboretums open to the public.

(e) This Division further applies to all properties within the city limits of the city of Porterville, as well as any property beyond the limit of the city of Porterville but that receives municipal water service from the City.

§ 25-35. Definitions.

The terms used in this ordinance have the meaning set forth below:

- (a) “applied water” means the portion of water supplied by the irrigation system to the landscape.
- (b) “automatic irrigation controller” means an automatic timing device used to remotely control valves that operate an irrigation system. Automatic irrigation controllers are able to self-adjust and schedule irrigation events using either evapotranspiration (weather-based) or soil moisture data.
- (c) “backflow prevention device” means a safety device used to prevent pollution or contamination of the water supply due to the reverse flow of water from the irrigation system.
- (d) “Certificate of Completion” means the document required under Section 25-43.
- (e) “certified irrigation designer” means a person certified to design irrigation systems by an accredited academic institution, a professional trade organization or other program such as the US Environmental Protection Agency’s WaterSense irrigation designer certification program and Irrigation Association’s Certified Irrigation Designer program.
- (f) “certified landscape irrigation auditor” means a person certified to perform landscape irrigation audits by an accredited academic institution, a professional trade organization or other program such as the US Environmental Protection Agency’s WaterSense irrigation auditor certification program and Irrigation Association’s Certified Landscape Irrigation Auditor program.
- (g) “check valve” or “anti-drain valve” means a valve located under a sprinkler head, or other location in the irrigation system, to hold water in the system to prevent drainage from sprinkler heads when the sprinkler is off.

- (h) “common interest developments” means community apartment projects, condominium projects, planned developments, and stock cooperatives per Civil Code Section 1351.
- (i) “compost” means the safe and stable product of controlled biologic decomposition of organic materials that is beneficial to plant growth.
- (j) “conversion factor (0.62)” means the number that converts acre-inches per acre per year to gallons per square foot per year.
- (k) “distribution uniformity” means the measure of the uniformity of irrigation water over a defined area.
- (l) “drip irrigation” means any non-spray low volume irrigation system utilizing emission devices with a flow rate measured in gallons per hour. Low volume irrigation systems are specifically designed to apply small volumes of water slowly at or near the root zone of plants.
- (m) “ecological restoration project” means a project where the site is intentionally altered to establish a defined, indigenous, historic ecosystem.
- (n) “effective precipitation” or “usable rainfall” (Eppt) means the portion of total precipitation which becomes available for plant growth.
- (o) “emitter” means a drip irrigation emission device that delivers water slowly from the system to the soil.
- (p) “established landscape” means the point at which plants in the landscape have developed significant root growth into the soil. Typically, most plants are established after one or two years of growth.
- (q) “establishment period of the plants” means the first year after installing the plant in the landscape or the first two years if irrigation will be terminated after establishment. Typically, most plants are established after one or two years of growth. Native habitat mitigation areas and trees may need three to five years for establishment.
- (r) “Estimated Total Water Use” (ETWU) means the total water used for the landscape as described in Section 25-38.
- (s) “ET adjustment factor” (ETAF) means a factor of 0.55 for residential areas and 0.45 for non-residential areas that, when applied to reference evapotranspiration, adjusts for plant factors and irrigation efficiency, two major influences upon the amount of water that needs to be applied to the landscape. The ETAF for new and existing (non-rehabilitated) Special Landscape Areas shall not exceed 1.0. The ETAF for existing non-rehabilitated landscapes is 0.8.
- (t) “evapotranspiration rate” means the quantity of water evaporated from adjacent soil and other surfaces and transpired by plants during a specified time.

- (u) “flow rate” means the rate at which water flows through pipes, valves and emission devices, measured in gallons per minute, gallons per hour, or cubic feet per second.
- (v) “flow sensor” means an inline device installed at the supply point of the irrigation system that produces a repeatable signal proportional to flow rate. Flow sensors must be connected to an automatic irrigation controller, or flow monitor capable of receiving flow signals and operating master valves. This combination flow sensor/controller may also function as a landscape water meter or submeter.
- (w) “friable” means a soil condition that is easily crumbled or loosely compacted down to a minimum depth per planting material requirements, whereby the root structure of newly planted material will be allowed to spread unimpeded.
- (x) “Fuel Modification Plan Guideline” means guidelines from a local fire authority to assist residents and businesses that are developing land or building structures in a fire hazard severity zone.
- (y) “graywater” means untreated wastewater that has not been contaminated by any toilet discharge, has not been affected by infectious, contaminated, or unhealthy bodily wastes, and does not present a threat from contamination by unhealthful processing, manufacturing, or operating wastes. “Graywater” includes, but is not limited to, wastewater from bathtubs, showers, bathroom washbasins, clothes washing machines, and laundry tubs, but does not include wastewater from kitchen sinks or dishwashers. Health and Safety Code Section 17922.12.
- (z) “hardscapes” means any durable material (pervious and non-pervious).
- (aa) “hydrozone” means a portion of the landscaped area having plants with similar water needs and rooting depth. A hydrozone may be irrigated or non-irrigated.
- (bb) “infiltration rate” means the rate of water entry into the soil expressed as a depth of water per unit of time (e.g., inches per hour).
- (cc) “invasive plant species” means species of plants not historically found in California that spread outside cultivated areas and can damage environmental or economic resources. Invasive species may be regulated by county agricultural agencies as noxious species. Lists of invasive plants are maintained at the California Invasive Plant Inventory and USDA invasive and noxious weeds database.
- (dd) “irrigation audit” means an in-depth evaluation of the performance of an irrigation system conducted by a Certified Landscape Irrigation Auditor. An irrigation audit includes, but is not limited to: inspection, system tune-up, system test with distribution uniformity or emission uniformity, reporting overspray or runoff that causes overland flow, and preparation of an irrigation schedule. The audit must be conducted in a manner consistent with the Irrigation Association’s Landscape Irrigation Auditor Certification program or other U.S. Environmental Protection Agency “Watersense” labeled auditing program.

- (ee) “irrigation efficiency” (IE) means the measurement of the amount of water beneficially used divided by the amount of water applied. Irrigation efficiency is derived from measurements and estimates of irrigation system characteristics and management practices. The irrigation efficiency for purposes of this ordinance are 0.75 for overhead spray devices and 0.81 for drip systems.
- (ff) “irrigation survey” means an evaluation of an irrigation system that is less detailed than an irrigation audit. An irrigation survey includes, but is not limited to: inspection, system test, and written recommendations to improve performance of the irrigation system.
- (gg) “irrigation water use analysis” means a review of water use data based on meter readings and billing data.
- (hh) “landscape architect” means a person who holds a license to practice landscape architecture in the State of California Business and Professions Code, Section 5615.
- (ii) “landscape area” means all the planting areas, turf areas, and water features in a landscape design plan subject to the Maximum Applied Water Allowance calculation. The landscape area does not include footprints of buildings or structures, sidewalks, driveways, parking lots, decks, patios, gravel or stone walks, other pervious or non-pervious hardscapes, and other non-irrigated areas designated for non-development (e.g., open spaces and existing native vegetation).
- (jj) “landscape contractor” means a person licensed by the State of California to construct, maintain, repair, install, or subcontract the development of landscape systems.
- (kk) “Landscape Documentation Package” means the documents required under Section 25-37.
- (ll) “landscape project” means total area of landscape in a project as defined in “landscape area” for the purposes of this ordinance, meeting requirements under Section 25-34.
- (mm) “landscape water meter” means an inline device installed at the irrigation supply point that measures the flow of water into the irrigation system and is connected to a totalizer to record water use.
- (nn) “lateral line” means the water delivery pipeline that supplies water to the emitters or sprinklers from the valve.
- (oo) “local agency” means the City of Porterville. The City of Porterville is responsible for the enforcement of this ordinance including, but not limited to, approval of a permit and plan check or design review of a project.
- (pp) “local water purveyor” means any entity, including a public agency, city, county, or private water company that provides retail water service.
- (qq) “low volume irrigation” means the application of irrigation water at low pressure through a system of tubing or lateral lines and low volume emitters such as drip, drip lines, and bubblers. Low volume irrigation systems are specifically designed to apply small volumes of water slowly at or near the root zone of plants.

- (rr) “main line” means the pressurized pipeline that delivers water from the water source to the valve or outlet.
- (ss) “master shut-off valve” is an automatic valve installed at the irrigation supply point which controls water flow into the irrigation system. When this valve is closed water will not be supplied to the irrigation system. A master valve will greatly reduce any water loss due to a leaky station valve.
- (tt) “Maximum Applied Water Allowance” (MAWA) means the upper limit of annual applied water for the established landscaped area as specified in Section 25-38. It is based upon the area’s reference evapotranspiration, the ET Adjustment Factor, and the size of the landscape area. The Estimated Total Water Use shall not exceed the Maximum Applied Water Allowance. Special Landscape Areas, including recreation areas, areas permanently and solely dedicated to edible plants such as orchards and vegetable gardens, and areas irrigated with recycled water are subject to the MAWA with an ETAF not to exceed 1.0.

$$\text{MAWA} = (\text{ETo}) (0.62) [(\text{ETAF} \times \text{LA}) + ((1 - \text{ETAF}) \times \text{SLA})]$$
- (uu) “median” is an area between opposing lanes of traffic that may be unplanted or planted with trees, shrubs, perennials, and ornamental grasses.
- (vv) “microclimate” means the climate of a small, specific area that may contrast with the climate of the overall landscape area due to factors such as wind, sun exposure, plant density, or proximity to reflective surfaces.
- (ww) “mined-land reclamation projects” means any surface mining operation with a reclamation plan approved in accordance with the Surface Mining and Reclamation Act of 1975.
- (xx) “mulch” means any organic material such as leaves, bark, straw, compost, or inorganic mineral materials such as rocks, gravel, and/or decomposed granite left loose and applied to the soil surface for the beneficial purposes of reducing evaporation, suppressing weeds, moderating soil temperature, and preventing soil erosion.
- (yy) “new construction” means, for the purposes of this ordinance, a new building with a landscape or other new landscape, such as a park, playground, or greenbelt without an associated building.
- (zz) “non-residential landscape” means landscapes in commercial, institutional, industrial and public settings that may have areas designated for recreation or public assembly. It also includes portions of common areas of common interest developments with designated recreational areas.
- (aaa) “operating pressure” means the pressure at which the parts of an irrigation system are designed by the manufacturer to operate.
- (bbb) “overhead sprinkler irrigation systems” means systems that deliver water through the air (e.g., spray heads and rotors).
- (ccc) “overspray” means the irrigation water which is delivered beyond the target area.

- (ddd) “permit” means an authorizing document issued by local agencies for new construction or rehabilitated landscapes.
- (eee) “pervious” means any surface or material that allows the passage of water through the material and into the underlying soil.
- (fff) “plant factor” or “plant water use factor” is a factor, when multiplied by ETo, estimates the amount of water needed by plants. For purposes of this ordinance, the plant factor range for very low water use plants is 0 to 0.1, the plant factor range for low water use plants is 0.1 to 0.3, the plant factor range for moderate water use plants is 0.4 to 0.6, and the plant factor range for high water use plants is 0.7 to 1.0. Plant factors cited in this ordinance are derived from the publication “Water Use Classification of Landscape Species”. Plant factors may also be obtained from horticultural researchers from academic institutions or professional associations as approved by the California Department of Water Resources (DWR).
- (ggg) “project applicant” means the individual or entity submitting a Landscape Documentation Package required under Section 25-37 to request a permit, plan check, or design review from the local agency. A project applicant may be the property owner or his or her designee.
- (hhh) “rain sensor” or “rain sensing shutoff device” means a component which automatically suspends an irrigation event when it rains.
- (iii) “record drawing” or “as-builts” means a set of reproducible drawings which show significant changes in the work made during construction and which are usually based on drawings marked up in the field and other data furnished by the contractor.
- (jjj) “recreational area” means areas, excluding private single-family residential areas, designated for active play, recreation or public assembly in parks, sports fields, picnic grounds, amphitheaters or golf course tees, fairways, roughs, surrounds and greens.
- (kkk) “recycled water”, “reclaimed water”, or “treated sewage effluent water” means treated or recycled waste water of a quality suitable for non-potable uses such as landscape irrigation and water features. This water is not intended for human consumption.
- (lll) “reference evapotranspiration” or “ETo” means a standard measurement of environmental parameters which affect the water use of plants. ETo is expressed in inches per day, month, or year as represented in Section 25-38, and is an estimate of the evapotranspiration of a large field of four- to seven-inch tall, cool-season grass that is well watered. Reference evapotranspiration is used as the basis of determining the Maximum Applied Water Allowance so that regional differences in climate can be accommodated.
- (mmm) “Regional Water Efficient Landscape Ordinance” means a local Ordinance adopted by two or more local agencies, water suppliers and other stakeholders for implementing a consistent set of landscape provisions throughout a geographical region. Regional ordinances are strongly encouraged to provide a consistent framework for the landscape industry and applicants to adhere to.

- (nnn) “rehabilitated landscape” means any re-landscaping project that requires a permit, plan check, or design review, meets the requirements of Section 25-34, and the modified landscape area is equal to, or greater than, 2,500 square feet.
- (ooo) “residential landscape” means landscapes surrounding single or multifamily homes.
- (ppp) “runoff” means water which is not absorbed by the soil or landscape to which it is applied and flows from the landscape area. For example, runoff may result from water that is applied at too great a rate (application rate exceeds infiltration rate) or when there is a slope.
- (qqq) “soil moisture sensing device” or “soil moisture sensor” means a device that measures the amount of water in the soil. The device may also suspend or initiate an irrigation event.
- (rrr) “soil texture” means the classification of soil based on its percentage of sand, silt, and clay.
- (sss) “Special Landscape Area” (SLA) means an area of the landscape dedicated solely to edible plants, recreational areas, areas irrigated with recycled water, or water features using recycled water.
- (ttt) “sprinkler head” means a device which delivers water through a nozzle.
- (uuu) “static water pressure” means the pipeline or municipal water supply pressure when water is not flowing.
- (vvv) “station” means an area served by one valve or by a set of valves that operate simultaneously.
- (www) “swing joint” means an irrigation component that provides a flexible, leak-free connection between the emission device and lateral pipeline to allow movement in any direction and to prevent equipment damage.
- (xxx) “submeter” means a metering device to measure water applied to the landscape that is installed after the primary utility water meter.
- (yyy) “turf” means a ground cover surface of mowed grass. Annual bluegrass, Kentucky bluegrass, Perennial ryegrass, Red fescue, and Tall fescue are cool-season grasses. Bermuda grass, Kikuyu grass, Seashore Paspalum, St. Augustine grass, Zoysia grass, and Buffalo grass are warm-season grasses.
- (zzz) “valve” means a device used to control the flow of water in the irrigation system.
- (aaaa) “water conserving plant species” means a plant species identified as having a very low or low plant factor.
- (bbbb) “water feature” means a design element where open water performs an aesthetic or recreational function. Water features include ponds, lakes, waterfalls, fountains, artificial streams, spas, and swimming pools (where water is artificially supplied). The surface area of water features is included in the high water use hydrozone of the landscape area. Constructed wetlands used for on-site wastewater treatment or stormwater best management practices that are not irrigated and used solely for water treatment or

stormwater retention are not water features and, therefore, are not subject to the water budget calculation.

(cccc) “watering window” means the time of day irrigation is allowed.

(dddd) “WUCOLS” means the Water Use Classification of Landscape Species published by the University of California Cooperative Extension, and the Department of Water Resources 2014.

§ 25-36 Compliance with Landscape Documentation Package.

(a) Prior to construction, the Zoning Administrator or his designee shall:

- (1) provide the project applicant with the ordinance and procedures for permits, plan checks, or design reviews;
- (2) review the Landscape Documentation Package submitted by the project applicant;
- (3) approve or deny the Landscape Documentation Package;
- (4) issue a permit or approve the plan check or design review for the project applicant; and
- (5) upon approval of the Landscape Documentation Package, retain a copy of the Water Efficient Landscape Worksheet for use in reporting as may be required.

(b) Prior to construction, the project applicant shall:

- (1) submit a Landscape Documentation Package to the City prior to, or as a part of, the building permit submittal package.

(c) Upon approval of the Landscape Documentation Package by the Zoning Administrator, the project applicant shall:

- (1) receive a permit or approval of the plan check or design review and record the date of the permit in the Certificate of Completion; and
- (2) submit a copy of the approved Landscape Documentation Package along with the record drawings, and any other information to the property owner or his/her designee.

§ 25-37 Elements of the Landscape Documentation Package.

(a) The Landscape Documentation Package shall include the following six (6) elements:

- (1) Project Information;
 - (A) date
 - (B) project applicant
 - (C) project address (if available, parcel and/or lot number(s))
 - (D) total landscape area (square feet)

- (E) project type (e.g., new, rehabilitated, public, private, cemetery, homeowner-installed)
 - (F) water supply type (e.g., potable, recycled, well) and identify the local retail water purveyor if the service is other than City of Porterville
 - (G) checklist of all documents in Landscape Documentation Package
 - (H) project contacts to include contact information for the project applicant and property owner
 - (I) applicant signature and date with statement, "I agree to comply with the requirements of the water efficient landscape ordinance and submit a complete Landscape Documentation Package"
- (2) Water Efficient Landscape Worksheet:
- (A) water budget calculations
 - 1. Maximum Applied Water Allowance (MAWA)
 - 2. Estimated Total Water Use (ETWU)
- (3) Soil Management Report;
- (4) Landscape Design Plan;
- (5) Irrigation Design Plan; and
- (6) Grading Design Plan.

§ 25-38 Water Efficient Landscape Worksheet.

- (a) A project applicant shall complete the Water Efficient Landscape Worksheet in Appendix A which contains information on the plant factor, irrigation method, irrigation efficiency, and area associated with each hydrozone. Calculations are then made to show that the evapotranspiration adjustment factor (ETAF) for the landscape project does not exceed a factor of 0.55 for residential areas and 0.45 for non-residential areas, exclusive of Special Landscape Areas. The ETAF for a landscape project is based on the plant factors and irrigation methods selected. The Maximum Applied Water Allowance is calculated based on the maximum ETAF allowed (0.55 for residential areas and 0.45 for non-residential areas) and expressed as annual gallons required. The Estimated Total Water Use (ETWU) is calculated based on the plants used and irrigation method selected for the landscape design. ETWU must be below the MAWA.
- (1) In calculating the Maximum Applied Water Allowance and Estimated Total Water Use, a project applicant shall use the ETo values listed below, as excerpted from the Reference Evapotranspiration Table in Appendix A of the State Model Water Efficiency Landscape Ordinance, 2015.

