



**CITY OF PORTERVILLE - CITY COUNCIL AGENDA
CITY HALL, 291 N. MAIN STREET
PORTERVILLE, CALIFORNIA
APRIL 7, 2026, 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> ,

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

Call to Order

Roll Call

ORAL COMMUNICATIONS

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

CITY COUNCIL CLOSED SESSION:

A. Closed Session Pursuant to:

- 1** - Government Code Section 54957.6 – Conference with Labor Negotiator. Agency Negotiator: Richard Tree and Yuliana Andrade. Employee Organizations: Management & Confidential Series, Porterville Safety Support Unit, and Porterville City Employee Association.
- 2** - Government Code Section 54956.95 – Liability Claim: Claimant: Sieng Prum. Agency claimed against: City of Porterville.
- 3** - Government Code Section 54956.9(d)(1) – Conference with Legal Counsel – Existing Litigation: Brandon Gonzalez v. City of Porterville, et al. Tulare County Superior Court Case No. VCU328948
- 4** - Government Code Section 54956.9(d)(1) – Conference with Legal Counsel – Existing Litigation: Gill, Essa v. 288 North Second Street, et al. Tulare County Superior Court Case No. VCU329615

5 - Government Code Section 54956.9(d)(1) – Conference with Legal Counsel – Existing Litigation: Reed, Sherry v. City of Porterville, Tulare County Superior Court Case No. PCU332841

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

Pledge of Allegiance Led by Council Member Green

Invocation

COUNCIL COMMENTS

PRESENTATIONS

Employee of the Month - Griselda Hurtado
Public Safety Employee Recognition

REPORTS

This is the time for all staff informational items.

- I. Staff Informational Reports
 1. Spring Community Clean-Up Event
 2. Christmas Parade Update

ORAL COMMUNICATIONS

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

COUNCIL COMMENTS

CONSENT CALENDAR

All Consent Calendar Items are considered routine and will be enacted in one motion. There will be no separate discussion of these matters unless a request is made, in which event the item will be removed from the Consent Calendar. All items removed from the Consent Calendar for further discussion will be heard at the end of Scheduled Matters.

1. **Approval of Draft City Council Minutes**
Re: Considering approval of the City Council draft Minutes of March 17, 2026, March 18, 2026, and March 30, 2026.
2. **Authorization to Purchase Public Records Management Software and Services**

Re: Council to consider the purchase of public records management software and services from CivicPlus in an amount of \$7,894 for the initial term and \$12,788 for the second year, for a total initial two-year cost of \$20,682.

3. Authorization to Purchase and Install SCADA Equipment at Rocky Hill and Martin Hill Reservoirs

Re: Consider the purchase and installation of SCADA equipment and system upgrades for the Rocky Hill and Martin Hill Reservoirs by Telstar Instruments in an amount not to exceed \$40,962.

4. Authorization to Purchase and Install Transit Bus Wraps

Re: Consider the purchase and installation of transit bus wraps from Transit-Media in an amount not to exceed \$111,804.92.

5. Authorization to Replace Digester PLC #6 at the Wastewater Treatment Facility

Re: Council to consider the replacement of Digester PLC #6 at the Wastewater Treatment Facility by Telstar Instruments in an amount not to exceed \$29,170.

6. Authorization to Repair City Well No.6

Re: Council to consider the repair of City Well No. 6 by Valley Pump & Dairy Systems in an amount not to exceed \$26,262.

7. Authorization to Distribute a Request for Qualifications for On-Call Escrow and Title Services

Re: Consider the distribution of a Request for Qualifications for on-call escrow and title services.

8. Authorization to Award Contract for Solar Operations & Maintenance Services

Re: Council to consider awarding a contract to Bright House Energy Construction, Inc. for Solar Operations & Maintenance Services in an amount not to exceed \$149,400.

9. Authorization to Extend Agreement for Contract Planning Services

Re: Consideration to extend the Agreement with Provost & Pritchard Consulting Group for Contract Planning Services through December 31, 2026.

10. Request for Proclamation – Easter Holy Week – Porterville Church of the Nazarene

Re: Council to consider the approval of a proclamation recognizing Easter Holy Week in the City of Porterville, sponsored by Council Member Rivas.

11. Request for Proclamation – Easter Holy Week – Porterville Church of God

Re: Council to consider the approval of a proclamation recognizing Easter Holy Week in the City of Porterville, sponsored by Mayor Meister.

12. Request for Proclamation - Porterville Celebrates Reading

Re: Council to consider the approval of a proclamation recognizing and celebrating the 25th Anniversary of “Porterville Celebrates Reading” in the City of Porterville, sponsored by Vice Mayor McKervey.

13. Request for Proclamation - National Pathway Day

Re: Council to consider the approval of a proclamation declaring April 16, 2026, as “National Pathway Day” in the City of Porterville, sponsored by Mayor Meister.

- 14. Request for Proclamation - Arbor Day**
Re: Approve a proclamation declaring April 24, 2026, as “Arbor Day” in the City of Porterville, sponsored by Mayor Meister.
- 15. Approval of Community Civic Event - Experimental Aircraft Association "Porterville 5k/10k" Event**
Re: Council to consider a Community Civic Event application submitted by the Experimental Aircraft Association for the Porterville 5k/10k event on Saturday, April 18, 2026, from 7:30 a.m. to 12:00 p.m., including associated street closures along the approved route.
- 16. Approval of Community Civic Event Application — Pink Heals Tulare County Chapter and Rollin' Relics Car Club**
Re: Consideration to approve the Community Civic Event application submitted by the Pink Heals Tulare County Chapter and Rollin' Relics Car Club to host the Rollin’ Relics Car Show at Veterans Park on Saturday, May 9, 2026, from 8:00 a.m. to 4:00 p.m. May 9, 2026.
- 17. Appointment to Measure R Citizens’ Oversight Committee**
Re: Consider appointment of Taha Saleh to the Measure R Citizens’ Oversight Committee.
- 18. Consideration of Appointment to the Transactions and Use Tax Oversight Committee ("TUTOC")**
Re: Consider the appointment of Taha Saleh to the Transactions and Use Tax Oversight Committee.
- 19. Establishment of Mechanic III Classification and Approval of Job Description**
Re: Consider the establishment of the Mechanic III classification, approve the associated job description, and authorize the reallocation of one Mechanic II position to a Mechanic III position.
- 20. Consideration of a Letter Opposing Assembly Bill 2494 (Rogers) – Demonstration State Forests**
Re: Consideration of a letter opposing Assembly Bill 2494 (Rogers), which proposes changes to the management of California’s demonstration state forests that may impact local forest management practices, timber supply, and regional economic stability.
- 21. Adoption of Policy for Cash Transactions in the Absence of Pennies**
Re: Consideration to adopt a resolution establishing a policy for handling cash transactions in the absence of pennies.
- 22. Consideration of Support for Senate Bill 1277 (Cost of Living Tax Credit)**
Re: Consideration of a letter of support for Senate Bill 1277 (Cost of Living Tax Credit) and authorize the Mayor to sign the letter.
- 23. Authorization to Repair the Animal Shelter Air Conditioning VFD and Smoke Detector**
Re: Council to consider the repair of the Animal Shelter air conditioning unit by EMCOR Services Mesa Energy (Mesa Energy Systems, Inc.) in an amount of \$5,867 and approve a 10% contingency for a total project budget not to exceed \$6,454.
- 24. Authorization to Schedule Public Hearing for Expedited Electric Vehicle Permit Review Process**

Re: Authorize the City Clerk to notice a public hearing for April 21, 2026, to consider adoption of an ordinance establishing an expedited permit review process for electric vehicle charging systems in accordance with Assembly Bill 1236.

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

PUBLIC HEARINGS

25. Consideration of Revocation of Business License - Rose Massage, 188 W. Olive Avenue, Porterville

Re: Conduct a public hearing and consider revocation of the business license for Rose Massage, located at 188 W. Olive Avenue, Porterville.

26. Consideration of Revocation of Business License - Star Massage, 1365 W. Olive Avenue, Suite F, Porterville

Re: Conduct a public hearing and consider revocation of the business license for Star Massage, located at 1365 W. Olive Avenue, Suite F.

27. Consideration of Revocation of Business License - Diamond Massage Spa, 1531 W. Olive Avenue, Suite A, Porterville

Re: Conduct a public hearing and consider revocation of the business license for Diamond Massage Spa, located at 1531 W. Olive Avenue, Suite A, Porterville.

SCHEDULED MATTERS

28. Approval of Agreement with Griswold LaSalle for City Attorney Services

Re: Council to consider the termination of the existing City Attorney agreement with McCormick Kabot & Lew effective April 8, 2026; approve a new agreement with Griswold, LaSalle, Cobb, Dowd & Gin, LLP for City Attorney services effective April 9, 2026; and approve a budget amendment not to exceed \$6,500 for FY 2025–26.

AB 1234 REPORTS

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

1. Downtown Porterville Committee - March 26, 2026
2. Tule East Groundwater Sustainability Agency JPA (TEGSA) - April 1, 2026
3. Local Initiatives Navigation Center Committee (LINC) - April 1, 2026
4. Tule River Improvement JPA - April 6, 2026

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 21, 2026, 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 7, 2026

SUBJECT: 1. Spring Community Clean-Up Event

SOURCE: Transportation

COMMENT: To promote property maintenance and community beautification, the City hosts two annual clean-up events, one in the spring and one in the fall. These events provide City residential refuse customers with an opportunity to dispose of general trash, bulky items, wood waste, yard waste, mattresses, and e-waste at no cost.

The Spring Community Clean-Up Event is scheduled for April 18, 2026, from 8:00 a.m. to 2:00 p.m. at the City's Corporation Yard. Participation is limited to City residential refuse customers, who must provide a current City of Porterville refuse bill as proof of residency. Business or commercial waste is not permitted.

To ensure efficient operations, trailers are limited to a maximum length of ten (10) feet, and participants are required to unload their own vehicles. Items not accepted include tires, refrigerators, oversized auto parts, and hazardous waste.

This event supports the City's ongoing efforts to maintain neighborhood quality, promote responsible disposal practices, and reduce illegal dumping.