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual ETo
Porterville	1.2	1.8	3.4	4.7	6.6	7.7	8.5	7.3	5.3	3.4	1.4	0.7	52.1

(b) Water budget calculations shall adhere to the following requirements:

- (1) The plant factor used shall be from WUCOLS or from horticultural researchers with academic institutions or professional associations as approved by the California Department of Water Resources (DWR). The plant factor ranges from 0 to 0.1 for very low water using plants, 0.1 to 0.3 for low water use plants, from 0.4 to 0.6 for moderate water use plants, and from 0.7 to 1.0 for high water use plants.
- (2) All water features shall be included in the high water use hydrozone and temporarily irrigated areas shall be included in the low water use hydrozone.
- (3) All Special Landscape Areas shall be identified and their water use calculated as shown in the Water Efficient Landscape Worksheet.
- (4) ETAF for new and existing (non-rehabilitated) Special Landscape Areas shall not exceed 1.0.

§ 25-39 Soil Management Report.

(a) In order to reduce runoff and encourage healthy plant growth, a soil management report shall be completed by the project applicant, or his/her designee, as follows:

(1) Submit soil samples to a laboratory for analysis and recommendations.

(A) Soil sampling shall be conducted in accordance with laboratory protocol, including protocols regarding adequate sampling depth for the intended plants.

(B) The soil analysis shall include:

1. soil texture;
2. infiltration rate determined by laboratory test or soil texture infiltration rate table;
3. pH;
4. total soluble salts;
5. sodium;
6. percent organic matter; and
7. recommendations.

(C) In projects with multiple landscape installations (i.e. production home developments) a soil sampling rate of 1 in 7 lots or approximately 15% will satisfy this requirement. Large landscape projects shall sample at a rate equivalent to 1 in 7 lots.

- (2) The project applicant, or his/her designee, shall comply with one of the following:
 - (A) If significant mass grading is not planned, the soil analysis report shall be submitted to the Zoning Administrator as part of the Landscape Documentation Package; or
 - (B) If significant mass grading is planned, the soil analysis report shall be submitted to the Zoning Administrator as part of the Certificate of Completion.
- (3) The soil analysis report shall be made available, in a timely manner, to the professionals preparing the landscape design plans and irrigation design plans to make any necessary adjustments to the design plans.
- (4) The project applicant, or his/her designee, shall submit documentation verifying implementation of soil analysis report recommendations to the Zoning Administrator with Certificate of Completion.

§ 25-40 Landscape Design Plan.

- (a) For the efficient use of water, a landscape shall be carefully designed and planned for the intended function of the project. A landscape design plan meeting the following design criteria shall be submitted as part of the Landscape Documentation Package.

- (1) Plant Material

- (A) Any plant may be selected for the landscape providing the Estimated Total Water Use in the landscape area does not exceed the Maximum Applied Water Allowance. Methods to achieve water efficiency shall include one or more of the following:

- 1. Protection and preservation of native species and natural vegetation;
 - 2. Selection of water-conserving plant, tree and turf species, especially local native plants;
 - 3. Selection of plants based on local climate suitability, disease and pest resistance;
 - 4. Selection of trees based on applicable local tree ordinances or tree shading guidelines, and size at maturity as appropriate for the planting area; and
 - 5. Selection of plants from local and regional landscape program plant lists.

- (B) Each hydrozone shall have plant materials with similar water use, with the exception of hydrozones with plants of mixed water use, as specified in Section 25-41(a)(2)(D).

- (C) Plants shall be selected and planted appropriately based upon their adaptability to the climatic, geologic, and topographical conditions of the project site. Methods to achieve water efficiency shall include one or more of the following:

- 1. Use the Sunset Western Climate Zone System which takes into account temperature, humidity, elevation, terrain, latitude, and varying degrees of continental and marine influence on local climate;

2. Recognize the horticultural attributes of plants (i.e., mature plant size, invasive surface roots) to minimize damage to property or infrastructure [e.g., buildings, sidewalks, power lines]; allow for adequate soil volume for healthy root growth and
 3. Consider the solar orientation for plant placement to maximize summer shade and winter solar gain.
- (D) Turf is not allowed on slopes greater than 25% where the toe of the slope is adjacent to an impermeable hardscape and where 25% means 1 foot of vertical elevation change for every 4 feet of horizontal length (rise divided by run x 100 = slope percent).
- (E) High water use plants, characterized by a plant factor of 0.7 to 1.0, are prohibited in street medians.
- (F) The use of invasive plant species, such as those listed by the California Invasive Plant Council, is strongly discouraged.
- (G) The architectural guidelines of a common interest development, which includes community apartment projects, condominiums, planned developments, and stock cooperatives, shall not prohibit or include conditions that have the effect of prohibiting the use of low-water use plants as a group.
- (H) Natural turf is prohibited in commercial and industrial zone districts. However, when the City Council finds that a logical and substantiated need exists for natural turf, eg., for uses such as day care centers or commercial recreation facilities, a conditional use permit may be approved with conditions specifying the reason natural grass is deemed necessary by the applicant, the allowed area of turf, and that all other water conservation requirements of this code are applied, regardless of the total landscape area.
- (I) Warm season grasses are the only approved natural turf for new installations.
- (2) Water Features
- (A) Recirculating water systems shall be used for water features.
- (B) Where available, recycled water shall be used as a source for decorative water features.
- (C) Surface area of a water feature shall be included in the high water use hydrozone area of the water budget calculation.
- (D) Pool and spa covers are highly recommended.
- (3) Soil Preparation, Mulch and Amendments
- (A) Prior to the planting of any materials, compacted soils shall be transformed to a friable condition. On engineered slopes, only amended planting holes need meet this requirement.

- (B) Soil amendments shall be incorporated according to recommendations of the soil report and what is appropriate for the plants selected (see Section 25-39).
 - (C) For landscape installations, compost at a rate of a minimum of four cubic yards per 1,000 square feet of permeable area shall be incorporated to a depth of six inches into the soil. Soils with greater than 6% organic matter in the top six inches of soil are exempt from adding compost and tilling.
 - (D) A minimum three inch (3") layer of mulch shall be applied on all exposed soil surfaces of planting areas except in turf areas, creeping or rooting groundcovers, or direct seeding applications where mulch is contraindicated. To provide habitat for beneficial insects and other wildlife, up to 5 % of the landscape area may be left without mulch. Designated insect habitat must be included in the landscape design plan as such.
 - (E) Stabilizing mulching products shall be used on slopes that meet current engineering standards.
 - (F) The mulching portion of the seed/mulch slurry in hydro-seeded applications shall meet the mulching requirement.
 - (G) Organic mulch materials made from recycled or post-consumer shall take precedence over inorganic materials or virgin forest products unless the recycled post-consumer organic products are not locally available.
- (b) The landscape design plan, at a minimum, shall:
- (1) delineate and label each hydrozone by number, letter, or other method;
 - (2) identify each hydrozone as low, moderate, high water, or mixed water use. Temporarily irrigated areas of the landscape shall be included in the low water use hydrozone for the water budget calculation;
 - (3) identify recreational areas;
 - (4) identify areas permanently and solely dedicated to edible plants;
 - (5) identify areas irrigated with recycled water;
 - (6) identify type of mulch and application depth;
 - (7) identify soil amendments, type, and quantity;
 - (8) identify type and surface area of water features;
 - (9) identify hardscapes (pervious and non-pervious);
 - (10) identify location, installation details, and 24-hour retention or infiltration capacity of any applicable stormwater best management practices that encourage on-site retention and infiltration of stormwater. Project applicants shall refer to the City of Porterville or regional Water Quality Control Board for information on any applicable stormwater technical

requirements. Stormwater best management practices are encouraged in the landscape design plan and examples are provided in Section 25-50.

- (11) identify any applicable rain harvesting or catchment technologies as discussed in Section 25-50 and their 24-hour retention or infiltration capacity;
- (12) identify any applicable graywater discharge piping, system components and area(s) of distribution;
- (13) contain the following statement: “I have complied with the criteria of the ordinance and applied them for the efficient use of water in the landscape design plan”; and
- (14) bear the signature of a licensed landscape architect, licensed landscape contractor, or any other person authorized to design a landscape. (See Sections 5500.1, 5615, 5641, 5641.1, 5641.2, 5641.3, 5641.4, 5641.5, 5641.6, 6701, 7027.5 of the Business and Professions Code, Section 832.27 of Title 16 of the California Code of Regulations, and Section 6721 of the Food and Agriculture Code.)

§ 25-41 Irrigation Design Plan.

- (a) This section applies to landscaped areas requiring permanent irrigation, not areas that require temporary irrigation solely for the plant establishment period. For the efficient use of water, an irrigation system shall meet all the requirements listed in this section and the manufacturers’ recommendations. The irrigation system and its related components shall be planned and designed to allow for proper installation, management, and maintenance. An irrigation design plan meeting the following design criteria shall be submitted as part of the Landscape Documentation Package.

(1) System

- (A) Landscape water meters, defined as either a dedicated water service meter or private submeter, shall be installed for all non-residential irrigated landscapes of 1,000 sq. ft. but not more than 5,000 sq. ft. (the level at which Water Code 535 applies) and residential irrigated landscapes of 5,000 sq. ft. or greater. A landscape water meter may be either:
 - 1. a customer service meter dedicated to landscape use provided by the City of Porterville; or
 - 2. a privately owned meter or submeter.
- (B) Automatic irrigation controllers utilizing either evapotranspiration or soil moisture sensor data utilizing non-volatile memory shall be required for irrigation scheduling in all irrigation systems.
- (C) If the water pressure is below or exceeds the recommended pressure of the specified irrigation devices, the installation of a pressure regulating device is required to ensure that the dynamic pressure at each emission device is within the manufacturer’s recommended pressure range for optimal performance.

1. If the static pressure is above or below the required dynamic pressure of the irrigation system, pressure-regulating devices such as inline pressure regulators, booster pumps, or other devices shall be installed to meet the required dynamic pressure of the irrigation system.
 2. Static water pressure, dynamic or operating pressure and flow reading of the water supply shall be measured at the point of connection. These pressure and flow measurements shall be conducted at the design stage. If the measurements are not available at the design stage, the measurements shall be conducted at installation.
- (D) Sensors (rain, freeze, wind, etc.), either integral or auxiliary, that suspend or alter irrigation operation during unfavorable weather conditions shall be required on all irrigation systems, as appropriate for local climatic conditions. Irrigation should be avoided during windy or freezing weather or during rain.
- (E) Manual shut-off valves (such as a gate valve, ball valve, or butterfly valve) shall be required, as close as possible to the point of connection of the water supply, to minimize water loss in case of an emergency (such as a main line break) or routine repair.
- (F) Backflow prevention devices shall be required to protect the water supply from contamination by the irrigation system. A project applicant shall refer to the applicable local agency code (i.e., public health) for additional backflow prevention requirements.
- (G) Flow sensors that detect high flow conditions created by system damage or malfunction are required for all non-residential landscapes and residential landscapes of 5000 sq. ft. or larger.
- (H) Master shut-off valves are required on all projects except landscapes that make use of technologies that allow for the individual control of sprinklers that are individually pressurized in a system equipped with low pressure shut down features.
- (I) The irrigation system shall be designed to prevent runoff, low head drainage, overspray, or other similar conditions where irrigation water flows onto non-targeted areas, such as adjacent property, non-irrigated areas, hardscapes, roadways, or structures.
- (J) Relevant information from the soil management plan, such as soil type and infiltration rate, shall be utilized when designing irrigation systems.
- (K) The design of the irrigation system shall conform to the hydrozones of the landscape design plan.
- (L) The irrigation system must be designed and installed to meet, at a minimum, the irrigation efficiency criteria as described in Section 25-38 regarding the Maximum Applied Water Allowance.
- (M) All irrigation emission devices must meet the requirements set in the American National Standards Institute (ANSI) standard, American Society of Agricultural and Biological Engineers'/International Code Council's (ASABE/ICC) 802-2014

“Landscape Irrigation Sprinkler and Emitter Standard, All sprinkler heads installed in the landscape must document a distribution uniformity low quarter of 0.65 or higher using the protocol defined in ASABE/ICC 802-2014.

- (N) Through the Project Review process, or, if an applicable project is not subject to Project Review, during the building permit review process, the Public Works Director will provide information regarding peak water operating demands (on the water supply system) or water restrictions that may impact the effectiveness of the irrigation system.
- (O) In mulched planting areas, the use of low volume irrigation is required to maximize water infiltration into the root zone.
- (P) Sprinkler heads and other emission devices shall have matched precipitation rates, unless otherwise directed by the manufacturer’s recommendations.
- (Q) Head to head coverage is recommended. However, sprinkler spacing shall be designed to achieve the highest possible distribution uniformity using the manufacturer’s recommendations.
- (R) Swing joints or other riser-protection components are required on all risers subject to damage that are adjacent to hardscapes or in high traffic areas of turfgrass.
- (S) Check valves or anti-drain valves are required on all sprinkler heads where low point drainage could occur.
- (T) Areas less than ten (10) feet in width in any direction shall be irrigated with subsurface irrigation or other means that produces no runoff or overspray.
- (U) Overhead irrigation shall not be permitted within 24 inches of any non-permeable surface. Allowable irrigation within the setback from non-permeable surfaces may include drip, drip line, or other low flow non-spray technology. The setback area may be planted or unplanted. The surfacing of the setback may be mulch, gravel, or other porous material. These restrictions may be modified if:
 - 1. the landscape area is adjacent to permeable surfacing and no runoff occurs; or
 - 2. the adjacent non-permeable surfaces are designed and constructed to drain entirely to landscaping; or
 - 3. the irrigation designer specifies an alternative design or technology as part of the Landscape Documentation Package and clearly demonstrates strict adherence to irrigation system design criteria in Section 25-41 (a)(1)(I). Prevention of overspray and runoff must be confirmed during the irrigation audit.
- (V) Slopes greater than 25% shall not be irrigated with an irrigation system with an application rate exceeding 0.75 inches per hour. This restriction may be modified if the landscape designer specifies an alternative design or technology, as part of the Landscape Documentation Package, and clearly demonstrates no runoff or erosion will occur. Prevention of runoff and erosion must be confirmed during the irrigation audit.

(2) Hydrozone

- (A) Each valve shall irrigate a hydrozone with similar site, slope, sun exposure, soil conditions, and plant materials with similar water use.
 - (B) Sprinkler heads and other emission devices shall be selected based on what is appropriate for the plant type within that hydrozone.
 - (C) Where feasible, trees shall be placed on separate valves from shrubs, groundcovers, and turf to facilitate the appropriate irrigation of trees. The mature size and extent of the root zone shall be considered when designing irrigation for the tree.
 - (D) Individual hydrozones that mix plants of moderate and low water use, or moderate and high water use, may be allowed if:
 - 1. the plant factor calculation is based on the proportions of the respective plant water uses and their plant factor; or
 - 2. the plant factor of the higher water using plant is used for calculations.
 - (E) Individual hydrozones that mix high and low water use plants shall not be permitted.
 - (F) On the landscape design plan and irrigation design plan, hydrozone areas shall be designated by number, letter, or other designation. On the irrigation design plan, designate the areas irrigated by each valve, and assign a number to each valve. Use this valve number in the Water Efficient Landscape Worksheet (Appendix A). This table can also assist with the irrigation audit and programming the controller.
- (b) The irrigation design plan, at a minimum, shall contain:
- (1) location and size of separate water meters for landscape;
 - (2) location, type and size of all components of the irrigation system, including controllers, main and lateral lines, valves, sprinkler heads, moisture sensing devices, rain switches, quick couplers, pressure regulators, and backflow prevention devices;
 - (3) static water pressure at the point of connection to the public water supply;
 - (4) flow rate (gallons per minute), application rate (inches per hour), and design operating pressure (pressure per square inch) for each station;
 - (5) recycled water irrigation systems as specified in Section 25-48;
 - (6) the following statement: "I have complied with the criteria of the ordinance and applied them accordingly for the efficient use of water in the irrigation design plan"; and
 - (7) the signature of a licensed landscape architect, certified irrigation designer, licensed landscape contractor, or any other person authorized to design an irrigation system. (See Sections 5500.1, 5615, 5641, 5641.1, 5641.2, 5641.3, 5641.4, 5641.5, 5641.6, 6701, 7027.5

of the Business and Professions Code, Section 832.27 of Title 16 of the California Code of Regulations, and Section 6721 of the Food and Agricultural Code.)

§ 25-42 Grading Design Plan.

- (a) For the efficient use of water, grading of a project site shall be designed to minimize soil erosion, runoff, and water waste. A grading plan shall be submitted as part of the Landscape Documentation Package. A comprehensive grading plan prepared by a civil engineer for other building permits satisfies this requirement.
 - (1) The project applicant shall submit a landscape grading plan that indicates finished configurations and elevations of the landscape area including:
 - (A) height of graded slopes;
 - (B) drainage patterns;
 - (C) pad elevations;
 - (D) finish grade; and
 - (E) stormwater retention improvements, if applicable.
 - (2) To prevent excessive erosion and runoff, it is highly recommended that project applicants:
 - (A) grade so that all irrigation and normal rainfall remains within property lines and does not drain on to non-permeable hardscapes;
 - (B) avoid disruption of natural drainage patterns and undisturbed soil; and
 - (C) avoid soil compaction in landscape areas.
 - (3) The grading design plan shall contain the following statement: “I have complied with the criteria of the ordinance and applied them accordingly for the efficient use of water in the grading design plan” and shall bear the signature of a licensed professional as authorized by law.

§ 25-43 Certificate of Completion.

- (a) The Certificate of Completion (Appendix B) shall include the following six (6) elements:
 - (1) project information sheet that contains:
 - (A) date
 - (B) project name
 - (C) project applicant name, telephone, and mailing address
 - (D) project address and location
 - (E) property owner name, telephone, and mailing address

- (2) certification by either the signer of the landscape design plan, the signer of the irrigation design plan, or the licensed landscape contractor that the landscape project has been installed per the approved Landscape Documentation Package;
 - (A) where there have been significant changes made in the field during construction, these “as-built” or record drawings shall be included with the certification
 - (B) a diagram of the irrigation plan showing hydrozones shall be kept with the irrigation controller for subsequent management purposes
 - (3) irrigation scheduling parameters used to set the controller (see Section 25-44);
 - (4) landscape and irrigation maintenance schedule (see Section 25-45);
 - (5) irrigation audit report (see Section 25-46); and
 - (6) soil analysis report, if not submitted with Landscape Documentation Package, and documentation verifying implementation of soil report recommendations (see Section 25-39).
- (b) The project applicant shall:
- (1) submit the signed Certificate of Completion to the City of Porterville for review; and
 - (2) ensure that copies of the approved Certificate of Completion are submitted to the property owner or his or her designee.
- (c) The City of Porterville shall:
- (1) receive the signed Certificate of Completion from the project applicant; and
 - (2) approve or deny the Certificate of Completion. If the Certificate of Completion is denied, the City of Porterville shall provide information to the project applicant regarding reapplication, appeal, or other assistance.

§ 25-44 Irrigation Scheduling.

- (a) For the efficient use of water, all irrigation schedules shall be developed, managed, and evaluated to utilize the minimum amount of water required to maintain plant health. Irrigation schedules shall meet the following criteria:
- (1) Irrigation scheduling shall be regulated by automatic irrigation controllers.
 - (2) Irrigation shall be scheduled in a manner consistent with the current phase of the City’s water conservation plan.
 - (3) For implementation of the irrigation schedule, particular attention must be paid to irrigation run times, emission device, flow rate, and current reference evapotranspiration, so that applied water meets the Estimated Total Water Use. Total annual applied water shall be less than or equal to Maximum Applied Water Allowance (MAWA). Actual irrigation

schedules shall be regulated by automatic irrigation controllers using current reference evapotranspiration data (e.g., CIMIS) or soil moisture sensor data.

- (4) Parameters used to set the automatic controller shall be developed and submitted for each of the following:
 - (A) the plant establishment period;
 - (B) the established landscape; and
 - (C) temporarily irrigated areas.
- (5) Each irrigation schedule shall consider for each station all of the following that apply:
 - (A) irrigation interval (days between irrigation);
 - (B) irrigation run times (hours or minutes per irrigation event to avoid runoff);
 - (C) number of cycle starts required for each irrigation event to avoid runoff;
 - (D) amount of applied water scheduled to be applied on a monthly basis;
 - (E) application rate setting;
 - (F) root depth setting;
 - (G) plant type setting;
 - (H) soil type;
 - (I) slope factor setting;
 - (J) shade factor setting; and
 - (K) irrigation uniformity or efficiency setting.

§ 25-45 Landscape and Irrigation Maintenance Schedule.

- (a) Landscapes shall be maintained to ensure water use efficiency. A regular maintenance schedule shall be submitted with the Certificate of Completion.
- (b) A regular maintenance schedule shall include, but not be limited to, routine inspection; auditing, adjustment and repair of the irrigation system and its components; aerating and dethatching turf areas; topdressing with compost, replenishing mulch; fertilizing; pruning; weeding in all landscape areas, and removing obstructions to emission devices.
- (c) Repair of all irrigation equipment shall be done with the originally installed components or their equivalents or with components with greater efficiency.
- (d) A project applicant is encouraged to implement established landscape industry sustainable Best Practices for all landscape maintenance activities.

§ 25-46 Irrigation Audit, Irrigation Survey, and Irrigation Water Use Analysis.

- (a) All landscape irrigation audits shall be conducted by a third party certified landscape irrigation auditor. Landscape audits shall not be conducted by the person who designed the landscape or installed the landscape.
- (b) In large projects or projects with multiple landscape installations (i.e. production home developments) an auditing rate of 1 in 7 lots or approximately 15% will satisfy this requirement.
- (c) For new construction and rehabilitated landscape projects installed after December 3, 2015, as described in Section 25-34:
 - (1) the project applicant shall submit an irrigation audit report with the Certificate of Completion to the City of Porterville that may include, but is not limited to: inspection, system tune-up, system test with distribution uniformity, reporting overspray or run off that causes overland flow, and preparation of an irrigation schedule, including configuring irrigation controllers with application rate, soil types, plant factors, slope, exposure and any other factors necessary for accurate programming; and
 - (2) the City of Porterville shall administer programs that may include, but not be limited to, irrigation water use analysis, irrigation audits, and irrigation surveys for compliance with the Maximum Applied Water Allowance.

§ 25-47 Irrigation Efficiency.

- (a) For the purpose of determining Estimated Total Water Use, average irrigation efficiency is assumed to be 0.75 for overhead spray devices and 0.81 for drip system devices.

§ 25-48 Recycled Water.

- (a) The installation of recycled water irrigation systems shall allow for the current and future use of recycled water.
- (b) All recycled water irrigation systems shall be designed and operated in accordance with all applicable local and State laws.
- (c) Landscapes using recycled water are considered Special Landscape Areas. The ET Adjustment Factor for new and existing (non-rehabilitated) Special Landscape Areas shall not exceed 1.0.

§ 25-49 Graywater Systems.

- (a) Graywater systems promote the efficient use of water and are encouraged to assist in on-site landscape irrigation. All graywater systems shall conform to the California Plumbing Code (Title 24, Part 5, Chapter 16) and any applicable local ordinance standards. Refer to Section 25-34(d) for the applicability of this ordinance to landscape areas less than 2,500 square feet with the Estimated Total Water Use met entirely by graywater.

§ 25-50 Stormwater Management and Rainwater Retention.

- (a) Stormwater management practices minimize runoff and increase infiltration which recharges groundwater and improves water quality. Implementing stormwater best management

practices into the landscape and grading design plans to minimize runoff and to increase on-site rainwater retention and infiltration are encouraged.

- (b) Project applicants shall refer to the City of Porterville and Regional Water Quality Control Board for information on any applicable stormwater technical requirements.
- (c) All planted landscape areas are required to have friable soil to maximize water retention and infiltration. Refer to Section 25-40(a)(3).
- (d) It is strongly recommended that landscape areas be designed for capture and infiltration capacity that is sufficient to prevent runoff from impervious surfaces (i.e., roof and paved areas) from either:
 - (1) the one inch, 24-hour rain event, or
 - (2) the 85th percentile, 24-hour rain event, and/or
 - (3) additional capacity as required by any applicable local, regional, state or federal regulation.
- (e) It is recommended that storm water projects incorporate any of the following elements to improve on-site storm water and dry weather runoff capture and use:
 - Grade impervious surfaces, such as driveways, during construction to drain to vegetated areas.
 - Minimize the area of impervious surfaces such as paved areas, roof and concrete driveways.
 - Incorporate pervious or porous surfaces (e.g., gravel, permeable pavers or blocks, pervious or porous concrete) that minimize runoff.
 - Direct runoff from paved surfaces and roof areas into planting beds or landscaped areas to maximize site water capture and reuse.
 - Incorporate rain gardens, cisterns, and other rain harvesting or catchment systems.
 - Incorporate infiltration beds, swales, basins and drywells to capture storm water and dry weather runoff and increase percolation into the soil.
 - Consider constructed wetlands and ponds that retain water, equalize excess flow, and filter pollutants.

§ 25-51 Public Education.

- (a) Publications. Education is a critical component to promote the efficient use of water in landscapes. The use of appropriate principles of design, installation, management and maintenance that save water is encouraged in the community.
 - (1) The City of Porterville shall provide information to owners of permitted renovations and new single-family residential homes regarding the design, installation, management, and maintenance of water efficient landscapes based on a water budget.
- (b) Model Homes. All model homes shall be landscaped and use signs and written information to demonstrate the principles of water efficient landscapes described in this ordinance.

- (1) Signs shall be used to identify the model as an example of a water efficient landscape featuring elements such as hydrozones, irrigation equipment, and others that contribute to the overall water efficient theme. Signage shall include information about the site water use as designed per this ordinance; specify who designed and installed the water efficient landscape; and demonstrate low water use approaches to landscaping such as using native plants, graywater systems, and rainwater catchment systems.
- (2) Information shall be provided about designing, installing, managing, and maintaining water efficient landscapes.

§ 25-52 Irrigation Audit, Irrigation Survey, and Irrigation Water Use Analysis, Existing.

- (a) This section shall apply to all existing landscapes that were installed before December 3, 2015, and are over one acre in size.
 - (1) For all landscapes in Section 25-52(a) that have a water meter, the City of Porterville shall administer programs that may include, but not be limited to, irrigation water use analyses, irrigation surveys, and irrigation audits to evaluate water use and provide recommendations as necessary to reduce landscape water use to a level that does not exceed the Maximum Applied Water Allowance for existing landscapes. The Maximum Applied Water Allowance for existing landscapes shall be calculated as: $MAWA = (0.8)(ET_o)(LA)(0.62)$.
 - (2) For all landscapes in Section 25-52(a) that do not have a meter, the City of Porterville shall administer programs that may include, but not be limited to, irrigation surveys and irrigation audits to evaluate water use and provide recommendations as necessary in order to prevent water waste.
- (b) All landscape irrigation audits shall be conducted by a third party certified landscape irrigation auditor.

§ 25-53 Water Waste Prevention.

- (a) The City of Porterville shall prevent water waste resulting from inefficient landscape irrigation by prohibiting runoff from leaving the target landscape due to low head drainage, overspray, or other similar conditions where water flows onto adjacent property, non-irrigated areas, walks, roadways, parking lots, or structures.
- (b) Restrictions regarding overspray and runoff may be modified if:
 - (1) the landscape area is adjacent to permeable surfacing and no runoff occurs; or
 - (2) the adjacent non-permeable surfaces are designed and constructed to drain entirely to landscaping.

§ 25-54 Effective Precipitation.

- (a) The City of Porterville will consider Effective Precipitation (25% of annual precipitation) in tracking water use and will use the following equation to calculate Maximum Applied Water Allowance:

$MAWA = (ET_o - Eppt) (0.62) [(0.55 \times LA) + (0.45 \times SLA)]$ for residential areas.

$MAWA = (ET_o - Eppt) (0.62) [(0.45 \times LA) + (0.55 \times SLA)]$ for non-residential areas.

§ 25-55 Prescriptive Compliance Option.

- (a) Any project with an aggregate landscape area of 2,500 square feet or less may comply with the prescriptive compliance option as an alternative to the other performance requirements of this ordinance.
- (b) Compliance with the following items is mandatory and must be documented on a landscape plan in order to use the prescriptive compliance option:
 - (1) Submit a Landscape Documentation Package which includes the following elements:
 - (A) date
 - (B) project applicant
 - (C) project address (if available, parcel and/or lot number(s))
 - (D) total landscape area (square feet), including a breakdown of turf and plant material
 - (E) project type (e.g., new, rehabilitated, public, private, cemetery, homeowner-installed)
 - (F) water supply type (e.g., potable, recycled, well) and identify the local retail water purveyor if the applicant is not served by a private well
 - (G) contact information for the project applicant and property owner
 - (H) applicant signature and date with statement, "I agree to comply with the requirements of the prescriptive compliance option to the MWEL0".
 - (2) Incorporate compost at a rate of at least four cubic yards per 1,000 square feet to a depth of six inches into landscape area (unless contra-indicated by a soil test)
 - (3) Plant material shall comply with all of the following:
 - (A) For residential areas, install climate adapted plants that require occasional, little or no summer water (average WUCOLS plant factor 0.3) for 75% of the plant area excluding edibles and areas using recycled water; For non-residential areas, install climate adapted plants that require occasional, little or no summer water (average WUCOLS plant factor 0.3) for 100% of the plant area excluding edibles and areas using recycled water;
 - (B) A minimum three inch (3") layer of mulch shall be applied on all exposed soil surfaces of planting areas except in turf areas, creeping or rooting groundcovers, or direct seeding applications where mulch is contraindicated.
 - (4) Turf shall comply with all of the following:

- (A) Turf shall not exceed 25% of the landscape area in residential areas, and there shall be no turf in non-residential areas;
 - (B) Turf shall not be planted on sloped areas which exceed a slope of one foot vertical elevation change for every four feet of horizontal length;
 - (C) Turf is prohibited in parkways less than 10 feet wide, unless the parkway is adjacent to a parking strip and used to enter and exit vehicles. Any turf in parkways must be irrigated by sub-surface irrigation or by other technology that creates no overspray or runoff.
- (5) Irrigation systems shall comply with the following:
- (A) Automatic irrigation controllers are required and must use evapotranspiration or soil moisture sensor data.
 - (B) Irrigation controllers shall be of a type which does not lose programming date in the event the primary power source is interrupted.
 - (C) Pressure regulators shall be installed on the irrigation system to ensure the dynamic pressure of the system is within the manufacturers recommended pressure range.
 - (D) Manual shut-off valves (such as a gate valve, ball valve, or butterfly valve) shall be installed as close as possible to the point of connection of the water supply.
 - (E) All irrigation emission devices must meet the requirements set in the ANSI standard, ASABE/ICC 802-2014. "Landscape Irrigation Sprinkler and Emitter Standard," All sprinkler heads installed in the landscape must document a distribution uniformity low quarter of 0.65 or higher using the protocol defined in ASABE/ICC 802-2014.
- (c) At the time of final inspection, the permit applicant must provide the owner of the property with a certificate of completion, certificate of installation, irrigation schedule and a schedule of landscape and irrigation maintenance.

§ 25-56 Penalties.

- (a) Penalties for violation of this Division will be imposed as prescribed in Chapter 1 of the Porterville Municipal Code.

§ 25-57 Reporting.

- (a) The City of Porterville will report on implementation and enforcement of this Division to the Department of Water Resources on an annual basis, not later than January 31st of each year.
- (b) The report shall include the following information:
 - (1) The number and types of projects subject to the ordinance during the specified reporting period.

- (2) The total area (in square feet or acres) subject to the ordinance over the reporting period, if available.
- (3) The number of new housing starts, new commercial projects, and landscape retrofits during the reporting period.
- (4) The procedure for review of projects subject to the ordinance.
- (5) Actions taken to verify compliance. If a plan check was performed, note by which entity. If a site inspection was performed, note by which entity. If a post-installation audit was required, note by whom.
- (6) Describe enforcement measures.
- (7) Explain challenges to implementing and enforcing the ordinance.
- (8) Describe educational and other needs to properly apply the ordinance.

SECTION 2:

Amend Sections 25-5 and 25-5.1 and relocate to Chapter 25, Article 1, Division 6, as follows:

§ 25-58 Wasteful Use of Water Prohibited.

In addition to all protocols within this Division adopted with the intent to increase efficient outdoor water use, property owners and residents shall use reasonable care to prevent the waste of water. Water shall not be allowed to run or waste from a property onto streets or highways, and shall not be used to wash 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.

§ 25-59 City Water Conservation Plan.

The City Council has adopted by resolution its water conservation plan which sets forth water conservation phases and conservation measures including mandatory restrictions on water usage by property owners and water consumers. Violation of the measures in effect, currently and as may be amended by resolution from time to time, pursuant to the applicable phase of the water conservation plan, shall be enforceable as set forth per any applicable remedy provisions in this code, including but not limited to, Sections 1-9 and 1-10, Chapter 2, Article XIV of this Code, and/or this Division. The City's water conservation plan is deemed to be the City's "Water Shortage Contingency Plan" as per applicable state law.

SECTION 3:

Amend Section 25-16.2, in order to maintain consistency with other recently adopted policy, as follows:

The City Council, shall have authority for approval of requests for water service outside city limits, if applicant meets all other conditions as required by this code and the annexation and municipal

services policy, and all other pertinent regulations. Consideration of said request shall be in conjunction with approval of required City permits, Tulare LAFCo Extra-territorial Service Agreement, and payment of applicable fees.

SECTION 4:

Amend Chapter 21, Section 301.06 of the Porterville Development Ordinance as follows:

Commercial crop cultivation is allowed as an interim use in zones designated in series 200 of this chapter. Land use regulations as identified in series 200 and elsewhere in this Chapter apply.

(a) Purpose And Intent

- (1) It is the purpose and intent of this section to provide opportunity for interim use of land within city limits until such time as the development market supports the intended development of said lands.
- (2) Commercial crop cultivation can be allowed on an interim basis only where the impacts of an agricultural operation will not be detrimental to the health, safety, peace, or general welfare of persons residing or working in the surrounding area.
- (3) Crop cultivation allowed under the premises of this section is secondary to its availability for urban development and should be available for development as an urban use when market conditions improve for such a use.
- (4) Use of a subject site for crop cultivation for an interim period does not result in the land being construed as an agricultural resource requiring protection or preservation.
- (5) If residentially zoned, the land, regardless of the status of its agricultural use, will be considered in the City's housing element and the regional housing needs assessment (RHNA) as available for residential use.
- (6) The key intent of this section is to limit the use to a time period that is appropriate to the type of agricultural crop to be planted, to allow sufficient time for a reasonable profit to be realized while assuring that the use is interim in nature. At its discretion, the City Council may set time periods to limit the use to a specific amount of time.
- (7) This section shall not be construed to apply to animal confinement.

(c) Considerations

The following factors will be considered on a project by project basis to determine if commercial crop cultivation is an appropriate use for a particular site. The Council may consider the following factors or others as may be appropriate, based on the location of the proposed use and its proximity to urban uses and may consider limiting some crop types due to impacts of excessive noise, dust, vibration, odors or other effects on surrounding uses.

- (1) No "right to farm" is conveyed or otherwise implied with the use.

- (2) The area to be farmed is of adequate size, dimension and topography to accommodate the proposed use.
- (3) The burning of agricultural waste/trimmings/etc., on the property will not create a public nuisance or a danger due to the close proximity of urban uses.
- (4) On site sale of crops is allowed in accordance with subsection D, "Sale Of Agricultural Crops", of this section.
- (5) The use does not involve the installation of underground storage tanks.
- (6) Best management practices to reduce spray drift will be implemented.
- (7) Wells, as needed to serve the subject site, are subject to California Department of Public Health Services approval and review of the City engineer.
- (8) Irrigation water runoff, if any, can be contained on site.
- (9) Use of municipal water for irrigation is prohibited.
- (10) The area shall be groomed of weeds and agricultural waste regularly to reduce potential fire hazard, proliferation of pests, and unsightly conditions.
- (11) Equipment and vehicles related to the active farming operation of the site shall not be parked in the public right of way and vehicular circulation related to the use shall occur on site.
- (12) The applicant shall remove all abandoned crops upon discontinuation of the use.

SECTION 5:

Amend Chapter 21, Section 303 of the Porterville Development Ordinance as follows:

303.01: PURPOSE:

The specific purposes of the landscaping regulations are to:

- (a) Improve the appearance of the community by requiring aesthetically pleasing landscaping on public and private sites;
- (b) Aid in energy conservation by providing shade from the sun and shelter from the wind;
- (c) Soften the appearance of parking lots and other development through landscaping;
- (d) Promote conservation of water resources through the use of native and drought tolerant plants, and water conserving irrigation practices; and
- (e) Minimize or eliminate conflicts between potentially incompatible but otherwise permitted land uses on adjoining lots through visual screening.