The cost of the event is included in and funded through the Solid Waste Operating Budget.

RECOMMENDATION: This report is informational only, and no action is required.

ATTACHMENTS:

1. Spring 2026 Clean Up Event Flyer
2. Spring 2026 Clean Up Event Flyer Spanish

Appropriated/Funded:

Review By:

Department Director:
Russell Isom, Director of Transportation

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

SPRING 2026 FREE COMMUNITY CLEAN-UP & DISPOSAL EVENT



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



SATURDAY, APRIL 18, 2026
FROM 8:00 AM to 2:00 PM
555 N. PROSPECT ST., PORTERVILLE, CA 93257

CURRENT CITY OF PORTERVILLE REFUSE BILL IS REQUIRED

Trailers will be limited up to 10 feet.

Participants will be required to unload their own vehicle.

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

NO CHILDREN OR PETS ALLOWED OUTSIDE OF YOUR VEHICLE

ACCEPTABLE ITEMS:

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

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

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

Construction & Demolition: Concrete, Dirt, Wood

UNACCEPTABLE ITEMS:

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

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

TULARE COUNTY HOUSEHOLD HAZARDOUS & E-WASTE

**These Items May Be Disposed Of
At No Cost:**

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

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

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

PRIMAVERA GRATIS

2026 EVENTO COMUNITARIO DE LIMPIEZA Y ELIMINACIÓN



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



SÁBADO, ABRIL 18, 2026

DE 8:00 AM a 2:00 PM

555 N. PROSPECT ST., PORTERVILLE, CA 93257

REQUIERE FACTURA DE BASURA ACTUAL DE LA CIUDAD DE PORTERVILLE

Se limitarán las trailas a 10 pies.

Los participantes deben descargar su propio vehículo.

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

NO SE ADMITEN NIÑOS O MASCOTAS FUERA DE SU VEHÍCULO

ARTÍCULOS ACEPTABLES:

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

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

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

Construcción y Demolición: Cemento, Tierra, Madera

ARTÍCULOS INACEPTABLES:

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

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

RESIDUOS PELIGROSOS DOMÉSTICOS & ELECTRÓNICOS DEL CONDADE TULARE

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

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

Se Puede Deshacerse de Estos Artículos Sin Costo Alguno:

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



CITY COUNCIL AGENDA – APRIL 7, 2026

SUBJECT: 2. Christmas Parade Update

SOURCE: City Manager's Office

COMMENT: The Children's Christmas Parade, historically sponsored by the Porterville Chamber of Commerce and the Rotary Clubs of Porterville, has been a long-standing tradition in the City of Porterville. Held on the first Thursday evening of December, the parade serves as one of the signature events that kicks off the Christmas season in downtown Porterville. Each year, the event draws a large portion of the community and features over eighty (80) entries, filling the parade route with festive lights and holiday spirit.

On February 26, 2026, the Porterville Chamber of Commerce announced that it would no longer be involved in organizing or sponsoring the parade. Following this announcement, City staff spoke to Rotary Club members to assess their interest in continuing to participate in parade operations. Due to decreased membership, Rotary indicated that it is no longer able to fulfill its previous roles; however, they provided valuable information to assist with a smooth transition. As a result, the City's Parks and Leisure Services Department will assume responsibility for organizing and managing the Christmas Parade, including all logistics and event coordination. The Parks and Leisure Services Department produces several large-scale community events annually and is well-positioned to support the continuation of the parade.

As the City assumes responsibility for the parade, staff will explore ways to build upon the event's success by strengthening community partnerships, identifying sponsorship opportunities to offset costs, and create parade enhancements. The goal is to preserve the tradition of the Christmas Parade while continuing to grow it as a premier holiday event for the Porterville community. The City's estimated annual cost to support the Christmas Parade is approximately \$10,000. This includes personnel, portable restrooms, lighting, and other ancillary event-related expenses. Parks and Leisure Services will assume an additional estimated \$6,800 in staff time and other expenses to produce the parade.

RECOMMENDATION: This report is for informational purposes only.

ATTACHMENTS:

Appropriated/Funded:

Review By:

Department Director:
Donnie Moore, Deputy City Manager

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



CITY COUNCIL AGENDA – APRIL 7, 2026

SUBJECT: Approval of Draft City Council Minutes

SOURCE: Administrative Services

COMMENT: Presented for Council's approval are the draft Minutes of March 17, 2026, March 18, 2026, and March 30, 2026.

RECOMMENDATION: That the Council approves the draft Minutes of March 17, 2026, March 18, 2026, and March 30, 2026.

ATTACHMENTS:

1. Draft Minutes of March 17, 2026
2. Draft Minutes of March 18, 2026
3. Draft Minutes of March 30, 2026

Appropriated/Funded:

Review By:

Department Director:
Yuliana Andrade, Administrative Services Director

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

**CITY COUNCIL MINUTES
CITY HALL, 291 N. MAIN STREET
PORTERVILLE, CALIFORNIA
MARCH 17, 2026, 5:30 PM**

Call to Order at 5:30 p.m.

Roll Call: Councilmember AJ Rivas, Councilmember Stan Green, Councilmember Raymond Beltran, Vice Mayor Edward L. McKervey, Mayor Greg Meister

ORAL COMMUNICATIONS

None.

CITY COUNCIL CLOSED SESSION:

A. Closed Session Pursuant to:

1 - Government Code Section 54956.8 – Conference with Real Property Negotiators/Property: APN: 261-130-002 And 253-160-059. Agency Negotiator: Richard Tree. Negotiating Parties: City of Porterville and State of California Department of General Services. Under Negotiation: Terms and Price.

2 - Government Code Section 54957.6 – Conference with Labor Negotiator. Agency Negotiator: Richard Tree and Yuliana Andrade. Employee Organizations: Management & Confidential Series, Porterville Safety Support Unit, Porterville City Employee Association, And Unrepresented Management Employees.

3 - Government Code Section 54956.95 – Liability Claim: Claimant: Daniel Ayala Tapia. Agency Claimed Against: City of Porterville.

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

5- Government Code Section 54956.9(d)(1) – Conference with Legal Counsel – Existing Litigation: Southern California Edison Company V. California State Board of Equalization, Et Al., Orange County Superior Court Case No. 30-2025-01534286-CU-MC-CXC

6 - Government Code Section 54956.9(d)(2) – Conference with Legal Counsel – Anticipated Litigation – Significant Exposure to Litigation: One (1) Case 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

City Attorney Lew reported action pertaining to A-3, as follows:

A-3. On a MOTION made by Mayor Meister, and SECONDED by Vice Mayor McKervery the City Council unanimously rejected the claim filed by Daniel Ayala Tapia.

Documentation: M.O. 01-031726

Disposition: Claim rejected.

The Pledge of Allegiance was led by Council Member Rivas.

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

COUNCIL COMMENTS

- Council Member Beltran noted the large turnout for the Council meeting, referenced inappropriate conduct at the prior meeting, and urged attendees to remain professional and set a positive example for the youth who attends Council meetings.
- Vice Mayor McKervery agreed with remarks regarding professionalism and community engagement. He reported attending the dedication of new baseball grounds at Porterville College, presenting to the American Legion regarding the Washington Monument dedication at Veterans Park, receiving updates on Lombardi Road traffic improvements, meeting with Burton School District regarding school access issues, and touring Tule River Tribe facilities with Council Member Rivas to support intergovernmental cooperation.
- Mayor Meister reported participating in Read Across America at Santa Fe Elementary School, meeting with a developer regarding annexation and in-city development, meeting with Burton School District regarding several local development and traffic matters, and
- commended the Police Department for quickly solving a recent homicide case.

REPORTS

I. City Commission and Committee Meetings

1. Arts Commission - February 25, 2026

Commissioner Bonnie Boyd reported the January 27 meeting lacked a quorum, requiring a special meeting on February 18. The Commission approved participation in the 2026 Spring Festival and scheduled its next meeting for April 28, 2026. She also noted a vacant youth seat.

2. Transactions and Use Tax Oversight Committee (TUTOC) - February 25, 2026

No report was provided.

3. Parks & Leisure Services Commission - March 5, 2026

Commissioner Arlene Peña reported progress on park improvements at Murray Park, upcoming aquatics programming including a May pool opening, and strong participation in recent recreation events. She also provided updates on upcoming events, the Wall of Fame ceremony, and youth sports programming.

4. Library & Literacy Commission - March 10, 2026

Chair Irene Ortega presented a library program update, highlighting participation in early literacy, craft activities, game days, bilingual story times, and book clubs, as well as continued collaboration with the school district during the summer lunch program.

5. Youth Commission - March 11, 2026

No report was provided.

II. Staff Informational Reports

ORAL COMMUNICATIONS

- Brock Neeley, Porterville, requested that Item 15 be removed from the consent calendar for public discussion and commented on Lombardi Road traffic issues related to county jurisdiction.
- Rosa Lopez, Porterville, spoke in support of employees affected by Item 15 and urged the Council to consider the value of the impacted positions and staff members.
- Leo Hernandez, Porterville, highlighted internal workflow and productivity improvements within the engineering department and asked the Council to allow staff additional time to demonstrate continued progress.
- Richard Eckoff, Porterville, objected to Item 15 being placed on the consent calendar and argued that outsourcing was inappropriate for a city the size of Porterville.
- Unknown Name, Porterville, asked the Council to direct the City Manager to evaluate a defense manufacturing opportunity related to military airspace near the airport.
- Martha A. Flores, Porterville, requested that Item 15 be moved to scheduled matters and raised procedural and financial questions regarding the proposal.
- Ricardo Bustamante, Porterville, urged the Council to allow staff the opportunity to continue ongoing improvements and emphasized the value of institutional knowledge.
- Virginia Gurrola, Porterville, requested further review of Item 15, questioned the lack of cost analysis, and expressed concern about consultant-based service delivery.
- George Gudino, Porterville, expressed concern that consultant services would increase costs, reduce responsiveness, and result in higher fees for the public.
- Karen Anderson, Porterville, argued the proposal conflicted with the City's local economic support efforts, criticized other recent spending decisions, and objected to reduced public comment time.
- Gladys Gonzalez, Porterville, emphasized the importance of long-standing relationships between staff and the community and stated those relationships could not be outsourced.
- Jean Vafeades, Porterville, raised concerns regarding recent Council conduct, spending decisions, and what she described as attempts to exert personal control over city operations.
- Maggie Salazar, Porterville, described her work in business recruitment and economic development and emphasized the importance of relationship-based outreach.
- Chris Leon, Porterville, warned that outsourcing could lead to delays, excessive requirements, and revenue loss, citing examples from other cities.
- Sergio Esquivel, Porterville, spoke about the value of locally invested staff and stated that personal accountability in public service could not be replicated through contracts.