303.02: APPLICABILITY:

The standards of this chapter apply to all new development or improvements subject to project review and building permits.

303.03: LANDSCAPE DESIGN PRINCIPLES:

The following design principles are general standards to be used by city staff in evaluating whether landscape plans conform to the requirements of this article:

- (a) Natural Landscapes: Landscape designs shall incorporate and enhance existing natural landscapes and existing specimen trees and native vegetation (including canopy, understory, and ground cover). Particular care shall be given to preserve intact natural landscapes. Where previous landscaping has dramatically altered natural landscapes, new designs shall seek to reestablish natural landscape patterns and plantings. Natural landscapes and native vegetation do not include weeds.
- (b) Composition: The quality of a landscape design is dependent not only on the quantity and selection of plant materials but also on how that material is arranged. Landscape materials shall include a combination of ground covers, shrubs, vines and trees with a variety of plant heights and colors.
- (c) Buffering And Screening: The placement of natural landscape materials (trees, shrubs, and hedges) is the preferred method for buffering differing land uses, for providing a transition between adjacent properties, and for screening the view of any parking or storage area, refuse collection, utility enclosures, or other service area visible from a public street, alley, or pedestrian area. Plants may be used with fences or berms to achieve the desired screening or buffering effect. When used to screen an activity area such as a parking lot, landscaping shall not interfere with public safety.
- (d) Responsive To Local Context And Character: Landscape designs shall build on the site's and area's unique physical characteristics, conserving and complementing existing natural features. Naturalistic design elements such as irregular plant spacing, undulating berm contours, and mixed proportions of plant species shall be used to ensure that new landscaping blends in and contributes to the quality of the surrounding area. Selection and spacing of plant material shall be reflective of the surrounding area's character.
- (e) Use Of Native And Drought Resistant Plants: Landscape designs shall feature native and/or related plant species and avoid invasive species, especially in areas adjacent to existing native vegetation, to take advantage of the unique natural character and diversity of the region and the adaptability of native plants to local environmental conditions. Where feasible, the reestablishment of native habitats shall be incorporated into the landscape design. In the same manner, landscape designs shall utilize drought tolerant plant materials to the maximum extent feasible. The use of drought tolerant plants shall enrich the existing landscape character, conserve water and energy, and provide as pleasant and varied a visual appearance as plants that require more water.

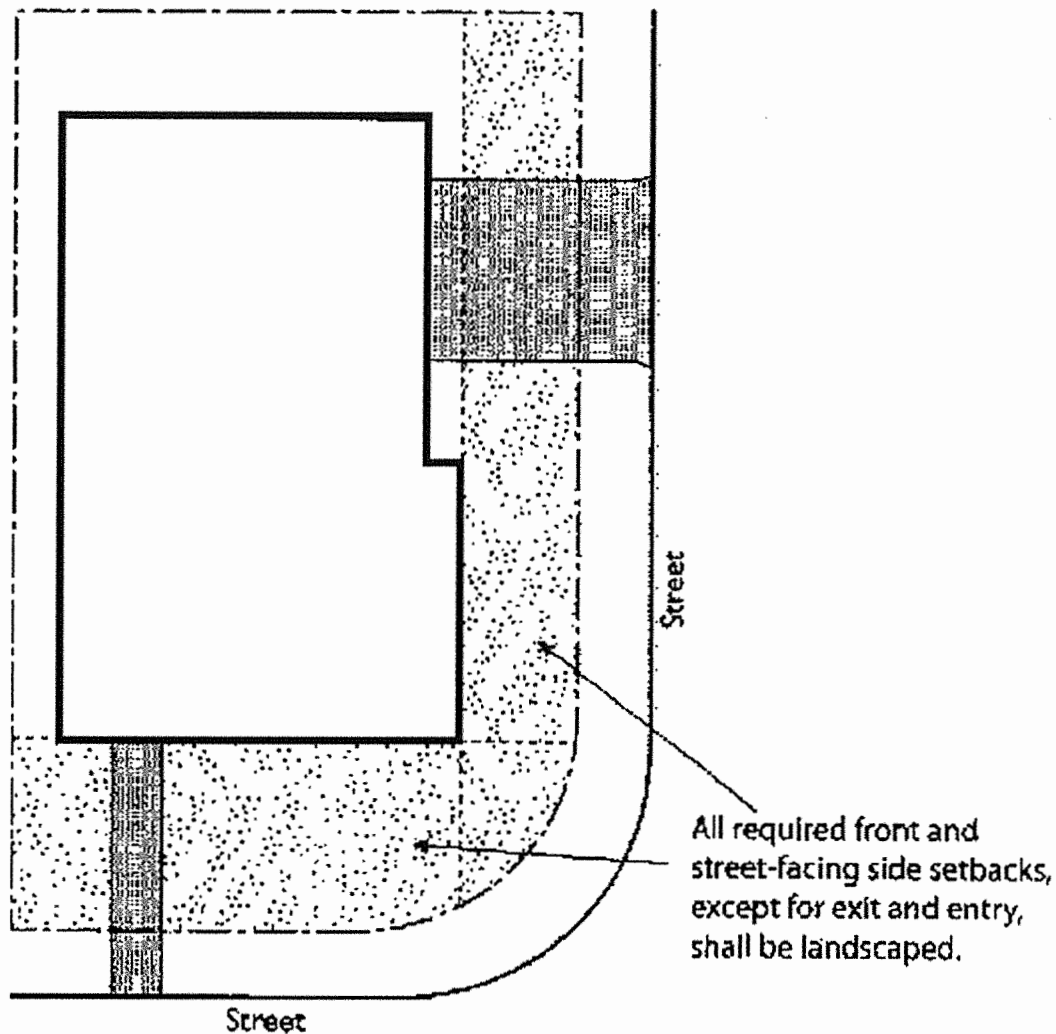
- (f) Continuity And Connection: Landscaping shall be designed within the context of the surrounding area, provided that the landscaping is also consistent with these design principles. Where the design intent and the surrounding landscape is naturalistic, plant materials shall blend well with adjacent properties, particularly where property edges meet, to create a seamless and natural landscape. Where the design intent and the surrounding landscape is formal, consistent or similar plant material and spacing shall be utilized. Exceptions shall be made when seeking to create a transition between uses, districts, and tiers.
- (g) Enhancing Architecture: Landscape designs shall be compatible with and enhance the architectural character and features of the buildings on site, and help relate the building to the surrounding landscape. Major landscape elements shall be designed to complement architectural elevations and rooflines through color, texture, density, and form on both vertical and horizontal planes. Landscaping shall be in scale with on site and adjacent buildings. Plant material shall be installed at an appropriate size and allowed to accomplish these intended goals. When foundation planting is required, plantings and window boxes shall incorporate artistic elements and be compatible with a building's architectural character.

303.04: AREAS TO BE LANDSCAPED:

The following areas shall be landscaped, and may count toward the total area of site landscaping required by the zoning district regulations:

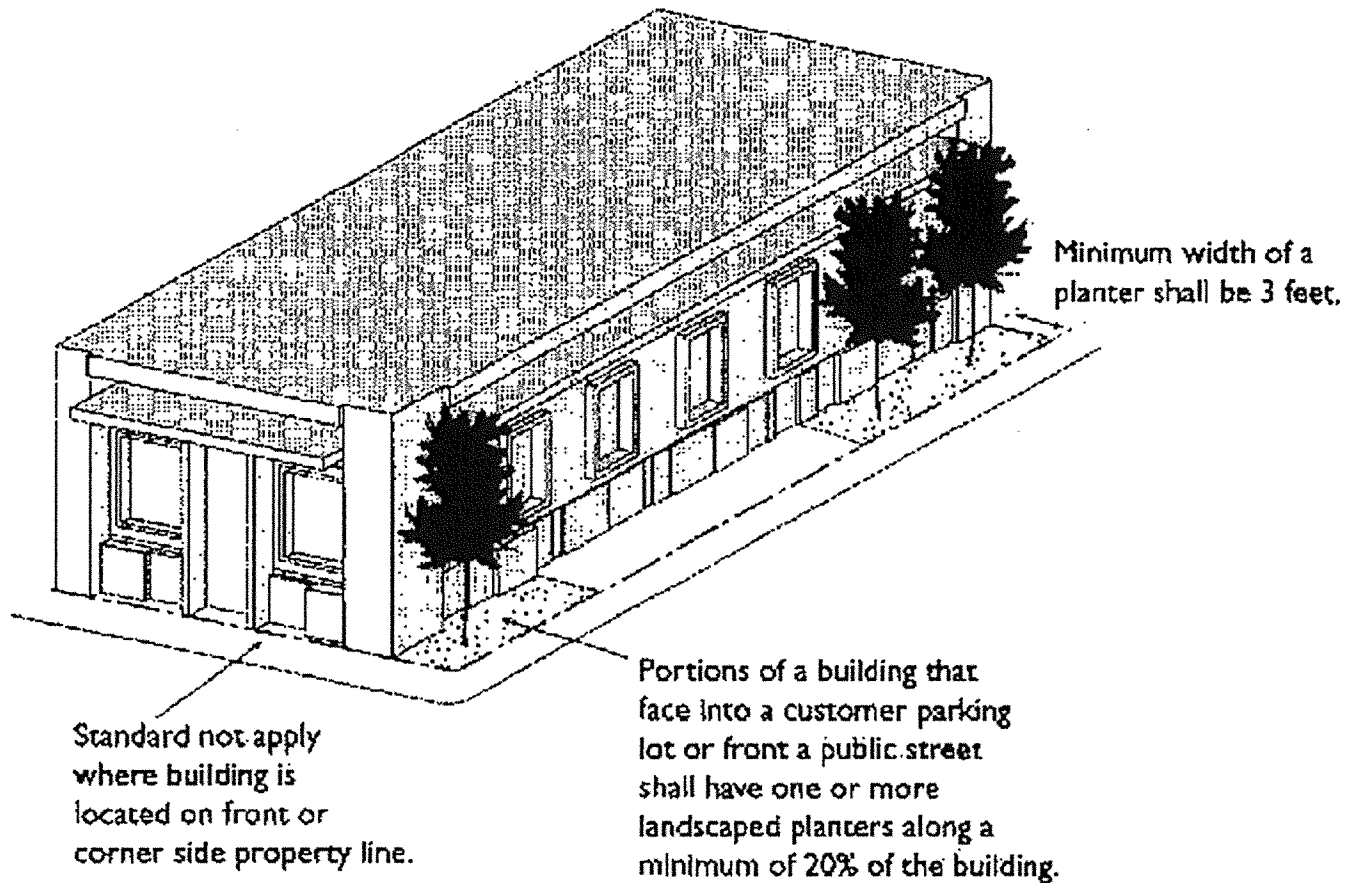
- (a) Required Setbacks: All required front and street facing side setbacks, except for areas used for exit and entry, shall be landscaped.

FIGURE 303.04A: REQUIRED SETBACKS



- (b) Interior Property Lines Abutting R Districts: A minimum five foot (5') wide landscape buffer shall be provided along interior property lines, where no building abuts a property line, in districts adjacent to an R district.
- (c) Building Perimeters: The portions of a building facade that face onto a customer parking lot or front a public street shall have one or more landscape planters installed along a minimum twenty percent (20%) of that building face. The minimum width of the planter shall be three feet (3'). This standard does not apply where a building is located on the front or corner side property line and there is no setback between the building and the property line.

FIGURE 303.04C: BUILDING PERIMETERS



- (d) Landscaping In Parking Areas: Parking areas shall be landscaped as required by article 304, "On Site Parking And Loading", of this series.
- (e) Orchards And Gardens: Areas permanently and solely dedicated to edible plants such as orchards and vegetable gardens.
- (f) Unused Areas: All areas of a project site not intended for a specific use, including areas planned for future phases of a phased development, shall be landscaped or left in a natural state. Access to the unused portion of the site shall be prohibited by a concrete curb, timber barrier or other barrier not less than six inches (6") high.

303.05: GENERAL LANDSCAPING STANDARDS:

(a) Materials:

- (1) General: Landscaping shall consist of a combination of ground covers, shrubs, vines, and trees. Landscaped areas may include paved or graveled surfaces, provided they do not cover more than ten percent (10%) of the area required to be landscaped. Plant materials shall be selected from those species and varieties known to thrive in the

Porterville climate and/or listed in Sunset's "Western Garden Book, Region No. 9". Recirculating water shall be used for decorative water features.

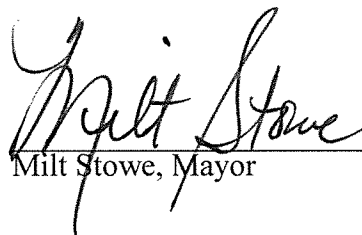
- (2) Ground Cover Materials: Ground cover shall be of living organic plant material. Ground cover may include grasses. The exclusive or majority use of nonplant materials such as gravel, colored rock, cinder, bark, and similar materials may not be used to meet the minimum planting area requirements required by this article. Mulch is not a substitute for ground cover plants.
 - (3) Turf Allowance/Drought Tolerant Materials: The maximum amount of lawn in required landscape areas shall be twenty five percent (25%) except for turf areas that comprise an essential component of a project (e.g., golf courses or playing fields), which are exempt from this limit. The installation of turf on slopes greater than twenty five percent (25%) is prohibited. The use of drought tolerant or artificial turf plant materials is preferred in these applications to conserve the city's water resources.
 - (4) Mulch: A minimum two inch (2") layer of mulch shall be applied on all exposed soil surfaces of planting areas except in turf areas, creeping or rooting ground covers or other special planting situations where mulch is not recommended. Stabilizing mulching products shall be used on slopes.
 - (5) Size And Spacing: Plant materials shall be grouped in hydrozones in accordance with their respective water, cultural (soil, climate, sun and light) and maintenance needs. Plants shall be of the following size and spacing at the time of installation:
 - a. Ground Covers: Areas planted in ground cover plants other than grass seed or sod shall be planted at a rate of one per twelve inches (12") on center.
 - b. Shrubs: Shrubs shall be a minimum size of one gallon. When planted to serve as a hedge or screen, shrubs shall be planted with two (2) to four feet (4') of spacing, depending on the plant species.
 - c. Trees: Trees shall be a minimum of fifteen (15) gallons in size with a one inch (1") diameter at breast height (dbh) spaced at thirty five feet (35') on center. Newly planted trees shall be supported with stakes or guywires.
- (b) Dimension Of Landscaped Areas: No landscaped area smaller than three feet (3') in any horizontal dimension shall count toward required landscaping.
- (c) Drivers' Visibility: Trees and shrubs shall be planted and maintained so that at maturity they do not interfere with traffic safety sight areas, or public safety. Notwithstanding other provisions of this section, landscaping must comply with Section 300.16, "Visibility At Driveways And Intersections (Sight Distance)", of this series.

303.06: INSTALLATION AND COMPLETION:

- (a) Consistency With Approved Plans: All landscaping and screening shall be installed consistent with approved plans and specifications, in a manner designed to promote and maintain healthy plant growth.
- (b) Timing Of Installation: Required landscaping and screening shall be installed prior to the issuance of a certificate of occupancy for the associated project.
- (c) Exception- Assurance Of Landscaping Completion: The zoning administrator may permit the required landscaping to be installed within one hundred twenty (120) days after the issuance of a certificate of occupancy in special circumstances related to weather conditions or plant availability. A surety in the amount equal to one hundred fifty percent (150%) of the estimated cost of landscaping, including materials and labor, as well as an agreement that the required landscaping will be installed within one hundred twenty (120) days, shall be filed with the City to assure completion of landscaping installation within such time. The surety may take the form of cash deposit; and together with the agreement, would provide for payment to the City of any costs incurred in contracting for completion of the required landscaping.
- (d) Certification Of Substantial Completion: Upon completion of the installation of the landscaping and irrigation system, a field observation shall be completed by the licensed project contractor. A certificate of substantial completion shall be submitted to the City by the licensed project contractor. The certificate shall specifically indicate that the plants were installed as specified, that the irrigation system was installed as designed, along with a list of any deficiencies.

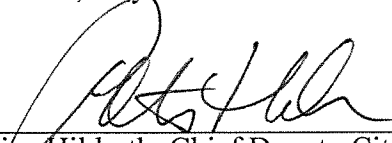
SECTION 6: This ordinance shall be in full force and effect thirty days from and after its publication and passage.

PASSED, APPROVED, AND ADOPTED this 17th day of November, 2015.


Milt Stowe, Mayor

ATTEST:

John D. Lollis, City Clerk

By: 
Patrice Hildreth, Chief Deputy City Clerk

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

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

THAT the foregoing ordinance is a true and correct copy of Ordinance No. 1830, passed and adopted by the Council of the City of Porterville at a regular meeting held on the 17th day of November, 2015, 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 December 17, 2015, at which time said ordinance is deemed to be in full force and effect.

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

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

JOHN D. LOLLIS, City Clerk


By: Luisa M. Zavala, Deputy City Clerk

ORDINANCE NO. 901

AN ORDINANCE OF THE CITY COUNCIL OF THE
CITY OF PORTERVILLE AMENDING SECTION
25-54 AND ADDING SECTION 25-32.1 TO THE
CODE OF THE CITY OF PORTERVILLE AND REGU-
LATING SEWER AND WATER LINE CONNECTIONS

THE CITY COUNCIL OF THE CITY OF PORTERVILLE DO ORDAIN AS FOLLOWS:

SECTION A. That Section 25-54 of the Code of the City of Porterville is hereby amended to read as follows:

Section 25-54. In no event shall any owner of property benefited by the sewer constructed pursuant to this division or other person in possession or control of such real property be permitted to connect thereto without first paying, or by written agreement arranging to pay, the prorated charges placed against the property by the City Manager. The Council may, by resolution, establish provisions whereby property owners may pay sewer connection fees in installments over a period of time not to exceed three years.

SECTION B. That Section 25-32.1 is hereby added to the Code of the City of Porterville. Said Section shall read as follows:

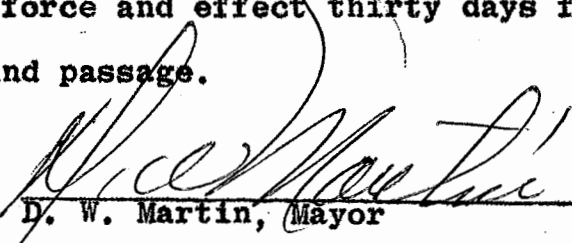
Section 25-32.1. Connection not to be made until prorated charge is paid.