- Diane Wagner, Porterville, opposed Item 15, challenged the fiscal justification, raised concerns about economic and ethical impacts, and reported that a petition in opposition had received over 500 signatures.
- Daniel Ortega, Porterville, shared negative experiences with outsourced permit services in Delano and contrasted that with positive experiences working with Porterville staff.
- Elizabeth Rose, Porterville, expressed concern about staff morale, the impact on affected families, and the local economic effect of eliminating positions.
- Victor Verduzco, Porterville, questioned whether outsourcing would improve efficiency and stressed the importance of retaining institutional knowledge and local control.
- Rachel Ginsberg, Porterville, described her GIS responsibilities, including emergency response support during the 2023 flood event, and emphasized the importance of her work to multiple city departments.
- John Duran, Porterville, expressed support for the Council's direction and stated that change was necessary given the city's financial condition.
- Sarah Martin, Porterville, compared the proposal to reliance on contract nursing staff and asked the Council to delay action for further review.
- Yolanda Rodriguez, Porterville, addressed alleged defamatory social media posts by Council Member Beltran and his wife, denied code compliance allegations, and submitted a cease-and-desist notice.
- Luis Gonzalez, Porterville, criticized the current Council and expressed hope that a future council would respond more effectively to public concerns and budget issues.
- Melissa, Porterville, spoke on behalf of the Rodriguez-Vasquez family, alleged abuse of authority by Council Member Beltran, and stated that the family had filed a formal complaint and reserved legal rights.
- Taha Saleh, Porterville, questioned the adequacy of agenda materials for Item 15, requested more deliberation, and objected to reduced public comment time.
- Jesse Vasquez, Porterville, stated that obtaining permits has been difficult in his experience and supported significant changes despite sympathy for affected employees.
- Rafaela Woods, Porterville, expressed concern about the local economic impact of the proposed job cuts and linked the issue to downtown vitality.
- Ryan Smith, Porterville, praised Porterville's building department and urged the Council not to make the permitting process more difficult for local contractors.
- Rhonda, Springville, expressed concern for affected employees, warned that additional cuts could follow, and objected to recent remarks she found inappropriate.
- Alex, credited city inspection staff with protecting infrastructure and warned that reducing staff could create public safety risks.
- Greg Shelton, Porterville, stated that the city's financial challenges require action and said the Council must consider all available options.
- Scott Bowler, Porterville, raised questions on several consent items and questioned the consistency of outsourcing planning and engineering functions after retaining in-house road maintenance.
- Gabriel Ortega, Porterville, supported prior testimony from contractors and cited negative experiences with outsourced permit services in another city.

- Craig Martin, Porterville, emphasized the importance of public participation and urged the Council to recognize the commitment of residents who attend meetings.
- Vikki Cervantes, Porterville, expressed concern about Item 15 being on the consent calendar and called for greater transparency and a fuller explanation of the proposal.
- Denise Marchant, Porterville, stated that economic development is best supported by a strong in-house team and referenced past success in attracting major development.
- Korey Wells, Porterville, criticized Council Member Beltran's conduct, alleging inconsistency between his statements and actions, and raised concerns regarding past behavior, including social media practices and prior council actions affecting members of the public.

COUNCIL COMMENTS

- Council Member Beltran responded to public comments regarding social media posts, stating they contained no identifying information, and expressed appreciation for employee participation.
- Vice Mayor McKerverey thanked attendees for their input, acknowledged the significance of public comments, and encouraged continued community engagement.
- Mayor Meister congratulated Jocelyn Sanabria for completing the fire hydrant mural on Main Street.

CONSENT CALENDAR

Item No. 15 was pulled for further discussion at the request of Mayor Meister.

COUNCIL ACTION: MOVED by Mayor Meister, SECONDED by Council Member Rivas that the City Council approve Items Nos. 1-14. The motion carried unanimously.

1. AUTHORIZATION TO PURCHASE MOBILE RADIO EQUIPMENT

Recommendation: That the City Council authorize the purchase of mobile radio equipment and vehicle chargers from Cook's Communications in an amount not to exceed \$75,905.46, inclusive of a 10% contingency.

Documentation: M.O. 02-031726

Disposition: Approved.

2. AUTHORIZATION TO PURCHASE STRUCTURAL FIREFIGHTING PERSONAL PROTECTIVE EQUIPMENT

Recommendation: That the City Council authorize the purchase of 40 sets of structural firefighting PPE from Morning Pride in an amount not to exceed \$200,318.36, which includes a ten percent (10%) contingency, utilizing funds from the Equipment Replacement Fund.

Documentation: M.O. 03-031726

Disposition: Approved.

3. AUTHORIZATION TO PURCHASE REPLACEMENT PUMP AND MOTOR FOR LIFT STATION 11

Recommendation: That the City Council authorize the purchase of a replacement pump and motor for Lift Station 11 from Flo-Line Technology, Inc. in an amount not to exceed \$24,779, inclusive of equipment, taxes, estimated freight, and 10% contingency.

Documentation: M.O. 04-031726

Disposition: Approved.

4. AUTHORIZATION TO PURCHASE TRAFFIC SIGNAL COMPONENTS

Recommendation: That the City Council authorize the purchase of traffic signal components from Econolite in an amount not to exceed \$68,845.36, including a ten percent (10%) contingency, using funds from the Traffic Signal Upgrade Capital Improvement Plan Budget.

Documentation: M.O. 05-031726

Disposition: Approved.

5. AUTHORIZATION TO PURCHASE PLAYGROUND SURFACING FOR FALLEN HEROES PARK

Recommendation: That the City Council authorize the purchase and installation of playground surfacing for Fallen Heroes Park from GameTime in an amount not to exceed \$172,302.11, which includes a ten percent (10%) contingency, subject to the availability of Community Development Block Grant (CDBG) Park Improvement Funds.

Documentation: M.O. 06-031726

Disposition: Approved.

6. AUTHORIZATION TO REPLACE DOWNTOWN MURAL

Recommendation: That the City Council authorize Omni Graphics to replace the downtown hot air balloon mural for \$6,029.19, which includes a ten percent (10%) contingency, from the Community Benefit Program account.

Documentation: M.O. 07-031726

Disposition: Approved.

7. AUTHORIZATION TO REPAIR CITY WELL NO.26

Recommendation: That City Council authorize the repair of City Well No. 26 by Valley Pump & Dairy Systems in an amount not to exceed \$42,254, inclusive of parts, labor, taxes, and a 10 percent contingency.

Documentation: M.O. 08-031726

Disposition: Approved.

8. APPROVAL OF AN AMENDMENT TO THE FISCAL YEAR 2025-2026 TRANSIT BUDGET AND ACCEPTANCE OF THE TRANSPORTATION DEVELOPMENT ACT (TDA) CLAIM

Recommendation: That the City Council:

1. Adopt the attached resolution amending the Fiscal Year 2025-2026 Transit Fund budget and approving the Transportation Development (TDA) claim;
2. Authorize staff to submit the necessary updates to the Tulare County Association of Governments (TCAG) and the Federal Transit Administration (FTA); and
3. Authorize the Finance Director to make the necessary budget adjustments.

Documentation: M.O. 09-031726, Resolution No. 11-2026

Disposition: Approved.

9. AUTHORIZATION TO NEGOTIATE A CONSULTANT AGREEMENT FOR NITRIFICATION/DENITRIFICATION DESIGN SERVICES

Recommendation: That the City Council authorize staff to negotiate a scope of services contract with Carollo Engineers for nitrification/denitrification design services.

Documentation: M.O. 10-031726

Disposition: Approved.

10. AUTHORIZATION TO MODIFY PREVIOUSLY APPROVED CARGO CONTAINER QUANTITY AND SIZE

Recommendation: That the City Council approve the requested addendum to allow a total of five cargo containers, consisting of two (2) 8' x 40' containers and three (3) 8' x 30' containers.

Documentation: M.O. 11-031726

Disposition: Approved.

11. AUTHORIZATION TO SCHEDULE A PUBLIC HEARING FOR CONSIDERATION OF REVOCATION OF BUSINESS LICENSES

Recommendation: That the City Council authorize the City Clerk to notice a public hearing for April 7, 2026, to consider the revocation of the business licenses issued for massage businesses located at 188 West Olive Avenue, 1365 West Olive Avenue, and 1531 West Olive Avenue.

Documentation: M.O. 12-031726

Disposition: Approved.

12. APPROVAL OF COMMUNITY CIVIC EVENT APPLICATION — "PORTERVILLE CELEBRATES READING" EVENT

Recommendation: That the City Council approve the Community Civic Event Application for the "Porterville Celebrates Reading" event on April 11, 2026, at Veterans Park, subject to the restrictions and requirements contained in the Application and Agreement, Exhibit A, Exhibit B, and the Outside Amplifier Permit.

Documentation: M.O. 13-031726

Disposition: Approved.

13. APPROVAL OF COMMUNITY CIVIC EVENT APPLICATION — KIWANIS CLUB OF PORTERVILLE "FLOWER TREASURE HUNT" EVENT

Recommendation: That the City Council approve the Community Civic Event application submitted by the Kiwanis Club of Porterville for the "Flower Treasure Hunt" Event on April 4, 2026, at Tule River Parkway, subject to the restrictions and requirements contained in the Application and Agreement, Exhibit A and Exhibit B.

Documentation: M.O. 14-031726

Disposition: Approved.

14. ADOPTION OF THE CITY OF PORTERVILLE ACTIVE TRANSPORTATION PLAN

Recommendation: That the City Council adopt the attached resolution adopting the City of Porterville Active Transportation Plan.