In no event shall any owner of property benefited by the water line constructed pursuant to this division, or other person in possession or control of such real property, be permitted to connect thereto without first paying, or by written agreement arranging to pay, the prorated charges placed against the property by the City Manager. The Council may, by resolution, establish provisions whereby property owners may pay water connection fees in installments over a period of time not to exceed three years.

SECTION C. That this ordinance, code addition and code amendment shall be in full force and effect thirty days from and after its publication and passage.

ATTEST:


Roy R. Pederson, City Clerk


D. W. Martin, Mayor

STATE OF CALIFORNIA)
 (SS
COUNTY OF TULARE)

ROY R. PEDERSON, the duly qualified and acting City Clerk of the City of Porterville does hereby certify:

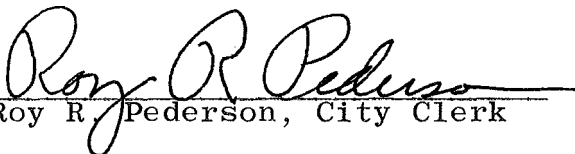
THAT the foregoing ordinance is a true and correct copy of Ordinance No. 901 passed and adopted by the Council of the City of Porterville at a meeting held on the 16th day of April, 1968; that by the terms and provisions of the Charter of the City of Porterville, said ordinance became effective on the 15th day of May, 1968 and said ordinance is in full force and effect.

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

AYES: COUNCILMEN: Benson, Hanson, Spencer, Williams, and Martin

NOES: COUNCILMEN: None

ABSENT: COUNCILMEN: None



Roy R. Pederson, City Clerk

**STATE WATER RESOURCES CONTROL BOARD
RESOLUTION NO. 2024-0019**

**ADOPTING A REGULATION
TO MAKE CONSERVATION A CALIFORNIA WAY OF LIFE**

WHEREAS:

1. Many Californians and urban water suppliers have taken bold, creative, and sometimes-challenging steps over the years to use water more efficiently.
2. In 2018, the California State Legislature enacted Senate Bill (SB) 606 and Assembly Bill (AB) 1668 to establish guidelines for efficient urban water use and a framework for the implementation and oversight of new efficiency standards.
3. Water Code section 10609.2, added by AB 1668, directs the State Water Resources Control Board (State Water Board or Board), in coordination with the Department of Water Resources (Department), to adopt, through a regulation, standards for the efficient use of water and performance measures for commercial, industrial, and institutional water use. (Wat. Code, § 10609.2, subd. (a).) These standards, along with other standards, such as indoor residential water use standards set by the Legislature in Water Code section 10609.4, standards for water losses set by the Board pursuant to Water Code section 10608.34, and variances, guidelines and methodologies adopted by the Board, are to be used by urban retail water suppliers to set urban water use objectives. (Wat. Code, § 10609.2, subd. (e); Wat. Code, §§ 10609.12, 10609.14, 10609.16, 10609.20.)
4. Water Code section 10609, subdivision (c) established principles to apply to the development and implementation of the long-term standards and the urban water use objective, chief among them that urban retail water suppliers shall retain the flexibility to develop their water supply portfolios, design and implement water conservation strategies, educate their customers, and enforce their rules to meet their urban water use objective.
5. As part of its process for developing recommendations, the Department led 29 public meetings, seven working group workshops, and six stakeholder discussions. The Department provided recommendations to the State Water Board in November 2022. The State Water Board relied on those recommendations in developing the attached regulation.

6. Prior to starting the official rulemaking process, the State Water Board conducted public engagement efforts to inform the framework for the regulation. Board staff hosted 12 public workshops covering an array of topics, including how the regulatory framework might specifically impact trees, parklands, and local wastewater management, and how it might impact water suppliers, communities, and the state. After the rulemaking began, the State Water Board held two public hearings, receiving 140 oral public comments, and staff held 21 working group meetings to better understand issues and concerns raised about the draft regulatory framework by interested parties. Staff also hosted 20 meetings with individual urban retail water suppliers serving disadvantaged communities. Over the course of the multiple comment periods, more than 1,000 formal comment letters were received.
7. The California [Water Supply Strategy](#), the [California Water Plan](#), the [Water Resilience Portfolio](#), and the [Climate Adaptation Strategy](#) recognize the importance of Making Conservation a California Way of Life in safeguarding water resources and preparing California communities for more extreme drought and precipitation conditions.
8. The standards for efficient outdoor water use are achievable now and in the future. More than 70 percent of Californians receive water from suppliers that, according to available data, are already meeting or exceeding their urban water use objectives and will through 2035, when the outdoor standards become a Landscape Efficiency Factor (LEF) of 0.63.

Protecting Water Resources

9. As much as 50 percent of the water applied outdoors in the urban sector is lost due to wind, evaporation, or runoff caused by inefficient irrigation methods or systems. Climate-ready landscapes reduce dry-weather and wet-weather runoff. With deeply rooted climate-appropriate plants and soils enriched with compost and mulch, these landscapes require less irrigation and excel at slowing, spreading, and absorbing precipitation. Limiting runoff protects our water resources from harmful pesticides, nutrients, metals and bacteria, keeping them drinkable, fishable, and swimmable.

Mitigating and Adapting to Climate Change

10. Conserving water can reduce energy use, which reduces greenhouse gas emissions and other co-emitted air pollutants. Energy savings come primarily from avoiding energy used for extracting, conveying, treating, distributing, and the end uses of water (especially heating), as well as the energy use for collecting, treating, and discharging or reusing wastewater.
11. As plants in urban landscapes, trees can require four to ten times less water than turf and can be irrigated much more efficiently, ensuring more of the applied water reaches and is used by the plants. Expanding the urban forest can therefore save water; it can also reduce the urban heat island effect and sequester carbon.
12. California is preparing for changing precipitation patterns, including more frequent and intense atmospheric river storms, more frequent and intense droughts, and other weather extremes. Water conservation will help California communities be more resilient to climate whiplash. In recent droughts, for example, water conservation has been shown to increase carryover storage and enhance water supply reliability.
13. Actions suppliers may take to implement the regulation could include programs to incentivize more efficiently irrigated climate-ready landscapes. In addition to the benefits noted above, climate-appropriate plants need less water in the summer and can provide more habitat for pollinators, insects, and birds. Furthermore, cultivating climate-ready landscapes with the addition of compost and mulch can build healthier soils by using organic materials that might otherwise go to landfills.

Advancing Affordability and Equity

14. Water conservation has been shown to make water more affordable by avoiding the need for more expensive supplies. Intentional effort will be critical to ensure that low-income households can benefit from water conservation programs.
15. Studies have found less tree canopy in disadvantaged communities in California cities. Expanding the urban forest can lower water use, and water bills, as well as reduce cooling needs and costs.

THEREFORE BE IT RESOLVED THAT:

1. The State Water Board adopts a new article 1 in California Code of Regulations, title 23, division 3, chapter 3.5, as appended to this resolution as a regulation, and renumbers existing articles in chapter 3.5.
2. State Water Board staff shall submit the regulation to the Office of Administrative Law (OAL) for review and filing with the Secretary of State.
3. If, prior to OAL filing the regulations with the Secretary of State, State Water Board staff, the State Water Board, or OAL determines that minor corrections to the language of the regulation or supporting documentation are needed for clarity or consistency, the State Water Board Executive Director or the Executive Director's designee may make such changes.
4. The State Water Board directs staff to identify frequently asked questions and broadly disseminate information regarding the regulation.
5. Directs staff to maintain momentum from the regulation's development and to continue robust engagement with representatives of the water supplier, academic, advocacy communities, and others to promote effective implementation of the regulation, identify challenges, and use those mechanisms to provide feedback to future board informational items, including pursuant to resolved paragraph 12.
6. The State Water Board directs staff to coordinate with the Department to identify and pursue opportunities to update landscape area frequently and as soon as feasible, ensuring stakeholder engagement in the process. The Board recognizes the importance of landscape area data for this framework and the challenges involved in updating the data.
7. The State Water Board directs staff to consider affordability and equity when implementing the regulation. To this end, the Board further directs staff to, to the degree possible:
 - a. In coordination with the Department, prioritize technical assistance and compliance support for suppliers that are struggling to meet regulatory obligations and serving areas where the majority of customers reside in disadvantaged communities. This technical assistance may include helping water agency staff understand the

regulation and its requirements; providing support regarding alternative compliance; identifying possible sources of funding for the supplier's efforts; developing or aggregating outreach and education materials; conducting analyses of the accuracy of relevant data; and evaluating whether a supplier could have qualified for any variances.

- b. Engage with suppliers and other organizations to help forge partnerships dedicated to multi-benefit water conservation projects.
 - c. Assess potential equity impacts, including the benefits, of the implementation of the regulation.
 - d. Develop guidance for suppliers regarding strategies to support low-income households. Such strategies may include integrating conservation and low-income rate assistance programs; partnering with community-based organizations to develop or expand programs for the direct installation of water efficient fixtures, appliances, and landscapes; and changing rate structures.
8. The State Water Board will make every effort to implement the regulation in a manner that protects water resources, mitigates and adapts to climate change impacts, and accelerates nature-based solutions. To these ends, the Board directs staff to, to the degree possible:
- a. Coordinate with CalRecycle to develop guidance for suppliers regarding strategies that can be used to help Californians to conserve water while also supporting local and statewide efforts to divert organic waste from landfills, improve soil health with the addition of compost and mulch, and reduce emissions of short-lived climate pollutants.
 - b. Coordinate with CalFIRE to develop guidance for suppliers regarding strategies to keep existing trees healthy, identify climate-ready trees suitable for suppliers' service areas, and increase the urban forest, in alignment with state goals, and coordinate with CalFIRE to provide technical assistance regarding the variance for the irrigation of existing trees.

- c. Coordinate with the California Energy Commission to better integrate and leverage water and energy programs and initiatives, such as the [Building Energy Benchmarking Program](#) and the [Residential Appliance Saturation Study](#).
 - d. Coordinate with the California Department of Fish and Wildlife to develop guidance and strategies that help Californians conserve water while also supporting urban biodiversity.
 - e. Coordinate with the California Air Resources Board to better document and quantify the net greenhouse gas emission reductions associated with water conservation programs and projects.
9. The State Water Board will, to the degree possible, work to streamline suppliers' data reporting by integrating relevant data, including, but not limited to, data that have been previously reported to the state. To this end, the Board directs staff to:
- a. Facilitate annual reporting by compiling and making relevant data publicly available in a machine-readable format.
 - b. Evaluate the sources and quality of relevant data and develop recommendations to better facilitate data streamlining by minimizing duplicative reporting and integrating data reported through other systems and to other state agencies.
 - c. Explore ways to develop an online reporting form that incorporates relevant data.
 - d. To better integrate water conservation and certain supplier operations data, include in the reporting form a field where a supplier can voluntarily provide a link to analyses the supplier conducted in the course of setting fees or charges for water service, or other pertinent information.
10. The State Water Board commits to integrating urban water conservation and the goals of this regulation into other State Water Board programs, to the degree appropriate, including:

- a. Evaluating whether and how the Board could allocate funding to support water conservation efforts. Division of Financial Assistance staff should consider whether and how to incorporate conservation into Drinking Water and Clean Water Intended Use Plans, or the Drinking Water State Revolving Fund and Clean Water State Revolving Fund Policies, as appropriate.

11. With respect to suppliers' possible violations of the regulation, the State Water Board values fair, consistent, progressive, and transparent enforcement. To this end, the Board directs staff to:

- a. Consider the sequencing of actions outlined by the Legislature in Water Code section 10609.26.
- b. Consider what conservation measures the supplier is taking and whether those measures are resulting in the expected and intended savings.
- c. Consider the degree to which the supplier is using or is eligible to use the variances and provisions available, including the variance for the irrigation of existing trees.
- d. Consider the degree to which the supplier is taking reasonable steps to assist and support conservation investments for disadvantaged communities and low-income households.

12. Unless and until directed otherwise, staff shall bring periodic information items to the Board describing the progress staff have made in carrying out the actions identified in this resolution and summarizing the progress suppliers have made in calculating and meeting urban water objectives and carrying out CII performance measures.

13. By December 2028, staff shall present at a Board meeting an update on progress made under the regulations and across the state, coupled with a proposed strategy, developed following public engagement, for Board consideration to prioritize compliance and enforcement actions, recognizing the efforts undertaken by that time to make conservation a California way of life.

14. Nothing in the regulation or in the enforcement provisions of the regulation precludes a local agency from exercising its authority to adopt more stringent conservation measures. Local agencies are encouraged to develop their own progressive enforcement practices to promote conservation.

CERTIFICATION

The undersigned Clerk to the Board does hereby certify that the foregoing is a full, true, and correct copy of a resolution duly and regularly adopted at a meeting of the State Water Resources Control Board held on July 3, 2024.

AYE: Chair E. Joaquin Esquivel
Vice Chair Dorene D'Adamo
Board Member Sean Maguire
Board Member Laurel Firestone
Board Member Nichole Morgan

NAY: None

ABSENT: None

ABSTAIN: None


Courtney Tyler
Clerk to the Board



CITY COUNCIL AGENDA – APRIL 1, 2025

SUBJECT: Consideration of Continuation of the Zero-Fare Program

SOURCE: Public Works

COMMENT: On June 18, 2024, the City Council approved the implementation of a 90-day Zero-Fare Program to assist with the City's transition to in-house public transportation services. The program was subsequently extended on September 17, 2024, and again on November 19, 2024, to support ridership growth and operational stability. The current Zero-Fare Program is set to expire on June 30, 2025.

Since its implementation, the Zero-Fare Program has been successful in increasing access and ridership across Porterville Transit's fixed-route and demand-response (Dial-A-COLT) services. From July 2024 to February 2025, fixed-route ridership increased by 74.33%, while Dial-A-COLT ridership rose by 101.15%, compared to the same period in the prior fiscal year. The program also simplified administrative functions during the City's transition to in-house operations and provided critical access to essential services for Porterville residents.

In light of federal and state funding reductions, reinstating passenger fares is one strategy the City can implement to accommodate the planned reduction in funding.

If the City Council chooses to continue the Zero-Fare Program beyond June 30, 2025, the City's Fiscal Year 2024–2025 allocation from the Low Carbon Transit Operations Program (LCTOP), totaling \$177,690, may be used to support the continuation of fare-free service. While this funding would only cover a portion of the program's cost, it provides a potential resource to maintain zero-fare access in the near term.

Should the City Council choose to discontinue the Zero-Fare Program, staff will continue to participate in regional transit coordination efforts in support of a long-term, unified regional fare collection system. Additionally, staff will present an item at a future City Council meeting for consideration of fare collection equipment and mobile/digital fare payment technology.

RECOMMENDATION: That the City Council consider the future of the Zero-Fare Program and take the following actions:

1. Provide Direction on whether to continue or conclude the Zero-Fare Program beyond June 30, 2025; and
2. If the program is continued, direct staff to utilize the City's FY 2024–2025 LCTOP allocation of \$177,690 to support the continuation of fare-free service;
or
3. If the program is discontinued, direct staff to:
 - a. Continue participating in regional transit coordination efforts to support the long-term goal of a unified regional fare collection system; and
 - b. Return at a future City Council meeting with an item for consideration regarding fare collection equipment and mobile/digital fare payment technology.

ATTACHMENTS:

1. June 18, 2024 Staff Report
2. September 17, 2024 Staff Report
3. November 19, 2024 Staff Report
4. Porterville Transit Ridership
5. 2025 Transit Fares

Appropriated/Funded:

Review By:

Department Director:
Richard Tree, Director of Transportation

Final Approver: Jason Ridenour, Interim City Manager



CITY COUNCIL AGENDA – JUNE 18, 2024

SUBJECT: Request for Approval of a 90-Day Zero-Fare Program for Public Transportation Services Transition

SOURCE: Public Works

COMMENT: Starting July 1, 2024, the City of Porterville will assume responsibility for the administration of its public transportation services. The purpose of this staff report is to request the Council's approval for implementing a 90-day zero-fare program for fixed route and ADA paratransit services, effective from July 1, 2024, to September 29, 2024. The administration of Porterville's public transportation services is undergoing a significant change and this program is designed to assist staff during this transition period. This process involves multiple logistical, operational, and administrative changes that require focused attention and resources from staff. During this transition, it is crucial to ensure a smooth and efficient restart of services to minimize disruptions for our residents.

Implementing a 90-day zero-fare program offers several benefits during this critical transition period:

1. **Operational Focus:** Allowing a zero-fare period will enable staff to concentrate on operational and administrative tasks without the added complexity of fare collection and management.

2. **Customer Relations:** A zero-fare period can help mitigate potential service disruptions, fostering goodwill and understanding among passengers during the transition.

3. **Ridership Analysis:** This period will provide an opportunity to collect data on ridership patterns without fare barriers, offering valuable insights for future service planning and improvements.

4. **Public Awareness:** Launching a zero-fare program can serve as a public relations tool to inform residents about the changes in public transportation services and encourage usage.

5. **Access to Vital Services:** A zero-fare transit system improves residents' access to vital community services, including food, medical appointments, and employment opportunities, thereby enhancing the overall quality of life for our residents.

6. **Cost Efficiency:** Eliminating fare collection can reduce costs related to fare

management, including investment in technological hardware, staffing resources, and longer dwell time.

The financial impact of the proposed 90-day zero-fare program is estimated to be \$100,000, based on current fare revenue data. The loss in revenue will be supplemented by Local Transportation Funds (LTF), ensuring that the program does not negatively impact the overall budget for public transportation services.

Implementing a zero-fare program for 90 days during the transition of public transportation services administration is a strategic approach to support staff, ensure operational efficiency, and maintain positive customer relations. Additionally, it will improve residents' access to vital community services, thereby enhancing their quality of life.

RECOMMENDATION: That the City Council:

1. Approve the 90-day zero-fare program for fixed route and ADA paratransit services, effective July 1, 2024, and ending September 29, 2024;
2. Authorize staff to make necessary adjustments and communicate the program details to the public; and
3. Direct staff to monitor the program's impact and provide a report to the City Council upon completion of the 90-day period.

ATTACHMENTS:

1. Public Communication Plan_90-Day Zero-Fare Program
2. Ridership Data Collection Plan_90-Day Zero-Fare Program

Appropriated/Funded:

Review By:

Department Director:
Richard Tree, Director of Transportation

Final Approver: Patrice Hildreth, City Manager



CITY COUNCIL AGENDA – SEPTEMBER 17, 2024

SUBJECT: Request for Authorization to Extend the Zero-Fare Program for Public Transportation Services

SOURCE: Public Works

COMMENT: On June 18, 2024, the City Council approved a 90-day zero-fare program for fixed-route and ADA paratransit services, set to conclude on September 29, 2024. This initiative was introduced as part of the City of Porterville's transition to directly managing its public transportation services.