Documentation: M.O. 15-031726, Resolution No. 12-2026

Disposition: Approved.

PUBLIC HEARINGS

16. RAMIREZ RESIDENTIAL SUBDIVISION PROJECT

Recommendation: That the City Council:

1. Conduct a public hearing to receive public comments regarding the Ramirez Residential Subdivision Project;
2. Adopt a Resolution adopting the Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program for the Ramirez Residential Subdivision Project;
3. Adopt a Resolution approving the Tentative Subdivision Map for the Ramirez Residential Subdivision Project (PRC 2024-026-S); and
4. Adopt a Resolution requesting that the Tulare County Local Agency Formation Commission (LAFCo) initiate proceedings for annexation of approximately 11.47 acres into the City of Porterville and detachment from County Service Area No. 1.

City Manager Tree introduced the item, and Economic Development and Housing Manager Luisa Zavala presented the staff report.

Mayor opened the Public Hearing at 8:25 p.m.

- Gary Locks, Porterville, stated he previously opposed a higher-density version of the project but has no objection to the current proposal, which is consistent with surrounding development. He inquired about abandonment of existing wells and minimum home sizes.
- A representative from AW Engineering confirmed that homes will be approximately 2,500 square feet and that existing wells will be abandoned upon connection to city utilities.

Mayor Meister closed the public hearing at 8:28 p.m.

Council members expressed support for the project. Vice Mayor McKerverey noted he had toured the area and welcomed the applicant's reversal of Mr. Locks' prior opposition as a positive sign. Mayor Meister noted that homes projected at approximately \$650,000 would attract professionals to the area and contribute to the local housing stock. He also confirmed that block walls will be installed along Newcomb Street in accordance with the city's subdivision ordinance.

COUNCIL ACTION: MOVED by Mayor Meister, SECONDED by Council Member Rivas that the City Council approve the adoption of the Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program, approval of a Resolution approving the Tentative Subdivision Map for the Ramirez Residential Subdivision Project (PRC 2024-026-S), and adoption of a resolution requesting LAFco to initiate annexation proceedings for approximately 11.47 acres into the City of Porterville and detachment from County Service Area No. 1. The motion carried unanimously.

Documentation: M.O. 16-031726,
 (CEQA) Resolution No. 13-2026,
 (TSM) Resolution No. 14-2026,
 (LAFco) Resolution No. 15-2026

Disposition: Approved.

SECOND READINGS

17. SECOND READING - ORDINANCE 1930 - ENTERTAINMENT ZONES

Recommendation: That the Council give Second Reading to Ordinance No. 1930, waive further reading, and adopt said Ordinance.

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

Council Member Beltran requested clarification on anticipated police overtime costs associated with events under the ordinance.

City Manager Tree estimated overtime costs at approximately \$70 per officer per hour.

Police Chief Bobby Rader stated that staffing would likely range from two to six officers per event, with total overtime costs estimated between \$1,500 and \$4,000, and noted that actual costs would be determined post-event and could be reported afterward.

COUNCIL ACTION: MOVED by Mayor Meister, SECONDED by Vice Mayor McKervey that the City Council give Second Reading to Ordinance No. 1930, being AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE AMENDING CHAPTER 15.20 OF THE PORTERVILLE MUNICIPAL CODE TO ESTABLISH ENTERTAINMENT ZONES, waive further reading, and adopt the Ordinance.

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

Documentation: M.O. 17-031726, Ordinance No. 1930

Disposition: Approved.

SCHEDULED MATTERS

15. APPROVE CONSOLIDATION OF THE COMMUNITY DEVELOPMENT AND ENGINEERING & PROJECT MANAGEMENT DEPARTMENTS

Recommendation: That the City Council:

1. Approve the proposed reorganization consolidating the Community Development Department and the Engineering and Project Management Department into a single Planning and Engineering Department;
2. Authorize staff to implement the organizational and staffing changes necessary to carry out the new departmental structure; and
3. Direct staff to complete the meet-and-confer process with the affected bargaining units and implement the reorganization consistent with the City's personnel policies and applicable labor agreements.

City Manager Tree introduced the item and presented the staff report.

Vice Mayor McKerverey moved the item, citing long-term growth goals and existing fiscal challenges. He stated that a more efficient development services model is necessary and that consolidation would improve service delivery. He expressed confidence in a fair meet and confer process and suggested consideration of severance for affected employees.

Council Member Rivas seconded the motion, expressed support for the reorganization based on fiscal concerns, and emphasized fair treatment and reassignment opportunities for impacted employees.

Council Member Beltran expressed concerns regarding insufficient data, lack of comparable city analysis, and the Council's fiscal responsibilities. He emphasized the value of institutional knowledge, questioned the timing of the proposal relative to ongoing consultant reviews, and requested the item be tabled for further analysis.

Mayor Meister supported the proposal, citing goals of reducing regulation and improving efficiency. He referenced existing use of consultants, raised concerns about information leaks, and noted that development fees have not been updated in over twenty years. He emphasized opportunities for affected employees through the meet and confer process and stated adjustments could be made if needed.

COUNCIL ACTION: MOVED by Vice Mayor McKerverey, SECONDED by Council Member Rivas that the City Council approved the proposed reorganization consolidating the Community Development Department and the Engineering and Project Management Department into a single Planning and Engineering

Department, authorize staff to implement the organizational and staffing changes necessary to carry out the new departmental structure, and direct staff to complete the meet-and-confer process with the affected bargaining units and implement the reorganization consistent with the City's personnel policies and applicable labor agreements.

AYES: Rivas, Green, McKervey, Meister

NOES: Beltran

ABSTAIN: None

ABSENT: None

Documentation: M.O. 18-031726

Disposition: Approved.

AB 1234 REPORTS

1. Local Initiatives Navigation Center (LINC) Committee - March 4, 2026

Council Member Beltran reported on the March 4 LINC Committee meeting, noting approval of prior minutes, current budget status, and that the Navigation Center remains at capacity with ongoing housing placements. He provided updates on facility improvements, identified service gaps including legal assistance and volunteer barbers, and noted planning for upcoming fundraising efforts. The next meeting is scheduled for April 1.

2. Tule East Groundwater Sustainability Agency (TEGSA) Special Meeting - March 4, 2026

Public Works Director Robert Alvarez reported on the March 4 TEGSA meeting, including approval of prior minutes, authorization of an agreement with the City for services, and confirmation of TEGSA's GSA status. He noted a public hearing scheduled for March 11, ongoing coordination with Tulare County on well permits, and legislative progress on AB 568.

3. Heritage Committee Meeting - March 9, 2026

reported on the Heritage Committee meeting, highlighting project updates including the Westfield Bridge banner concept, first responder's mural, and potential historical mural. He noted planning efforts for the Washington Monument dedication and coordination with community groups for upcoming events.

4. Mighty 190 Meeting - March 9, 2026

City Manager Tree reported on a Highway 190 partnership meeting, noting collaboration among regional agencies and organizations to promote tourism. He shared data on tourism's economic impact in Tulare County and highlighted ongoing promotional efforts and community event planning.

5. Tule East Groundwater Sustainability Agency (TEGSA) - March 11, 2026

Council Member Green reported on the March 11 Tule East GSA meeting, noting Porterville's approval for inclusion, adoption of a resolution, and authorization of agreements, grant applications, and participation in monitoring programs. He also reported on staffing and budget direction and upcoming agenda items.

6. Tulare County Association of Governments (TCAG) - March 16, 2026

Mayor Meister, Council Member Rivas, and City Manager Tree reported on the March 16 TCAG meeting, noting funding allocations for streets and transit, updates on regional transportation projects, and an increase in year-to-date revenues. The next meeting is scheduled for April 20.

ORAL COMMUNICATIONS

- Jean Vafeades, Porterville, encouraged residents to read a local opinion article regarding the actions and intentions of certain council members.
- Richard Eckhoff, Porterville, provided historical perspective on the city's engineering functions and argued that growth requires expanding city capacity, not reducing it.
- Alexis Espinoza, Porterville, raised concerns about transparency for affected employees, referenced emotional reactions following the vote, noted recent project success under current staff, and offered volunteer support to the Navigation Center.
- Diane Wagner, Porterville, called for accountability from council members, thanked the City Attorney for her service, and warned against further outsourcing of city functions.
- Taha Saleh, Porterville, expressed disappointment with the outcome of the meeting, criticized the Council's response to public testimony, and thanked the City Attorney for her service.
- Elizzian Rose, Porterville, argued that reducing staff while expecting improved performance was unreasonable and urged stronger advocacy from Council Member Green.
- Brock Neeley, Porterville, argued that educational attainment is key to economic growth and criticized the Council's approach to assigning credit and blame for city issues.
- Korey Wells, Porterville, criticized Council Member Beltran's conduct and alleged a pattern of using public office to target private citizens.
- Greg Shelton, Porterville, expressed support for the Council's direction, stated that financial challenges require action, and criticized personal attacks against council members.
- Grant Wagner, Porterville, opposed Item 15 and urged council members to speak independently if they disagreed with the majority.
- Scott Bowler, Porterville, announced his intent to run for city council and criticized the Council's lack of outreach and handling of employees affected by Item 15.
- Adrian Moraga, Porterville, commended the inclusion of language in the reorganization plan addressing potential reassignment of affected employees.
- Lee Qualls, Porterville, described the emotional impact of the vote on employees and asked the mayor to personally address remarks that had caused hurt.

OTHER MATTERS

- Council Member Beltran announced upcoming community events, encouraged public participation, and promoted CDBG-related surveys. He addressed business license enforcement, expressed concerns about the City's condition and administrative leadership, noted ongoing changes, and announced he will not seek reelection.
- Vice Mayor McKervey acknowledged recent decisions, emphasized the need for organizational change, expressed confidence in staff and Council direction, and encouraged unity while discouraging politicization.
- Mayor Meister clarified that business license revocations will be heard at a future meeting, supported strengthening ordinances, and addressed prior remarks regarding employees. He emphasized emergency preparedness, economic growth, and operational efficiency.
- City Manager Tree recognized staff efforts in onboarding GSA personnel, commended public safety departments, and highlighted successful Parks and Leisure community events.