During the first two months of the program, ridership increased significantly. Compared to the same period in 2023, fixed-route services saw a 46% rise in ridership in July 2024, and a 50% increase in August 2024, with a total of 57,597 riders across both months. ADA paratransit services also experienced a 31% growth in July 2024, and a 17% rise in August 2024, totaling 808 riders for both months. Additionally, staff is seeing similar positive trends for the first week of September 2024. These figures demonstrate the program's success in promoting public transportation and improving access to essential services for the community.

As the initial zero-fare period nears its end, staff recommends extending the program for an additional 90 days, from September 30, 2024, to December 31, 2024. This extension will provide continued support for operational, logistical, and administrative adjustments as the city transitions to full oversight of transit services.

Staff is actively collaborating with the Tulare County Association of Governments (TCAG) to develop a regional fare collection system. This effort includes seeking grant funding to support the future system's implementation. Extending the zero-fare program will allow time to complete this planning process and ensure a smooth transition to fare collection once the new system is ready.

The estimated cost of extending the zero-fare program is approximately \$100,000, based on current fare revenue data. This shortfall will be covered by Local Transportation Funds (LTF), ensuring no negative impact on the overall transportation budget.

RECOMMENDATION: That the City Council:

1. Approve the extension of the Zero-Fare Program for an additional 90 days, effective September 30, 2024, and ending

December 31, 2024;

2. Authorize staff to make necessary adjustments and communicate the program extension details to the public; and
3. Direct staff to monitor the program's ongoing impact and provide an updated report to the City Council at the end of the extended period.

ATTACHMENTS: 1. June 18, 2024 Staff Report

Appropriated/Funded:

Review By:

Department Director:
Richard Tree, Director of Transportation

Final Approver: Patrice Hildreth, City Manager



CITY COUNCIL AGENDA – NOVEMBER 19, 2024

SUBJECT: Request for Authorization to Extend the Zero-Fare Program for Public Transportation Services

SOURCE: Public Works

COMMENT: The City of Porterville's zero-fare program, initially approved on June 18, 2024, for a 90-day period and later extended on September 17, 2024, has effectively promoted ridership and increased accessibility to essential services. This program launched as part of the City's transition to direct management of its public transportation services, has been well-received, with significant increases in ridership, operational efficiency, and community engagement.

Given these positive outcomes, staff recommends extending the zero-fare program until June 30, 2025, to continue supporting community access to public transportation and fostering operational benefits. Extending the program aligns with the City's strategic goals of maintaining essential transit services and facilitating a smooth transition to a future fare system.

Since implementation, the program has shown the following impacts:

1. **Increased Ridership:** The zero-fare program has contributed to significant growth in public transportation usage. From July to October 2024, fixed-route ridership increased from 77,738 to 132,501 compared to the same period in 2023, marking a 70.4% increase. Similarly, demand response ridership rose from 1,330 to 1,989 during the same timeframe, reflecting a 49.6% increase. These results indicate the program's success in attracting more riders and meeting community transportation needs.
2. **Enhanced Accessibility:** The zero-fare program has improved access for residents to vital services, such as employment, healthcare, and education, positively impacting community well-being.
3. **Operational Focus and Transition Support:** The zero-fare approach has facilitated operational adjustments without the administrative burden of fare collection, supporting a smoother transition to in-house management.

4. Public Awareness and Goodwill: The program has fostered a positive relationship with riders, encouraging public transportation use and expanding community awareness.

The increase in ridership has potential long-term financial benefits for the City. Based on the FTA's Section 5307 apportionment formula, which allocates 50% of funding based on bus vehicle revenue miles (BVRM), the rise in ridership could contribute to a higher allocation of future federal funding. With the significant growth observed, Porterville could expect an estimated \$1,124,806 increase in future FTA funding. This additional funding would support sustainable growth in transit operations and enhance the city's ability to maintain and expand services.

The upcoming six months will allow the City to complete ongoing planning efforts with the Tulare County Association of Governments (TCAG) for a regional fare collection system, including exploring grant opportunities for a sustainable fare system. Extending the zero-fare program until June 30, 2025, aligns with these strategic goals, giving ample time to ensure a smooth transition back to a fare system while maintaining essential transportation access for Porterville residents.

Extending the zero-fare program through June 30, 2025, is estimated to cost approximately \$300,000, which will be covered by Local Transportation Funds (LTF), ensuring that the program remains budget-neutral.

RECOMMENDATION: That the City Council:

1. Approve the extension of the Zero-Fare Program for fixed-route and ADA paratransit services until June 30, 2025;
2. Authorize staff to adjust operational procedures as needed and communicate the program's continuation to the public; and
3. Direct staff to monitor the program's impacts and provide a final report at the end of the extension period.

ATTACHMENTS:

1. June 18, 2024 Staff Report
2. September 17, 2024 Staff Report

Appropriated/Funded:

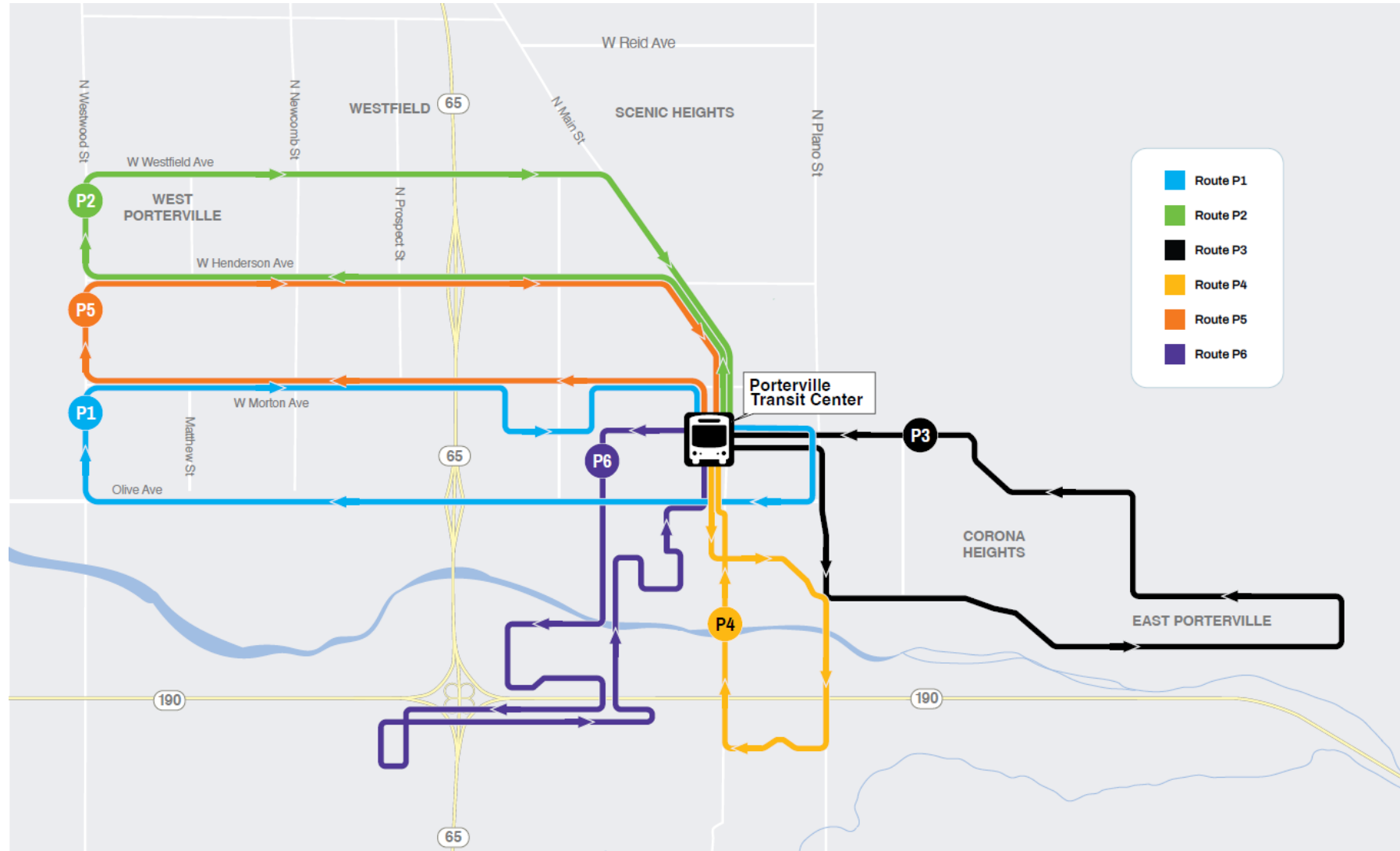
Review By:

Department Director:
Richard Tree, Director of Transportation

Final Approver: Patrice Hildreth, City Manager

Porterville Transit

Fixed Route – System Map

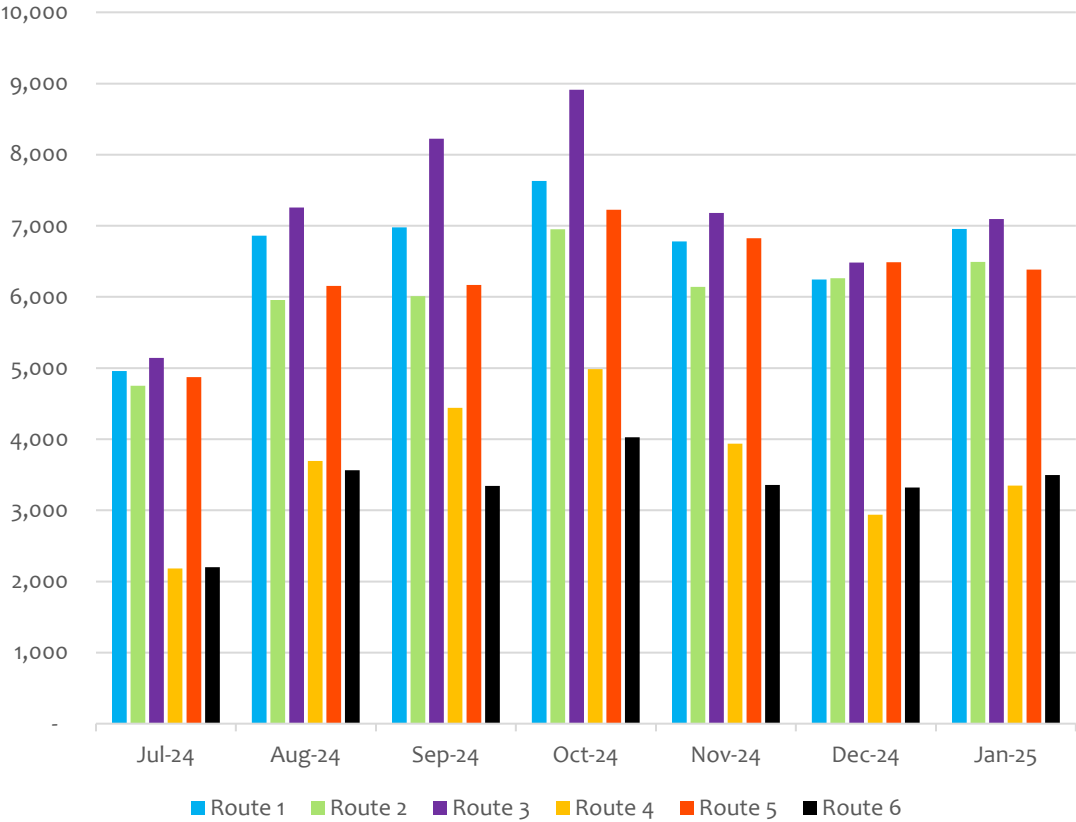


Porterville Transit

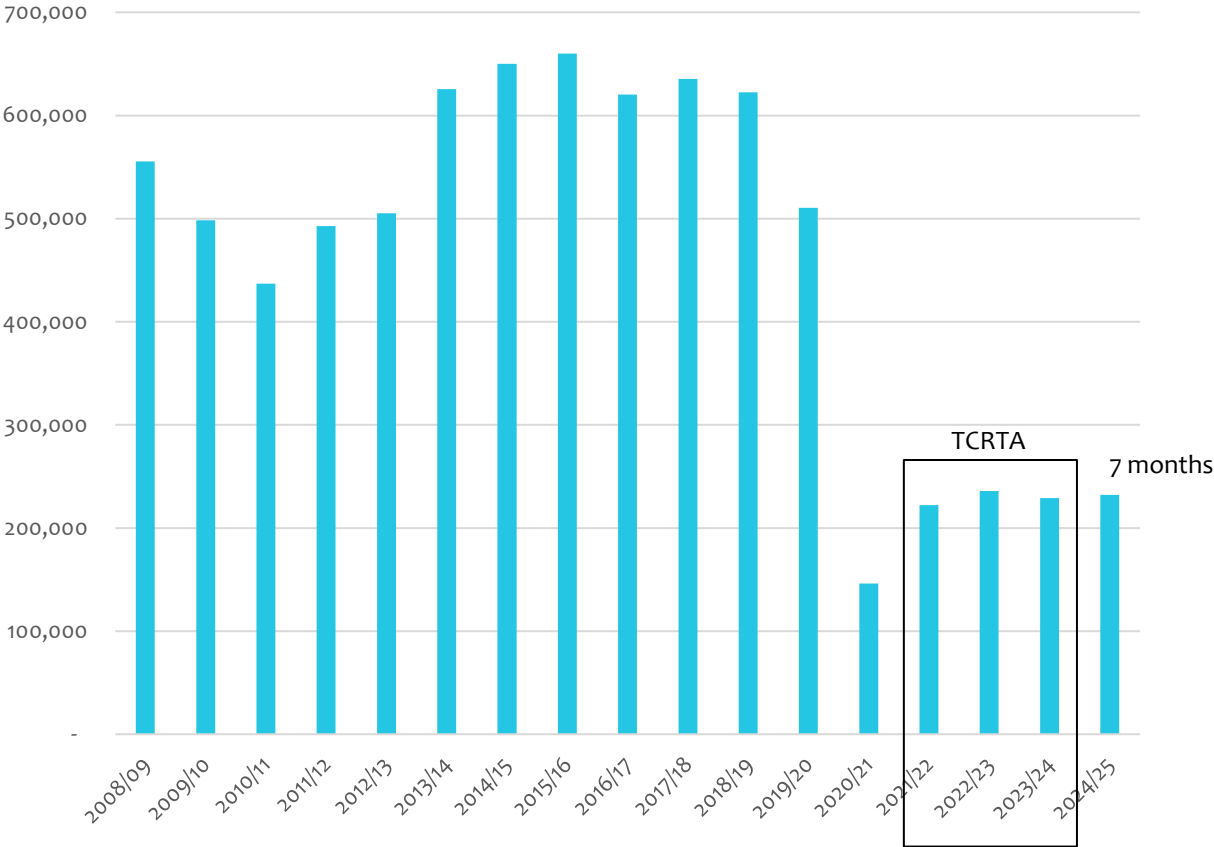
Fixed Route



FY 2024-25 Monthly Ridership (Route Level)