CLOSED SESSION

None.

ADJOURNMENT

The City Council adjourned at 10:10 p.m. to the meeting of April 7, 2026, at 5:30 p.m.

Fernando Gabriel-Moraga,
Chief Deputy City Clerk

SEAL

Greg Meister, Mayor

**CITY COUNCIL MINUTES
CITY HALL, 291 N. MAIN STREET
PORTERVILLE, CALIFORNIA
MARCH 18, 2026, 5:30 PM**

Call to Order at 5:30 p.m.

Roll Call: Councilmember AJ Rivas, Councilmember Raymond Beltran, Vice Mayor Edward L. McKervery, Mayor Greg Meister

Absent: Councilmember Stan Green

The Pledge of Allegiance was led by Mayor Meister

Invocation – a member of the public gave an invocation.

ORAL COMMUNICATIONS

- Greg Shelton, Porterville, addressed the council, clarifying the proposed vacancies as a cost-saving measure, criticizing political narratives, attributing financial shortfalls to past mismanagement, and expressing support for the council.

CITY COUNCIL CLOSED SESSION:

A. Closed Session Pursuant to:

1 - Government Code Section 54957 - Public Employee Appointment/Employment: Title: City Attorney

**RECONVENE OPEN SESSION (AND REPORT ON ANY REPORTABLE ACTION
TAKEN IN CLOSED SESSION)**

No reportable action had taken place during closed session.

ADJOURNMENT –

The City Council adjourned at 7:00 p.m. to the meeting of April 7, 2026, at 5:30 p.m.

Fernando Gabriel-Moraga,
Chief Deputy City Clerk

SEAL

Greg Meister, Mayor

**CITY COUNCIL MINUTES
CITY HALL, 291 N. MAIN STREET
PORTERVILLE, CALIFORNIA
MARCH 30, 2026, 5:30 PM**

Call to Order at 5:30 p.m.

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

The Pledge of Allegiance was led by Mayor Meister.

Invocation - Two members of the public came forward and gave an invocation.

ORAL COMMUNICATIONS

- Andrew Buzzelli, Porterville, stated the Council improperly placed a departmental consolidation on the consent calendar, limited public comment, and may have violated open meeting laws by discussing it in closed session. He urged the Council to withdraw and nullify the decision.
- Jean Vafeades, Porterville, opposed proposed charter amendments, saying they would shift power away from taxpayers. She also raised concerns about employee layoffs in favor of consultants, hiring an out-of-town city attorney, possible misuse of library funding, and criticized comments made by the Vice Mayor about public speakers.
- Ann Marie Wagstaff, Porterville, criticized the department reorganization as rushed and based on insufficient information, noting it was placed on the consent calendar. She called for more transparency, discussion, and collaboration in decision-making.
- Taha Saleh, Porterville, thanked certain Council members for community involvement and expressed appreciation for serving on the Charter Review Committee. He voiced concern that giving the Council authority over department heads could lead to micromanagement.
- Brock Neeley, Porterville, warned that requiring Council approval for department head decisions would weaken the city manager's role. He also highlighted the high costs of placing measures on the ballot, estimating significant expenses per item and for consolidated elections.

SCHEDULED MATTERS

1. REVIEW OF CHARTER AMENDMENT RECOMMENDATIONS

City Manager Tree introduced the item and presented the staff report.

City Manager Rich Tree reviewed the charter amendment process, noting it began with 41 potential amendments in October 2025, was reduced to seven items in January 2026, and narrowed

to four items presented to the Council: voter identification for local elections, local control of public works and contracting, Council authority over department head appointments and removals, and filling Council vacancies by election. He also noted the Charter Review Committee identified additional considerations, including general charter updates and unresolved issues related to at-large versus district-based election language.

City Attorney Julia Lew explained that the City's charter is more detailed than those of most modern charter cities, which typically use shorter, framework-style documents. She clarified that charter changes require voter-approved amendments, while ordinances may address issues not specified in the charter if consistent with applicable laws. She also discussed the option of modernizing the charter by removing overly specific provisions to allow greater flexibility through ordinances rather than frequent ballot measures.

Voter Identification for Local Elections

Mayor Meister expressed support for voter identification due to concerns about election integrity but questioned the timing of placing the measure on the ballot given associated costs and pending federal and state actions.

Vice Mayor McKervey agreed with delaying the measure, citing confidence that voter ID would be addressed at higher levels of government and noting the City's significant financial challenges.

Council Member Green concurred with postponement, suggesting the issue be handled by the federal and state government.

Council Member Beltran voiced support for voter ID in principle and noted that proposed language may help avoid legal challenges experienced by other cities.

Council Member Rivas observed no significant voter fraud issues locally and supported a wait-and-see approach, while acknowledging the proposed amendment language.

The Council reached consensus not to advance the voter identification amendment at this time, with direction to postpone the item.

Local Control of Public Works and Contracting

Mayor Meister proposed simplifying the charter's public works provisions by replacing the detailed Section 61 with a streamlined provision allowing the City to perform its own work or contract with other public agencies. He stated this would help address the road maintenance backlog more cost-effectively, noting the City's ability to complete approximately one lane mile per \$100,000 through self-performance.

City Attorney Lew confirmed that the simplified language proposed would eliminate the existing procurement threshold from the charter by removing detailed provisions in Section 61.

Vice Mayor McKerverey supported the simplified approach, noting that dollar thresholds in the charter quickly become outdated and require repeated ballot measures to update.

Council Member Beltran expressed concern about the fiscal impact of broad self-performance authority, particularly regarding Measure I funds and potential over-allocation of resources to roadwork. He also questioned the reliability of the existing 20% labor cost formula. City Attorney Lew clarified that Measure I cannot legally have restricted spending requirements without affecting its status.

Council Member Green supported simplifying the charter language and noted that the existing \$5,000 procurement threshold is outdated.

Council Member Rivas expressed support for advancing the proposed item.

Public Works Director Robert Alvarez reported that a Pavement Condition Index (PCI) survey had not been conducted in approximately five years and that staff is currently assessing road conditions as part of the upcoming budget process.

COUNCIL ACTION: MOVED by Mayor Meister, SECONDED by Vice Mayor McKerverey that the City Council approve placing a charter amendment on the ballot to amend Section 61 to read, in substance, that the city shall have the power to perform any work of improvement, replacement, repair, or maintenance by use of its own forces and is not required to contract for such work, including the construction of such work, and may also contract with other public agencies for such work.

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

Documentation: M.O. 01-033026

Disposition: Approved.

Council Involvement in Department Head Appointments and Removals

Mayor Meister recognized the intent to increase Council accountability over department directors but questioned whether the \$30,000 cost of placing the measure on the ballot was justified, suggesting similar outcomes could be achieved through internal policy.

Vice Mayor McKerverey expressed concern that the proposed amendment could make the Council overly involved and suggested using performance agreements between the city manager and department directors as an alternative accountability measure.

Council Member Rivas agreed with concerns about granting Council hiring and firing authority, noting it could lead to politically motivated decisions by future Councils.

Council Member Green opposed the amendment, stating it would significantly weaken the city manager's role and supported maintaining the current structure.

Council Member Beltran noted recent turnover among department directors as evidence that change is already occurring without a charter amendment and cautioned that increased Council authority could hinder recruitment of qualified candidates.

COUNCIL ACTION: MOVED by Vice Mayor Mckervery, SECONDED by Council Member Rivas that the City Council recommend that the city manager establish individual performance agreements with department directors as a means of providing accountability, without a charter amendment. The motion carried unanimously.

Documentation: M.O. 02-033026

Disposition: Approved.

Mayor Meister clarified that the motion was a recommendation to the city manager rather than a charter change, and therefore did not require a ballot measure.

Filling Council Vacancies by Election Rather Than Appointment

Mayor Meister explained the intent to ensure voters select their representatives, citing a past vacancy where an appointed Councilmember served approximately two and a half years without an election. He emphasized returning that decision to the people.

City Attorney Lew described current charter provisions allowing vacancies to be filled by appointment until the next general municipal election. She summarized the proposed amendment requiring a special election within 30 to 180 days of a vacancy, with a temporary appointment allowed in the interim, and noted the estimated costs of approximately \$100,000 for a special election and about \$10,000 per district if consolidated with a general election.

Council Member Beltran proposed a time-based approach, suggesting appointments be used when the remaining term is one year or less, and a special election be required if the term exceeds one year.

Council Member Green supported the concept but emphasized the importance of clear and simple language for voters.

Council Member Rivas agreed that a time-based threshold is necessary and supported the one-year standard for determining whether to appoint or hold an election.

Vice Mayor McKervery shared personal experience with Council appointments and described a pattern of vacancies being filled without elections over several years. He supported the principle of increasing voter participation but expressed uncertainty whether the current draft language fully achieved the intended outcome.

COUNCIL ACTION: MOVED by Mayor Meister, SECONDED by Vice Mayor McKervery that the City Council approve placing a charter amendment on the ballot to require that Council vacancies be filled by special election when the remaining term exceeds one year, with the Council authorized to make a temporary appointment to fill the seat until that special election is held. The motion carried unanimously.

Documentation: M.O. 03-033026

Disposition: Approved.

Additional Charter Housekeeping Direction

Vice Mayor McKervery proposed reviewing the charter as a constitutional document and exploring a single, streamlined amendment to address multiple outdated provisions, including Council compensation and procurement thresholds, rather than separate ballot measures.

City Attorney Lew confirmed the approach was feasible and noted that the previously approved self-performance amendment would remove the procurement threshold in Section 61. She cautioned that removing charter provisions without replacement would default to general law.

City Attorney Lew (Election Provisions) addressed the conflict between the charter's at-large election language and the City's ordinance establishing district-based elections, noting the charter had not yet been updated. She recommended a housekeeping amendment to allow the election method to be set by ordinance for greater flexibility.

Mayor Meister expressed support for eventually returning to at-large elections, citing increased competition and voter choice.

City Attorney Lew addressed the Airport Leases and reported that the Airport Committee requested consideration of a charter amendment related to the 90-day lease cancellation notice for airport property. The Council discussed the item briefly, with no formal action taken, and it was suggested the issue could be included in broader housekeeping amendments.

COUNCIL ACTION: MOVED by Vice Mayor McKervery, SECONDED by Mayor Meister that the City Council direct staff and legal counsel to work together to refine language for a streamlined charter amendment addressing outdated provisions, including those related to Council compensation and procurement thresholds, with the intent of allowing such matters to be set by ordinance rather than fixed in the charter, and to bring the refined

language back to the Council for a final vote. The motion carried unanimously.

Documentation: M.O. 04-033026

Disposition: Approved.

City Manager Rich Tree sought direction on whether the Charter Review Committee should continue its work or whether staff should complete remaining refinements. The Council directed staff, in coordination with legal counsel, to finalize ballot language and return it for approval without further formal Committee meetings due to time constraints.

Greg Shelton, Charter Review Committee Chair, offered to assist informally with refining language and advised against bundling too many changes into a single amendment, noting it could create vulnerabilities and reduce the likelihood of voter approval. He emphasized the importance of strong, clear measures.

Members of the council expressed appreciation to the Charter Review Committee for its service and directed that the Committee be formally disbanded, with a future agenda item to be brought forward for official action. Mayor Meister noted that a future Council could form a new Charter Review Committee after the next election cycle.

ADJOURNMENT

The Council adjourned at 7:34 p.m. to the meeting of April 7, 2026, at 5:30 p.m.

Fernando Gabriel-Moraga,
Chief Deputy City Clerk

SEAL

Greg Meister, Mayor



CITY COUNCIL AGENDA – APRIL 7, 2026

SUBJECT: Authorization to Purchase Public Records Management Software and Services

SOURCE: Administrative Services

COMMENT: The California Public Records Act (CPRA) requires the City to respond to public records requests in a timely and transparent manner. In recent years, both the volume and complexity of requests have increased, placing additional demands on staff and existing processes. The City's current approach relies on email, spreadsheets, and manual tracking, which has become less efficient, particularly for requests involving multiple departments or large volumes of records.

Additionally, the City does not have a comprehensive tool to efficiently search and review large datasets, such as email communications. As a result, staff must review records individually to determine responsiveness and identify applicable exemptions, which can be time-consuming and may extend response times.

Implementing a centralized Public Records Request management system would streamline and modernize this process by providing a standardized intake portal, automated deadline tracking, and improved routing and oversight through the City Clerk's Office. These tools would enhance interdepartmental coordination, improve efficiency, and support compliance with statutory timelines.

Modern public records management platforms also include features such as automated email deduplication, batch redaction capabilities, and standardized redaction logs, which reduce manual workload and improve consistency. Additionally, these systems enhance transparency by providing a public-facing portal where users can submit requests, track progress, and access previously released records, reducing duplicate requests.

Staff solicited proposals from vendors offering public records management solutions, and the following quotes were received:

<u>Vendor</u>	<u>Start-Up</u>	<u>Year Two</u>
Granicus	\$18,563	\$18,563+

CivicPlus	\$7,894	\$12,788
justFOIA	\$9,835	\$10,327

Costs shown reflect initial year and estimated second-year pricing, which may be subject to annual adjustments.

Although JustFOIA has a slightly lower ongoing cost, CivicPlus was determined to provide the best overall value due to its enhanced automation capabilities and compatibility with the City's existing CivicPlus platform, including Agenda Management and Parks & Leisure modules. This integration will support a more efficient implementation and reduce long-term administrative overhead.

As request volume continues to grow, the City's current manual approach is becoming less sustainable. A centralized system will improve efficiency, strengthen compliance, and enhance transparency.

Funding for this purchase is available in the City Clerk General Fund operating budget, and no additional appropriation is required.

RECOMMENDATION: That the City Council authorize the purchase of Public Records Management Software and services from CivicPlus in an amount of \$7,894 for the initial term and \$12,788 for the second year, subject to a potential annual increase of up to 5%.

ATTACHMENTS:

1. Granicus Quote
2. CivicPlus Quote
3. JustFOIA Quote

Appropriated/Funded:

Review By:

Department Director:
Yuliana Andrade, Administrative Services Director

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

Granicus Proposal for Porterville, CA

ORDER DETAILS

Prepared By: Chloe Scheer
Phone:
Email: chloe.scheer@granicus.com
Order #: Q-532872
Prepared On: 25 Mar 2026
Expires On: 20 May 2026

ORDER TERMS

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

PRICING SUMMARY

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

New Subscription Fees			
Solution	Billing Frequency	Quantity/Unit	Annual Fee
Public Records Request Management	Annual	1 Each	\$10,390.00
Public Records Request Management Annual Services and Maintenance	Annual	1 Each	\$1,560.00
Hosted Data Storage (TB)	Annual	2 Each	\$0.00
Image-to-Text Conversion (OCR)	Annual	1 Each	\$3,195.00
PST Email Extractor	Annual	1 Each	\$2,556.00
Image-to-Text Conversion (OCR) Annual Services and Maintenance	Annual	1 Each	\$479.25
PST Email Extractor Annual Services and Maintenance	Annual	1 Each	\$383.40
SUBTOTAL:			\$18,563.65

- Once purchased data storage has been exceeded, data storage is billed in increments of 1TB over the purchased data storage amounts herein and will be assessed an additional annual fee of \$1,200.00 and billed in arrears. Storage is reviewed annually and is adjusted at the next annual renewal. Throughout the term of the contract Porterville, CA is able to contact Granicus for a report on how much storage has been used.

PRODUCT DESCRIPTIONS

Solution	Description
Public Records Request Management	Annual subscription to a centralized public records request management and tracking platform which includes: A branded public portal for request intake with a patented, request deflection technology option Automated date calculation that uses public records law and organization work schedules to calculate request due dates Highly configurable automated workflow rules to automate request processing and routine tasks Request tracking with monitoring tools, configurable escalations, and a complete audit trail Redaction Tool with unlimited user licenses Billing features include configurable fee schedule, time and materials tracking, and the ability to generate and present estimates and invoices to requesters A robust reporting suite Hosting in Microsoft Azure Gov, a CJIS and HIPAA compliant environment Audited annually by third party auditors for FISMA Moderate, CJIS, HIPAA, and SOC 2 Type 2 compliance.
Public Records Request Management Annual Services and Maintenance	Year 1 Services: The Granicus Services Team will conduct weekly requirements-gathering interviews with the customer over a period of 12-16 weeks during which the consultant will identify the system configuration needed for successful intake, analysis, and disposition of Public Record Requests in a manner that matches or enhances the customer's existing Public Record Request business processes and aligns with industry best practices. The Services Team will configure up to 2 Public Record Request Types, up to 40 automated workflow rules, and will coach the customer's project team on change management. Once GovQA is configured a designated Trainer will be assigned to perform live training sessions. In final preparation for software launch a transition session will be completed to the Granicus Support and Success Teams. Year 2+ Services: In addition to Granicus Support and Success the Services team will be available upon request to provide the following GovQA Assistance for customers: • New Staff Training (4 hours) • Portal Updates • Add/Update Retention Schedules • Custom Field Updates • Admin Task Updates: Adding Staff, Updating Workflows & Letterhead Templates • Recommended System Cleanup and Refresh • Report Creation • If applicable: Redaction Code Updates • If applicable: SSO Changes • If applicable: Payment Vendor Changes
Hosted Data Storage (TB)	A secure, cloud-based repository for storing documents related to records requests, designed to meet public sector compliance standards while ensuring dependable access and retention.

Solution	Description
Image-to-Text Conversion (OCR)	Uses optical character recognition (OCR) to convert documents that contain text that is not natively machine-readable (i.e., flattened with non-selectable text) into machine-readable text allowing these documents to be located via search and more easily redacted.
PST Email Extractor	Extract and deduplicate PST or MBOX files into component message files with their attachments, while retaining the original PST or MBOX file.
PST Email Extractor Annual Services and Maintenance	Year 1: The Granicus Services Team (consultant and technical support engineer) will enable and test these features. The feature's functionality will be reviewed with the customer's project team during workshops. Year 2+ Services: In addition to Granicus Support and Success the Services team will be available upon request to provide the following GovQA Assistance for customers: • New Staff Training (2 hours) • Recommended System Cleanup and Refresh

TERMS & CONDITIONS

- This quote, and all products and services delivered hereunder are governed by the terms located at <https://granicus.com/legal/licensing>, including any product-specific terms included therein (the "License Agreement"). If your organization and Granicus has entered into a separate agreement or is utilizing a contract vehicle for this transaction, the terms of the License Agreement are incorporated into such separate agreement or contract vehicle by reference, with any directly conflicting terms and conditions being resolved in favor of the separate agreement or contract vehicle to the extent applicable.
- If submitting a Purchase Order, please include the following language: The pricing, terms and conditions of quote Q-532872 dated 25 Mar 2026 are incorporated into this Purchase Order by reference and shall take precedence over any terms and conditions included in this Purchase Order.
- This quote is exclusive of applicable state, local, and federal taxes, which, if any, will be included in the invoice. It is the responsibility of Porterville, CA to provide applicable exemption certificate(s).
- Any lapse in payment may result in suspension of service and will require the payment of a setup fee to reinstate the subscription.

BILLING INFORMATION

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

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

The pricing, terms, and conditions of quote Q-532872 dated 25 Mar 2026 are incorporated into this Purchase Order by reference and shall take precedence over any terms and conditions included in this Purchase Order.