Annual Ridership

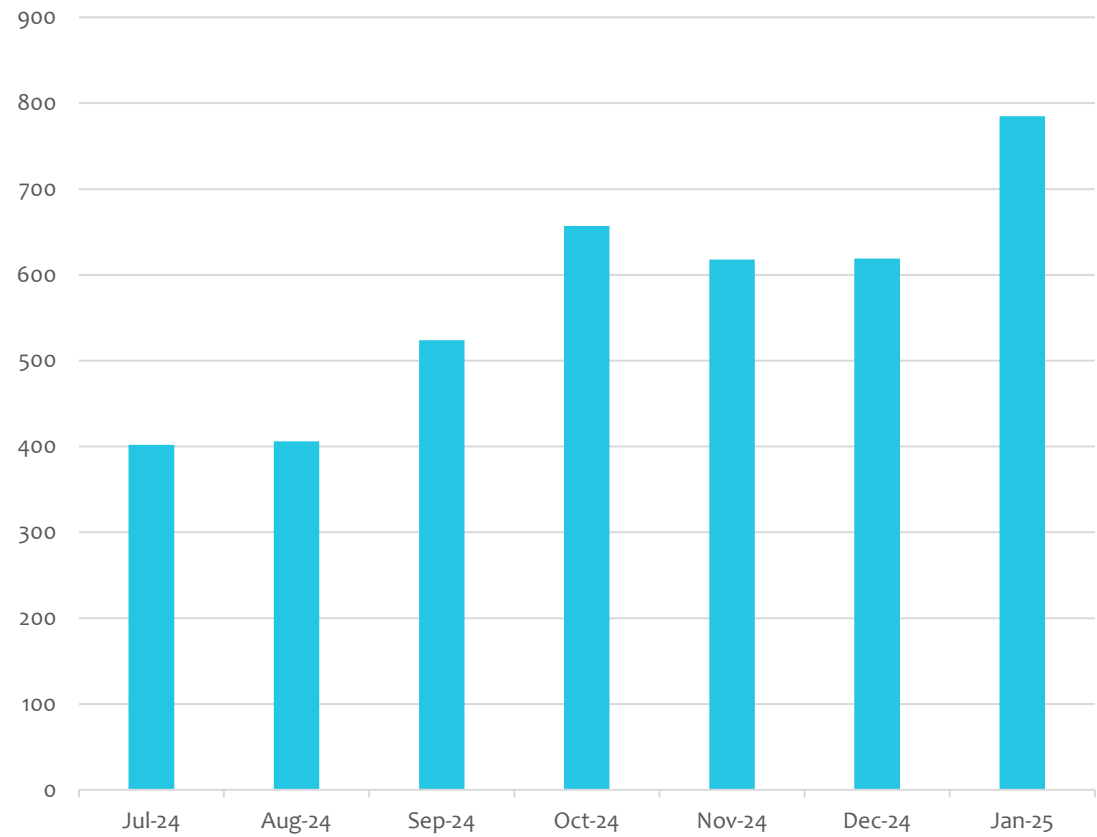


Porterville Transit

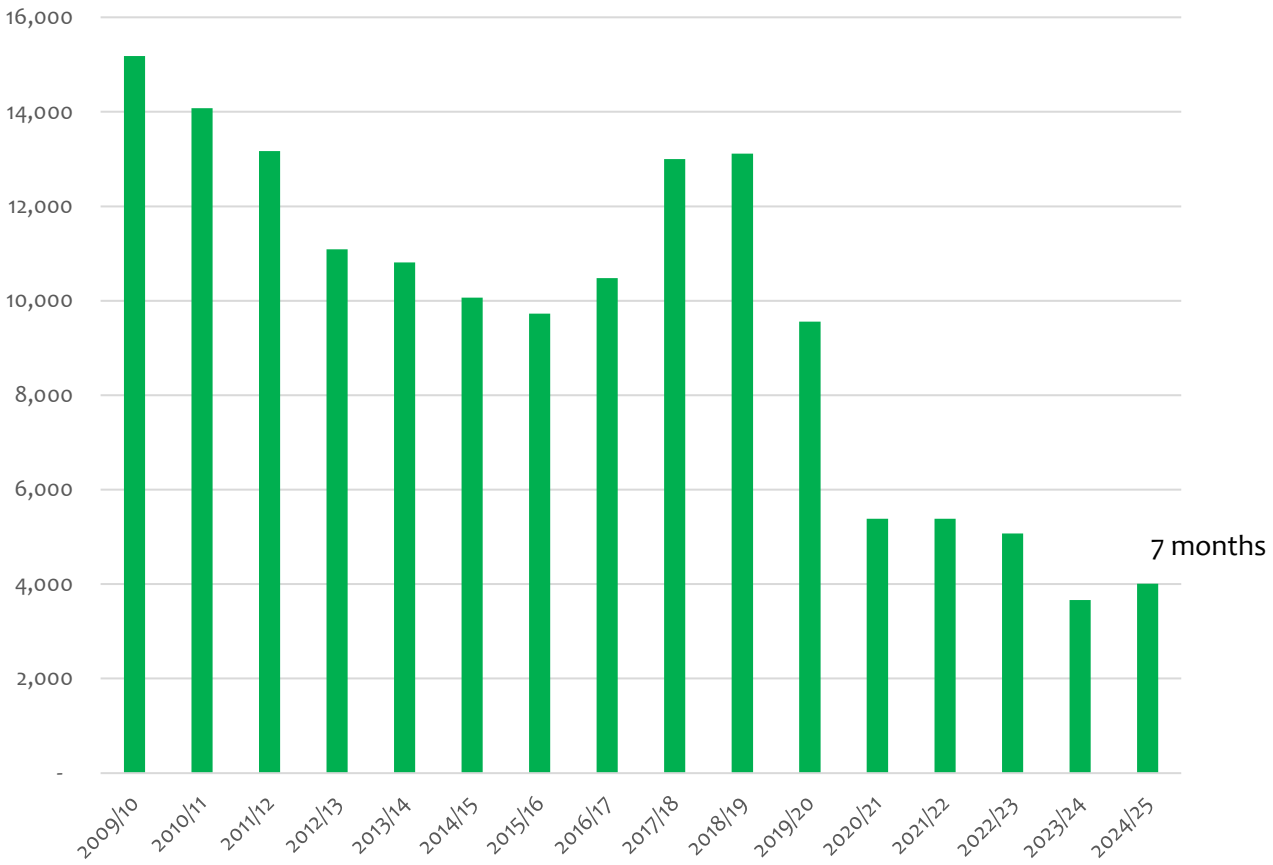
Dial-A-Ride



FY 2024-2025 Monthly Ridership



Annual Ridership

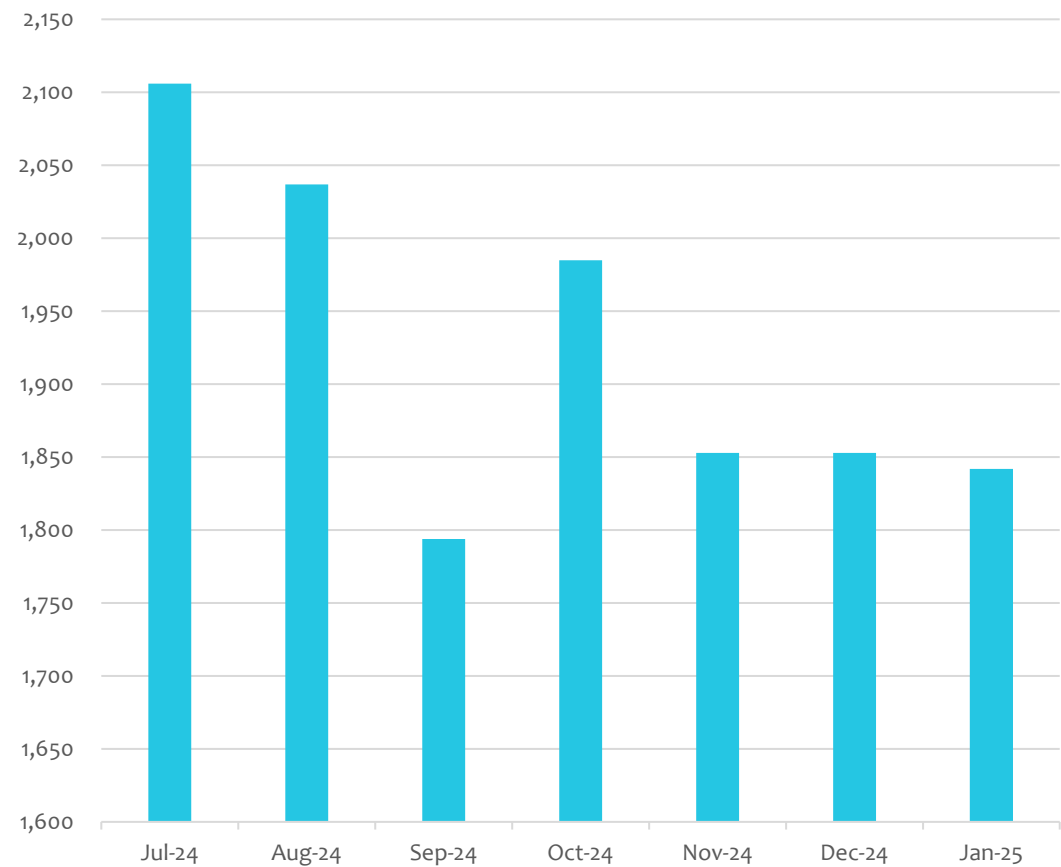


Porterville Transit

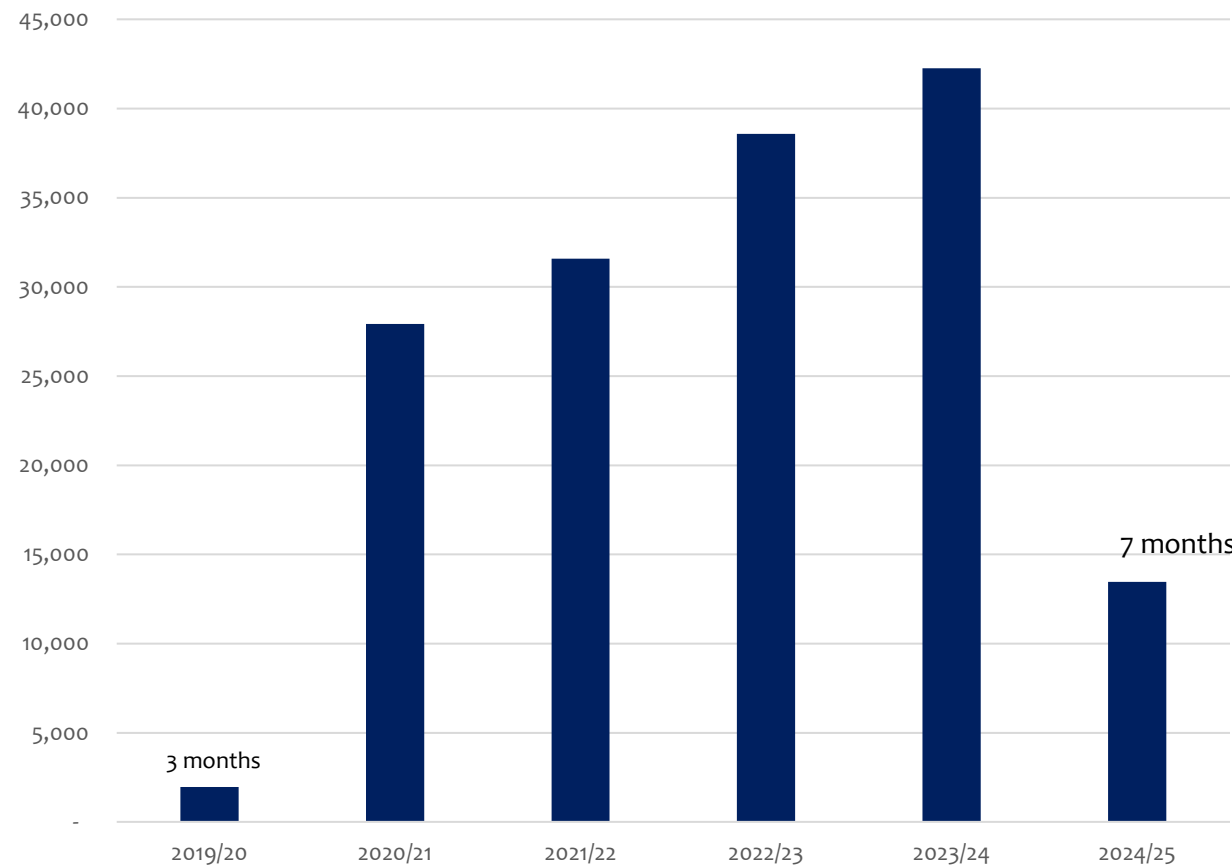
Microtransit



FY 2024-25 Monthly Ridership



Annual Ridership



2025 Transit Fares

EFFECTIVE July 1, 2025

PORTERVILLE TRANSIT	FARES
1-RIDE (NO TRANSFERS)	
General	\$1.50
Reduced (Senior, Disabled, Medicare Card Holder, Military, Veteran)	\$0.75
Youth (age 12 and younger)	FREE
TRANSIT PASSES	
General Day Pass	\$6.00
7-Day Pass	\$16.00
31-Day Pass	\$55.00
REDUCED TRANSIT PASSES (Senior, Disabled, Medicare Card Holder, Military, Veteran)	
Reduced Day Pass	\$3.00
Reduced 7-Day Pass	\$8.00
Reduced 31-Day Pass	\$35.00
PARATRANSIT FARES (Dial-A-COLT)	
Senior, Disabled, Medicare Card Holder	\$3.00
transPORT FARES (On-Demand	
General (per passenger)	\$5.00



CITY COUNCIL AGENDA – APRIL 1, 2025

SUBJECT: Amendment to Consultant Services Contract - Emergency Operations Center

SOURCE: Engineering and Project Management

COMMENT: At its meeting on November 5, 2024, the City Council authorized the execution of a consultant service agreement with COAR Design Group (COAR) for the design of the Emergency Operations Center & Public Safety Headquarters, which was to be located within Centennial Plaza across the street from City Hall. In an effort to best utilize available budget funds, staff reevaluated the planned projects for public safety to determine if any changes or adjustments could be made to help ensure the timely delivery of the required improvements. During that review, it was determined that adjustments could potentially be made to the planned addition to Fire Station 71 to allow for the incorporation of the components of an Emergency Operating Center (EOC). Staff met with the contracted design team for both the EOC project and the addition at Station 71, COAR, to see what was possible. The discussions also included the need to complete some improvements at Centennial Plaza, even though the EOC would be moving, as the building currently has two vacant tenant spaces that are virtually unusable for staff needs, which are the physical therapy space and the restaurant space (the restaurant space would be remodeled to provide a large meeting or conference room space and the physical therapy space would be remodeled to provide additional staff offices with a lobby).

Staff was able to negotiate an amended consultant service agreement with COAR for design of the needed improvements for Station 71, the EOC, and an add alternate cost for Centennial Plaza. The amended agreement includes the addition to Station 71 with the incorporation of the components of an EOC, modifications to the remodel of Station 71 to accommodate the addition of a drive-through engine bay. The amount of the portion of the contract for the improvements relating to Station 71 for design and construction support is \$1,140,250. The amount of the add alternate for the design of the remodel of the two tenant spaces at Centennial Plaza is \$55,000; the remodel of these two spaces, since it would not be at an essential services level, requires very little structural improvements to the building and the work could potentially help to provide the needed additional staff spaces for the Police Department. Contracting with COAR for the design work at Centennial Plaza could

provide an overall savings as their team is already very familiar with the building and has already completed the initial research and analysis of the structure that we would have to pay another firm to do again; the add alternate design work would not begin until the details of what was needed for each space was agreed upon. An additional \$114,025 is necessary for design contingencies and staff time for management of the contract.

Funding for the Station 71/EOC portion of the amended contract is provided by a Cal OES Grant as approved in the 2024/2025 Fiscal Year Budget. Funding for the Centennial Plaza portion of the contract is available in the Measure I Fund.

RECOMMENDATION: That the City Council:

1. Authorize the Engineering & Project Management Director to execute the Consultant Service Agreement for the design of the Station 71/Emergency Operations Center Project and the design of the remodel of Centennial Plaza with COAR Design Group in the amount of \$1,140,250;
2. Authorize a design contract contingency in the amount of \$114,025;
3. Provide direction to staff on whether the add alternate portion of the contract for the future design work at Centennial Plaza should be included and, if so, authorize an appropriation of Measure I Funds in the amount of \$60,500 to cover the cost of the added work and contingency; and
4. Authorize progress payments up to one hundred percent (100%) of the contract amount.

ATTACHMENTS:

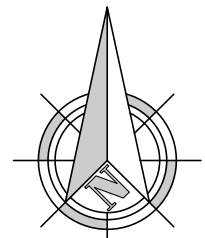
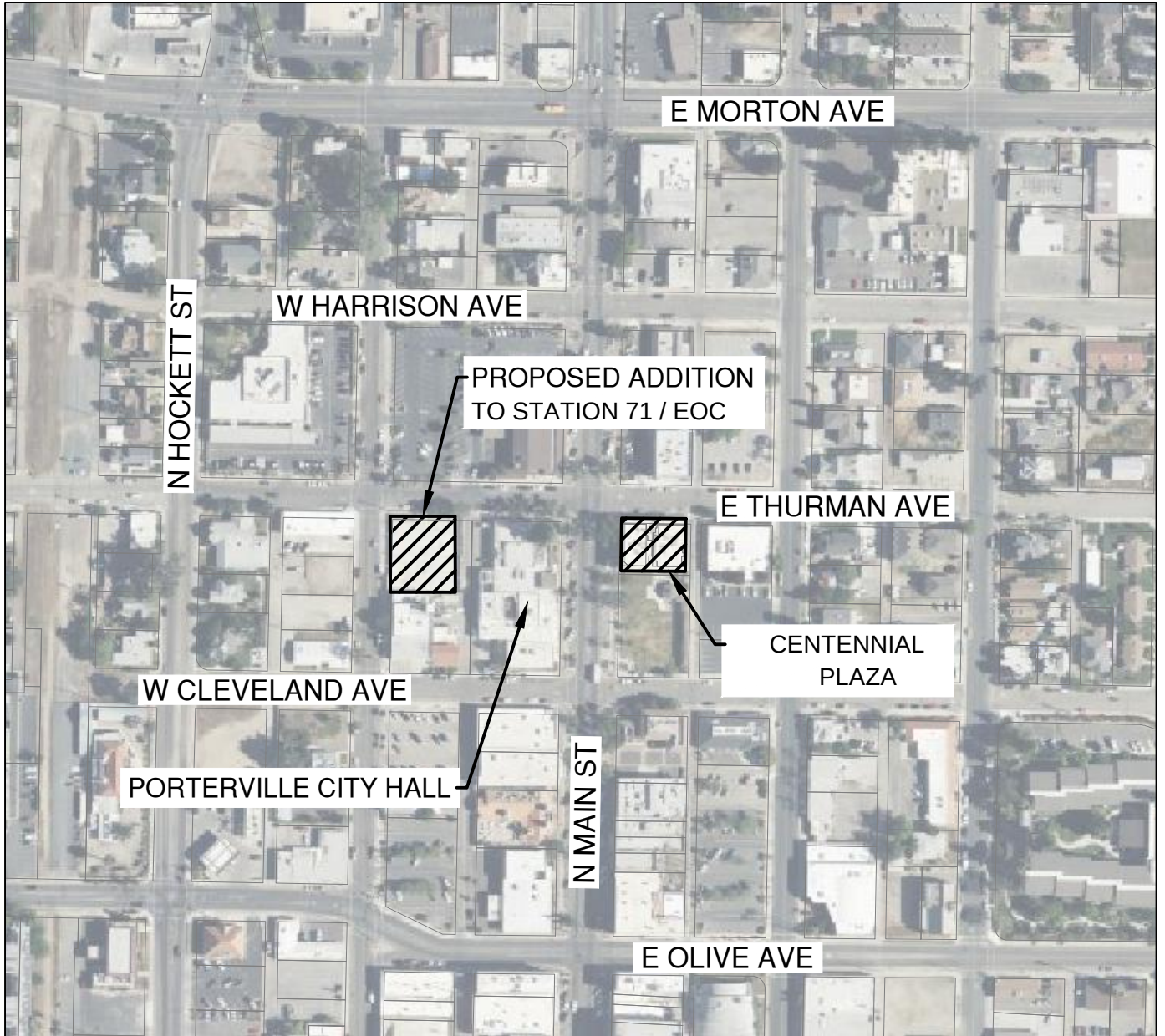
1. Locator Map
2. Cost Proposal

Appropriated/Funded:

Review By:

Department Director:
Javier Sanchez, Engineering & Project Management Director

Final Approver: Jason Ridenour, Interim City Manager



0' 125' 250'

SCALE: 1" = 250'

CITY OF PORTERVILLE
ENGINEERING DIVISION

291 NORTH MAIN STREET
PORTERVILLE, CA. 93257
(559) 782-7462

DRAWN BY	GG
CHECKED BY	SW
SCALE	1" = 250'
DATE	11/1/2023

SHEET
1
OF
1



DESIGN GROUP
PREVIOUSLY JKA

March 11, 2025

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

RE: Request for Proposals Professional Architectural and Engineering Design
Services for Porterville Emergency Operations Center / Fire Station 71

Dear Ms Weaver:

We are pleased to provide this proposal for the design and construction of the EOC/Fire Station 71 Project. This proposal is in response to the concept sketches prepared to date as well as our follow up discussions. Our proposal includes the following disciplines: Civil, Structural, Mechanical, Plumbing, Electrical, Fire Protection, Geotechnical Engineering, Cost Estimating services. Landscape Architecture and Hazardous Materials survey are not included at this time. The following sections include a more detailed explanation of the scope being provided. If there are scope items that are not included, or that are not necessary, we are pleased to adjust the scope to meet your needs.

The general scope of the project options is as follows:

Station 71

- Modification to prior design to incorporate a new Apparatus Bay door opening on the northwest edge of the station to provide pull through access for the Ladder Truck
- Modifications to the existing building as required to accommodate the addition of the EOC
- Modifications to the 2nd floor plan to accommodate a BC Bunk Room and adjustments to the Patio Deck
- Modifications to mechanical and electrical systems to accommodate program and code changes

EOC Addition

- Fitness Room space for the Fire Station
- Administrative Offices
- EOC Room and associated IT infrastructure
- Break Room

- Memorial for fallen firefighters
- New electrical service to support both the existing fire station and new EOC addition
- Standby generator to support both the existing fire station and new EOC addition
- Associated parking, driveways and site improvements
- Exterior Building design to be compatible with existing Fire Station 71

It is anticipated that the budget for the project may be \$12.0M. A cost estimate will be provided as part of the design effort to verify the actual anticipated cost of the project once we have had time to assess all of the existing conditions impacting the improvements.

We are proposing to offer the following scope of services.

TASK 1: PROJECT INITIATION

1. Meet with City Building and Planning Department to review all requirements including design review, access compliance and approval process.
2. Review available documents, preliminary design or programming documents, and any previous studies or reports for the facility.
3. Provide a detailed design schedule indicating required milestone dates.
4. Establish communication channels with all parties involved.
5. Kick-off meeting with key project personnel and stakeholders to establish objectives, discuss budget, previously prepared design, program and design issues.

TASK 2: SCHEMATIC DESIGN PHASE

1. Perform code analysis on the area of improvements and impacts to overall building/site.
2. Develop updated Preliminary Building Floor Plans and Building Elevations for the building addition/modifications.
3. Develop design concepts for the Memorial space.

4. Provide Geotechnical Engineering survey services in the area of the proposed building addition to include recommendations for foundation and pavement design.
5. Develop preliminary structural engineering recommendations for the design option, including recommended changes to the prior Station 71 design.
 - Station evaluation for additional upgrades to meet essential services
 - Develop testing plan for scanning walls, coring concrete, foundation exploration
 - Site meeting with testing agency (a testing laboratory would need to do the concrete sample etc.)
 - Evaluation and concept retrofit for costing
 - Additional strengthening measures for EOC as Essential Service Facility for partial collapse of adjacent fire station if Fire Station upgrades are not implemented
 - Foundation design due to basement
 - Deep foundation elements or deepened footings to avoid surcharging and potential collapse of basement wall
 - Structural slab adjacent to basement portion to avoid collapse
 - Fire Station modifications for new plan including new doors, concrete wall infill
 - Update for seismic design on wall line.
 - Basement wall and elevated slab impacts
6. Develop preliminary mechanical and electrical engineering recommendations for the design option, including recommended changes to the prior Station 71 design.
 - a. Review upgrades or modifications to existing building electrical service, main electrical panel locations and coordination with PGE for probable new services.
 - b. Revise HVAC equipment and design to comply with current code requirements which went into effect after prior Station design was complete. The prior equipment is no longer available due to these code changes.
7. Make required submissions to City for Schematic review and approval. Drawings required for this submittal would include:
 - a. Code Compliance Plans
 - b. Demolition Plans

- c. Preliminary Grading Plan
 - d. Schematic Floor Plan
 - e. Proposed Memorial Plan (including renderings)
 - f. Schematic Structural, Mechanical and Electrical plans
 - g. Basis-of-Designs for each discipline
 - h. Statement of Probable Construction Cost
8. Make required presentations to City to review proposed design.
 9. Make required modifications to Schematic Design to obtain Schematic Design approval.
 10. After obtaining written approval of Schematic Design we will proceed into Design Development.
 11. For this Phase, we have included two in person and three virtual coordination meetings with selected staff and stakeholders.

TASK 3: DESIGN DEVELOPMENT PHASE

1. Continued development of Floor Plan and Site Plan.
2. Develop site design modifications for accessibility compliance required modifications.
3. Continue to develop building structural, mechanical, plumbing and electrical systems consistent with design concept.
4. Prepare and file PG&E application and show joint trench designed by PG&E for service to the building and installation (fees and costs to PG&E/ATT will be paid by City.)
5. Coordinate with Owner systems for phone/data/cable/Radio requirements.
6. Prepare preliminary Interior Elevations.
7. Prepare preliminary interior material and color boards for review and selection.
8. Work with City to develop Preliminary fixture and furniture (FFE) layouts as a test fit within the design.

9. Prepare preliminary line-item Construction Cost Estimate based on actual building components. This estimate will be more detailed than the systems estimate prepared during schematic design but will include design and construction contingencies.
10. Meet with City Staff as required to present Design Development Plans and get comments on presented design.
11. After obtaining written approval of the information presented in the Design Development drawings, we will proceed into Construction Documents.
12. For this Phase, we have included three virtual coordination meetings with selected staff and stakeholders.

TASK 4: CONSTRUCTION DOCUMENTS PHASE

1. Prepare drawings and specifications suitable for bidding to clearly delineate the Contractor's scope of work, including required civil, architectural, structural, mechanical, plumbing, electrical and Fire Protection design. At this time no landscape scope of work is included. It is assumed for this proposal that the City will provide all required General and Supplementary Conditions and Bidding Information. Submittals will be made at 60%, 95% and final and will include plans, specifications and calculations. For this proposal it is assumed that current plan check will be continued and design will not need to be revised to meet 2025 building code.
2. Resubmit plans to City Building Department for Building permit plan check, and perform all required revisions to construction documents based on Building Department's plan check comments (Note: plan check and permit fees are not included).
3. Meet with City as required to review final design and construction documents.

TASK 5: BIDDING AND CONSTRUCTION ADMINISTRATION PHASE

1. Bidding and Construction Administration services will be provided on an Hourly, Not To Exceed basis, based on the scope identified in Exhibit B. Services requested in excess of the not to exceed amount will be performed only after approval by the City of additional funding.

TASK 6: ALTERNATE FOR SERVICES AT THE CENTENIAL BUILDING

1. Provide tenant improvement plans and specifications for modifications to the existing (former) Physical Therapy and restaurant spaces. The restaurant area would be modified to provide a large public meeting area. The physical fitness area would be offices with a lobby for City personnel.
2. Improvement drawings will include architectural, minor structural, mechanical and electrical. Mechanical and electrical will be modifications to existing systems and not design of new systems.
3. Plans will be permitted and bid separately.
4. Construction Administration services for this scope are intended to be minor as needed to support the City.
5. Proposed improvements are still to be determined so fee for this work will be time and materials not to exceed without prior approval.

ASSUMPTIONS & ADDITIONAL SERVICES

The following items are not included in the Basic Services and will be provided as additional services only after written authorization is received. Unless a subsequent fixed fee proposal is provided, the work will be done on an hourly basis.

Additional Services not included in our basic scope of work include:

1. Survey of the sites for asbestos, lead, electrical PCB's, and mercury.
2. Landscape Architectural design services.
3. Attendance of any public hearings and/or additional meetings other than noted.
4. Revisions to Preliminary Design or Contract Documents resulting from Owner requested changes to documents previously approved by the Owner, or due to code or zoning changes made subsequent to Owner approval, such as direction from the Building Official).
5. Services required because of significant changes in the project (not due to the design team's acts or omissions) including, but not limited to, size, quality, complexity, schedule, or the method for bidding and contracting for construction.

6. Processing change requests for Owner requested changes, and for unforeseen site conditions, after bid, including revisions to Contract Documents, processing approval of revisions through the Building Department, and Change Order negotiation.
7. Providing services in conjunction with evaluating substitutions proposed by the Contractor, and making subsequent revisions to Contract Documents resulting from such.
8. Providing services made necessary by the default of the Contractor, by major deficiencies in the work of the Contractor, or by failure of performance of either the Owner or the Contractor under the Contract for Construction.
9. Providing services in conjunction with arbitration proceedings or legal proceedings, except where the Architect is a party to such proceedings.
10. Providing "Special Inspection" services required by law or the Contract Documents.
11. Hydraulic Pump Design for fire protection systems.
12. Services in conjunction with any required discretionary approvals.
13. Preparation of Boundary Surveys, ALTA Surveys, Title Reports, Easement adjustments, Deeds, construction staking or other documents in conjunction with the project site.
14. Commissioning Services.
15. Preparation of SWPPP studies or reports.
16. Preparation of documentation to process the project through the US Green Building Council as a LEED project.
17. Design of photo-voltaic electrical generation systems or solar hot water systems.
18. Plan check fees, permit fees, and permit processing (if paid by the consultant) will be a reimbursable expense, charged at 1.1 times the Consultant's cost.
19. All delivery, printing and reproduction costs will be a reimbursable expense, charged at 1.1 times the Consultant's cost.

We propose to provide the stated basic services for a fixed fee of One Million, One Hundred Forty Thousand Two Hundred Fifty Dollars (\$1,140,250.00). The alternate for the Centennial Building is an additional fee as noted below. Invoices will be submitted monthly for the work completed during the month, on any particular phase in accordance with City Guidelines.

The proposed breakdown for the Basic Services charges will be as follows.

Task 1: Project Initiation	\$ 15,000.00
Task 2: Schematic Design Phase	\$ 121,750.00
Task 3: Design Development Phase	\$ 290,000.00
Task 4: Construction Documents Phase	\$ 570,000.00
Task 5: Bid Support and Construction	
Administration Services (<u>Hourly NTE</u>)	\$ 133,500.00
<u>Reimbursable Expenses</u>	<u>\$ 10,000.00</u>
TOTAL BASE SCOPE	\$1,140,250.00

Task 6: Alternate for Centennial Building (Hourly Not To Exceed)	\$ 55,000.00
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As you probably know, definition of construction cost is always an issue on projects. I have included as Exhibit 'C' a further description of responsibility with respect to the budget and construction cost for this project. The definitions listed are from the AIA Document B141, Owner/Architect Agreement. Although we will not be using the AIA document for our contract, these definitions are useful to understanding what the design team and the Owner's responsibilities are and should be a part of the final contract for the project. As part of our Schematic Design services, we will prepare preliminary estimates, and a report indicating what we expect the project cost will be to include all the requested program elements. At that time we will work with you to adjust the project scope or modify the budget to fit.

Porterville EOC/Fire Station 71 Proposal
March 11, 2025
Page 9

We appreciate the opportunity to present this proposal. We are available to meet with you at any time to review and discuss the proposed scope of services and fee proposal. We are excited about the opportunity to work with you on this project. If you have any questions regarding this scope of work please do not hesitate to contact me at (619) 504-0984.

Respectfully,

A handwritten signature in blue ink, appearing to read "Jeff Katz", followed by a horizontal line and a period.

Jeff Katz, AIA
Principal

EXHIBIT A HOURLY RATE SCHEDULE

The following rates apply to work performed on an hourly basis:

COAR DESIGN GROUP - Prime Architect

Principal Architect	\$265.00/hr.
Senior Project Manager	\$225.00/hr.
Project Architect/Manager	\$205.00/hr.
Design Manager.....	\$205.00/hr.
Job Captain.....	\$165.00/hr.
Specification Writer	\$195.00/hr.
Construction Administrator	\$195.00/hr.
Drafter.....	\$135.00/hr.
Administrative	\$105.00/hr.

MCPARLANE ENGINEERING – Mechanical/Plumbing Engineer

Principal.....	\$225.00/hr.
Project Manager/Engineer	\$175.00/hr.
Drafter.....	\$150.00/hr.
Administrative	\$125.00/hr.

ELEN CONSULTING - Electrical Engineer

Principal.....	\$225.00/hr.
Project Engineer	\$170.00/hr.
Drafter.....	\$125.00/hr.
Administrative	\$80.00/hr.

ZFA - Structural Engineer

Principal.....	\$225.00/hr.
Project Manager	\$175.00/hr.
Senior Drafter	\$135.00/hr.
Administration.....	\$80.00/hr.

DELANE - Civil Engineer

Principal.....	\$225.00/hr.
Project Manager	\$215.00/hr.
Project Engineer	\$185.00/hr.
Drafter.....	\$115.00/hr.
Administration.....	\$95.00/hr.

JR CONKEY - Cost Estimator

Principal.....	\$175.00/hr.
Senior Cost Estimator	\$150.00/hr.
Junior Cost Estimator.....	\$120.00/hr.
Administration.....	\$90.00/hr.

POCOCK - Fire Protection

Principal.....	\$225.00/hr.
Project Manager	\$215.00/hr.
Project Engineer	\$185.00/hr.
Drafter.....	\$115.00/hr.
Administration.....	\$95.00/hr.

A&F ENGINEERING GROUP, INC. - Fire Alarm

Principal.....	\$200.00/hr.
Project Engineer	\$175.00/hr.
Drafter.....	\$120.00/hr.
Administration.....	\$70.00/hr.

COAR assumes responsibility for all work performed by sub-consultants on the project and factors in required time to coordinate the sub-consultants work. However, COAR does not markup sub-consultant work, which will be billed at the direct rate provided by the consultant.

Rates noted will remain in effect for the duration of the noted project schedule, but will increase 4% per year after December 2028 (assumed project completion October 2028).

EXHIBIT "B"

CONSTRUCTION ADMINISTRATION SERVICES

Construction contract administration services are based on a sixteen-month construction period, from Authorization to Proceed through Punchlist Inspection.

Scope Description:

A. Consultant shall:

1. Provide input for the pre-bid meeting and attend the pre-bid meeting and site visit.
2. Assist in responding to questions raised during the bidding process. Prepare Addenda if required to address bidding questions.
3. Submit all Addenda and assist in obtaining approval from City to incorporate into the Permit Set.
4. Attend the project pre-construction meeting
5. Develop ASI and RFI responses as required to support Project Manager requests and to coordinate Contractor questions in the field
 - a. Coordinate all ASI/RFI review by provided consultants
 - b. Set Up and Manage an ASI/RFI/Submittal document to enable all stakeholders to verify status of submittals
6. Review Submittals as required by Contract Documents
 - a. Coordinate all submittal review by provided consultants
 - b. Set Up and Manage a submittal review document to enable all stakeholders to verify status of submittals
7. Coordinate Work of provided Consultants
8. Attend Progress Construction Meetings on a weekly basis virtually (in person every 6 weeks or and as required by project needs during the course of construction) - total of 60 meetings to observe the project and prepare site visit report. Site visit shall include meeting with Contractor and City representative to review progress of construction, review pending RFI and Change Order information, and observe the construction to verify work is proceeding in accordance with construction documents.
9. Provide site visits by Architect and Engineering subconsultants as requested to perform Punchlist and Final Inspection of the project.

10. Develop As-Built drawings to reflect final field conditions as constructed and turn over all electronic files to the City at the conclusion of construction.

B. Preparation of Documents

1. Consultant shall provide ASI's as required to reflect changes in scope or modifications made necessary due to changed field conditions based on the direction of the Project Manager
2. Where required, the ASI's shall include all drawings and specifications required to obtain the construction permits and approvals of the governmental authorities having jurisdiction over the Project.

C. Subconsultants

Consultant shall contract with the following consultants for Construction Administration services for the Project:

1. Electrical Engineer
2. Mechanical Engineer
3. Civil Engineer
4. Structural Engineer
5. Fire Protection / Fire Alarm Engineer

Exhibit "C"

CLARIFICATION OF RESPONSIBILITIES

The following articles are restated from AIA Document B141, Owner/Architect Agreement:

2.6.6 The Architect shall not have control over or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's responsibility under the Contract for Construction. The Architect shall not be responsible for the Contractor's schedules or failure to carry out the Work in accordance with the Contract Documents. The Architect shall not have control over or charge of acts or omissions of the Contractor, Subcontractors, or their agents or employees, or of any other persons performing portions of the Work.

5.1.1 The Construction Cost shall be the total cost or estimated cost to the Owner of all elements of the Project designed or specified by the Architect.

5.1.2 The Construction Cost shall include the cost at current market rates of labor and materials furnished by the Owner and equipment designed, specified, selected or specially provided for by the Architect, plus a reasonable allowance for the Contractor's overhead and profit. In addition, a reasonable allowance for contingencies shall be included for market conditions at the time of bidding and for changes in the Work during construction.

5.1.3 Construction Cost does not include the compensation of the Architect and Architect's consultants, the costs of the land, rights-of-way, financing or other costs which are the responsibility of the Owner.

5.2.1 Evaluations of the Owner's Project budget, preliminary estimates of Construction Cost and detailed estimates of Construction Cost, if any, prepared by the Architect, represent the Architect's best judgment as a design professional familiar with the construction industry. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment, over the Contractor's methods of determining bid prices, or over competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's Project budget or from any estimate of Construction Cost or evaluation prepared or agreed to by the Architect.

5.2.3 If the Bidding or Negotiation Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, any Project budget or fixed limit of Construction Cost shall be adjusted to reflect changes in

the general level of prices in the construction industry between the date of submission of the Construction Documents to the Owner and the date on which proposals are sought.

5.2.4 If a fixed limit of Construction Cost (adjusted as provided in Subparagraph 5.2.3) is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall:

- .1give written approval of an increase in such fixed limit;
- .2 authorize re-bidding or renegotiating of the Project within a reasonable time;
- .3 if the Project is abandoned, terminate in accordance with Paragraph 8.3; or
- .4 cooperate in revising the Project scope and quality as required to reduce the Construction Cost.

5.2.5 If the Owner chooses to proceed under Clause 5.2.4.4, the Architect, without additional charge shall modify the Contract Documents as necessary to comply with the fixed limit, if established as a condition of this Agreement. The modification of Contract Documents shall be the limit of the Architect's responsibility arising out of the establishment of a fixed limit. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

6.1 The Drawings, Specifications and other documents prepared by the Architect for this Project are instruments of the Architect's service for use solely with respect to this Project. The Architect's Drawings, Specifications or other documents shall not be used by the Owner or others on other projects, for additions to this Project or for completion of this Project by others, unless the Architect is adjudged to be in default under this Agreement, except by agreement in writing and with appropriate compensation to the Architect.

9.8 Unless otherwise provided in this Agreement, the Architect and Architect's consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials in any form at the Project site, including but not limited to asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic substances.

9.9 The Architect shall have the right to include representation of the design of the Project, including photographs of the exterior and interior, among the Architect's promotional and professional materials. The Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect on the construction sign and in the promotional materials for the Project.