AGREEMENT AND ACCEPTANCE

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

Porterville, CA	
Signature:	
Name:	
Title:	
Date:	

**CivicPlus**

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

Quote #:
CivicPlus Pricing
Approval Date:
Expires On:

Statement of Work
Q-120773-1
3/26/2026 12:36 PM
4/24/2026

Client:
City of Porterville, CA

Bill To:
PORTERVILLE CITY, CALIFORNIA

SALESPERSON	Phone	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Jessica Drummer		jessica.drummer@civicplus.com		Net 30

Discount(s)

QTY	PRODUCT NAME	DESCRIPTION	12 Month Value
1.00	NextRequest Year 1 Annual Fee Discount	Year 1 Annual Fee Discount	USD -6,394.00

One-time(s)

QTY	PRODUCT NAME	DESCRIPTION	12 Month Value
1.00	NextRequest PT Standard Implementation	Standard Implementation (Virtual Only): Admin Users: 1 Kickoff Call, 1 Admin Training. Staff Users have Access to a monthly webinar for general training and questions	USD 1,500.00

Recurring Service(s)

QTY	PRODUCT NAME	DESCRIPTION	12 Month Value
1.00	NextRequest PT Standard Plan	NextRequest Standard Plan for local agencies; Unlimited Staff Users, Up to 10 Admin-Publisher Users, Up to 2TB Storage. Core Features: Review & Redaction Features, Payments, IT & Compliance Features	USD 12,788.00

List Price - Initial Term Total	USD 14,288.00
Total Investment - Initial Term	USD 7,894.00
Annual Recurring Services (Subject to Uplift)	USD 12,788.00

Initial Term	24 Months, beginning at signature date. Total Investment - Initial Term refers to the first 12 months of the agreement. Annual Recurring Services (subject to Uplift) refers to the second 12 months of the agreement.
Initial Term Invoice Schedule	100% Invoiced upon Signature Date

Renewal Procedure	Automatic 1 year renewal term, unless 60 days notice provided prior to renewal date
Annual Uplift	5% to be applied in year 2

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

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

Client may issue purchase orders for its internal, administrative use only, and not to impose any contractual terms. Any terms contained in any such purchase orders issued by the Client are considered null and will not alter the Binding Terms, the Agreement or this SOW.

Acceptance of Quote # Q-120773-1

The undersigned acknowledges having read, understood, and agreed to be bound by the binding terms and conditions incorporated into this SOW. This SOW shall become effective as of the date of the last signature below ("Effective Date").

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

Authorized Client Signature

CivicPlus

By (please sign):

By (please sign):

Printed Name:

Printed Name:

Title:

Title:

Date:

Date:

Organization Legal Name:

Billing Contact:

Title:

Billing Phone Number:

Billing Email:

Billing Address:

Mailing Address: (If different from above)

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



Fernando Gabriel-Moraga
Deputy City Clerk
City of Porterville ("Client")
Post Office Box 432
Porterville, CA 93258

☎ (866) 761-5301
➤ 3717 Apalachee Parkway
Suite 201
Tallahassee, Florida 32311
✉ sales@justfoia.com
🌐 www.justfoia.com

Dear Fernando Gabriel-Moraga,

Thank you for considering **JustFOIA's Proposal** in your organization's search for a Records Request Tracking Solution. Please consider the following benefits included with your JustFOIA partnership and subscription:

- **Long-Term Partnership Ensuring Client Success:** We are with you every step of your JustFOIA Client Journey. Our Delivery Team conducts live trainings and partners with you to ensure the system is configured to your unique needs. Our partnership continues throughout your journey, supported by our Technical Support & dedicated Client Success Teams.
- **Continuous Training:** In addition to live training, JustFOIA provides a complimentary subscription to a Learning Management System (LMS) including on-demand continuing educational videos and content.
- **Government Security & Compliance:** All JustFOIA client sites are deployed exclusively on the Microsoft Azure Government Cloud, the Gold Standard in government-level security. As a certified SOC 2 organization, JustFOIA ensures the foundational principles of security, privacy, compliance, and transparency.
- **Unlimited Administrators, Power Users & General Users:** No matter the number of staff involved in records requests, JustFOIA allows unlimited users for all contracted modules at no additional charge.
- **Configurability & Flexibility:** JustFOIA is more than *just* FOIA. Receive a better return on investment by leveraging the solution for more than public records. Liens, Permits and Subpoenas are just a few client examples. With JustFOIA, you have more control over system settings and functionality than any other solution. Dynamic fields recognize keywords entered by citizens to point them to the right place.
- **Having a Voice:** JustFOIA was created based on client feedback, which continues to be the main source of product roadmap ideas. Clients play an essential role in our product feedback loop, collaborating with JustFOIA's Product Development & Quality Assurance Teams to ensure powerful and easy-to-use releases.

If you have any questions concerning our proposal or desire additional information, please do not hesitate to contact me. We appreciate your consideration and hope that we will have the pleasure of partnering with you.

Sincerely,

Chris Di Blasi

Account Executive

(850) 757-7251 | chrisd@justfoia.com



Proposal

City of Porterville

Issued: March 20, 2026



EXECUTIVE SUMMARY

Records request challenges continue to increase, and the call for transparency is at an all-time high. Organizations are selecting JustFOIA to bridge the transparency gap with their community to create an environment of trust and accountability. JustFOIA licenses a software-as-a-service solution (the “Solution”), which is the **easiest-to-use records requests software** that manages every step of the process from intake to delivery. Our Solution can help you save valuable time by automating repetitive tasks, such as redactions, assignments, reminders, and communication with requesters and responders. It is now essential to leverage technology to streamline your records requests process.

OUR COMPANY

Built by users, for users

JustFOIA, Inc. (“JustFOIA”) began as a product built for MCCi’s public sector clients from a deep understanding gained through 20+ years of servicing municipal clerks, records managers, and the public sector. From its founding roots as a Municode company, MCCi has accelerated more than 1,600 clients’ digital transformation journeys by adding intelligence to their processes.



Because many of these clients were searching for a way to better manage the rise in complexity and volume of their organizations’ records requests, MCCi’s development team and leadership worked hand-in-hand with these clients to simplify the process and provide a better user experience for records managers and the constituents they serve. **In 2014, the JustFOIA Solution was launched.** Fast forward to 2020, JustFOIA’s success sparked the need for its own brand and evolution into becoming a sister-company to MCCi. In 2022, we celebrated the milestone of over 1 MILLION records requests processed in JustFOIA, serving more than 500 clients in 44 states.

WHAT MAKES US DIFFERENT

Development fueled by client ideas



Our clients continue to be a vital component of our product feedback loop with client success, implementation, and support teams all regularly contributing ideas to product management. With the launch of our [Ideas Portal](#), **we ensure clients have a voice**, providing a direct line to submit ideas for development consideration, see the status of their development request, and actively vote for the most important features and improvements.

We believe ideas get better when you create an environment of sharing. We regularly organize specialized group discussions, where users with similar challenges engage with our team to make the system work better for them. In addition to testing done by our seasoned, in-house development and quality assurance testing teams, when large features are ready to be tested, we gather beta clients for focus groups and trial usage before releases make it to prime time.

Personalized, consultative services approach

When choosing a records request management solution partner, there are many things to consider. Features and functionality are certainly part of any software partner buying decision, but what will truly dictate your overall experience will be the support you receive during the initial implementation and beyond. We know records requests are only a part of your overall responsibilities, so we start by taking a personalized, consultative approach to the implementation. You’re not expected to figure this out on your own – we take the time to fully understand your unique needs and conduct multiple live trainings with your Administrators and Power Users, making sure the end result is the desired one.

Best-in-class technical support

Once your project is complete, you will have access to our stellar Technical Support Team, maintaining a documented **100% client satisfaction rate**, for troubleshooting and supporting the Solution. We offer optional supplementary support packages as well, giving you more access to our staff based on your needs.



Proactive client success



JustFOIA



We are fanatical about client success. Don't just take our word for it—check out our [G2 Reviews](#). Success starts with our eagerness to understand our clients' needs and where they are headed on their journey to streamlining their records requests processes. We believe in a proactive support methodology, which begins with client education, excellent service, and communication. Your organization will have a **dedicated Client Success Specialist** that can:

- Identify any needs that could easily be addressed by the Solution
- Serve as a resource for questions and answers, best practices, how other clients are using the system with the use of documented case studies, support center, etc.
- Provide continued education for existing and new users through webinars, workshops, user groups, and more
- Coordinate with our sales operations team for pricing/renewals inquiries and budgetary information

Easiest-to-use or we'll retrain you free

We understand that software – no matter how many features it has – can't be great unless it's easy to use. **We guarantee that JustFOIA is the easiest-to-use records request software, or we will train you again at no extra cost.**



To back this up and to supplement our **live trainings**, we offer our industry-exclusive [Learning Management Software platform](#) – The Training Center for JustFOIA – to our clients for free. With unlimited, on-demand access to hundreds of help videos and product documentation, live monthly learning sessions, and peer-based user groups, training new departments and employees is a breeze. We leverage the platform as we roll out JustFOIA to new clients every day, using it to store custom training videos and designing courses for users that simplify training on new features and functionality. If you are as passionate about learning as we are about training, get JustFOIA certified. We offer certifications for Administrators, Power Users and General Users.

WHAT'S INCLUDED WITH JustFOIA PRO PLUS?

FEATURES & SERVICES		Pro Plus
Security & Compliance		
SOC 2 Certified Organization Partner		✓
Annual Employee Certified CJIS & HIPAA Training		✓
ADA/Section 508 Compliant		✓
CJIS ACE Seal of Compliance		✓
Secure Hosting on Microsoft Azure Government Cloud (FedRAMP Authorized at Level High)		✓
Texas Risk and Authorization Management Program (TX-RAMP) Certified Cloud Product		✓
System Updates		✓
Single Sign-On (SSO)		✓+
Data Storage & Users		
Standard Data Storage		Unlimited
Unlimited Administrators, Power Users, General Users, & Viewers		✓
Requester Experience		
One (1) Configurable Public Portal for Requesters to Submit & Track Requests		✓
Search Archive to Allow Requesters to Search Previous Requests		✓
Dynamic Form Fields (e.g., conditional fields or messages)		✓
User Experience		
Retention Schedules		✓
Configurable Workflow for User(s)/Department(s) to Work Concurrently		✓
DirectRoute Workflow		+
Notifications, Reminders & Alerts		✓
In-App Internal & External (Requester) Communication Tools		✓
In-App Redaction with Auto-Redaction (Unlimited Users)		✓
Unlimited File Size in Release to Requester		✓
Any & All Document Management with .PST File Extraction, Response Doc Folder Organization, In-App Document Viewer & Batch Auto-Redaction		✓
Time & Materials Tracking		✓
Invoicing Module		✓
Payment Portal for Credit Card Processing (Global Payments, Authorize.net, PayPal, NIC, Catalis, Point And Pay, or Paymentus)		✓+
Laserfiche Integration for Importing/Exporting Files		+
Reporting Dashboard		✓
Standard & Custom Reports through Advanced Reporting		✓
Training/Onboarding		
Dedicated Project Lead		✓
Live, Remote Administrator & Power User Training		✓
Live, Onsite Administrator & Power User Training		+
One-Week Hypercare Period after Go-Live		✓
24/7/365 Training Center LMS with Client-Specific & General Trainings & Videos		✓
Client Service & Support		
Live Technical Support from 8:00 AM to 5:00 PM local time within the continental United States		✓
Dedicated Client Success Specialist		✓
Monthly Webinars		✓
JustFOIA Supplemental Support Hours		+

✓ Included +Optional ✓+Client choice of SSO or Payment Portal Included (Also available as an Optional Add-on)

PRICING



3717 Apalachee Parkway, Suite 201
Tallahassee, FL 32311
850.701.0725
850.564.7496 fax

Client Name: City of Porterville
Client Address: Post Office Box 432 Porterville, CA 93258
Quote Number: 40851
Quote Type: New JustFOIA System

Quote Date: 3/20/2026

<i>Product Description:</i>	<i>Qty.</i>	<i>Unit Cost</i>	<i>Total</i>
<u>JustFOIA ANNUAL RECURRING SERVICES</u>			
☒ JustFOIA Pro Plus	1	\$9,835.00	\$9,835.00
☒ Single Sign-On (SSO)	1	Included	Included
☒ Any & All Document Management	1	Included	Included
☒ Unlimited Admins, Power Users & General Users	1	Included	Included
☒ Unlimited Storage	1	Included	Included

SUBTOTAL - RECURRING ANNUAL SERVICES	\$9,835.00
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<i>Service Description:</i>	<i>Qty.</i>	<i>Unit Cost</i>	<i>Total</i>
<u>JustFOIA SERVICE PACKAGES</u>			
☒ Pro Implementation	1	Included	Included
☒ Configuration of 1 Request Form • Public Records Requests	1	Included	Included
☒ Single Sign-On Configuration	1	Included	Included
☒ Any & All Document Management Configuration	1	Included	Included

SUBTOTAL - ONE-TIME SERVICES	\$0.00
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YEAR 1 ORDER COST	\$9,835.00
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All Quotes Expire 30 Days from Quote Date

This is NOT an invoice. Please use this confirmation to initiate Client's purchasing process.

NOTE: The information presented in this document is based on the results of JustFOIA's and Client's collaborative preliminary discovery thus far. As planning and discovery continue, the project scope and costs may change to meet the specific needs of Client. **JustFOIA will provide Master Services Agreement and Addendum with Assumptions, Terms & Conditions for review and approval prior to the start of any project.**

RECURRING SERVICES

Client has elected to license the JustFOIA software provided as a service (the "Solution").



An annual increase of 5% will be applied to the immediately preceding annual rates (excluding any initial or one-time discounts). The Recurring Services portion of this Order and/or applicable Addendum will renew upon payment of annual renewal invoice or will terminate as set forth below ("Termination" section).

SALES TAX

Sales tax will be invoiced where the Client is not exempt and/or has not communicated its tax status to JustFOIA. Sales tax is not included in the fee quote above.

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TECHNICAL SUPPORT

To support your journey, it's important to have a plan in case issues or needs arise.

Technical Support

JustFOIA Technical Support is provided for all clients through the online support center, by email (support@JustFOIA.com), or by telephone (800-342-2633), during business hours of 8:00 AM to 5:00 PM local time within the continental United States. Technical Support covers Solution break/fix support, version updates, and continued educational resources including the JustFOIA Training Center.

	JustFOIA Technical Support Services	JustFOIA Managed Support Services	JustFOIA Process Administration Support Services
Description	Technical	JMSS	JPASS
Easy access to JustFOIA's team of support technicians for break/fix support issues (i.e., error codes, bug fixes, etc.) & basic Q&A support	■	■	■
Remote access support through web meeting	■	■	■
Access to version updates, security updates and hotfixes	■	■	■
Customized JustFOIA Training Center Support	■	■	■
Access to high-level support technicians with enhanced knowledge		■	■
Remote Training for New/Existing Users		■	■
Annual System Review (upon Client request)		■	■
System Settings Consultation		■	■
Assistance with Current System Modifications*		■	■
Assistance with New System Configurations**		■	■
Configuration Changes to Routing of Current DirectRoute Workflows		■	■
Dedicated Technical Support Professional			■
Institutional Knowledge of Client's Solution			■
Proactive recurring consultation calls upon the Client's request			■
Adjust Current SSO or Payment Portal Connections			■

***Current System Modifications** includes Public Portal, Forms, Standard Workflows, Email Templates, Advanced Reports, Custom Dashboards, Dynamic Fields, Users, and Redaction settings.

****New System Configurations** includes Users, Forms, Standard Workflows, Email Templates, Advanced Reports, Custom Dashboards, Dynamic Fields, Users, and Redaction settings. This will also include new additional features that are added to Client's subscription in the future.

Note on Hours usage: JustFOIA allows clients to use their hours for a multitude of post-implementation services, as long as a request will not start a service that cannot be completed within the hours available. The creation of new DirectRoute Workflows is not included in Supplemental Support Services.

HOW DOES IT WORK?



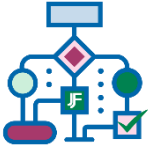
Receive Records Requests through Your Configurable Public Portal

Direct requesters to an online experience to submit and track the status of their requests, search previous requests, pay invoices, and more. Requesters are automatically notified of receipt.



Create Custom Request Forms

Modernize paper forms and emailed PDF requests with as many configurable, web-based forms as you want. Digital forms allow you to quickly collect all the information you need from the start!



Reduce Response Times through Workflow

Streamline your process by automating repetitive tasks and communications through process mapping. Departments and users can be assigned and automatically notified of tasks and due dates. Reminders, escalations, reassignments, and approvals are configurable within each task.



Centralize All Communications – With the Requester and Internal

Create transparency and simplify your communications both internally and externally. Design and automate common communications with templated messages and workflows.



Redact Sensitive Information

Automatically redact documents with one click or manually remove sensitive data. Features include text search, proximity search, redact selected text and/or full page(s). There is no per-user fee, so any user can redact a document if they are permitted by your organization. An exemption log can be automatically generated to accompany each request to explain any redactions.



Estimate & Log Time & Materials

Keep track of the labor, time, and materials costs of fulfilling requests. Configure individual user hourly rates and standard material fees, so invoicing is made simple.



Generate Invoices and Receive Payments

Issue invoices and receive payments inside the Public Portal. Accept all forms of payments including credit cards via our optional, PCI-Compliant Payment Portal, using third-party payment processors.



Import & Organize Response Documents

Easily upload documents from your computer, network or via our optional Laserfiche integration for the requestor to retrieve through your secure JustFOIA Public Portal. Using our optional Any & All Document Management module, extract .PST files and simplify managing hundreds of files.



Analyze Comprehensive Reports

Custom reports are available, in addition to standard reports, such as:

- | | | |
|----------------------|----------------------|---------------------|
| ▪ Processed Requests | ▪ Fees Totals | ▪ Correspondence |
| ▪ Bottlenecks | ▪ Time and Materials | ▪ Open Requests |
| ▪ User Activity | ▪ Deleted Requests | ▪ Request Retention |
| ▪ Paused Requests | ▪ User Task Activity | ▪ Payment Details |

WORLD-CLASS, STANDARD SECURITY & COMPLIANCE

JustFOIA is committed to providing a secure platform for our clients that meets or exceeds industry standards. JustFOIA's SOC 2 Type 2 certification, as defined by the American Institute of Certified Public Accountants (AICPA) demonstrates that an external auditing firm has verified the implementation of strict information security and risk management policies and procedures. JustFOIA's CIO is CISSP certified. **All JustFOIA client sites are deployed exclusively on the Azure Government Cloud**, which was built upon the foundational principles of security, privacy and control, compliance, and transparency. JustFOIA is also the only TX-RAMP Certified records request management cloud product.



SOC 2 COMPLIANCE

The official SOC 2 audit report provides a thorough review of processes relating to risk management, including:

- Internal Controls
- IT Infrastructure
- Logical Security
- Environmental Security
- Disaster Recovery Plans
- Access Management Policies
- Software Development Lifecycle
- Network Security
- Computer Operations
- Acceptable Use Policies
- Subservice Due Diligence
- Change Management Procedures
- Physical Security
- Business Continuity
- Corporate Ethics

MICROSOFT AZURE GOVERNMENT CLOUD

Microsoft Azure Government Cloud is FedRAMP Authorized at Level High and designed to handle data subject to certain government regulations and requirements, such as NIST800.171 (DIB), ITAR, IRS 1075, DoD L4, and CJIS. Azure Government uses physically isolated datacenters and networks (located in U.S. only).

ENCRYPTED DATA

The Solution is a web-based application, and all HTTP communications are secured in transit by TLS 1.2 (aka HTTPS). Your data is encrypted at rest transparently using 256-bit AES encryption, one of the strongest block ciphers available, and is FIPS 140-2 compliant.

WEB APPLICATION FIREWALL

Azure Web Application Firewall (WAF) provides protection of your web applications from common exploits and vulnerabilities. SQL injection and cross-site scripting are among the most common attacks. WAF on Application Gateway is based on Core Rule Set (CRS) 3.1, 3.0, or 2.2.9 from the Open Web Application Security Project (OWASP). With no additional configuration required, the WAF automatically updates to protect against new vulnerabilities.

LAYER 7 LOAD BALANCING & NETWORK SECURITY GROUPS

Load Balancing distributes traffic across multiple servers to improve availability and performance. Azure Application Gateway serves as a web traffic load balancer that directs traffic to web applications. While traditional load balancers operate at the transport layer (OSI layer 4), Azure Application Gateway makes routing decisions based on additional attributes of an HTTP request, such as URI path or host headers. Application layer (OSI layer 7) load balancing gives the JustFOIA team greater control in managing the Solution's infrastructure. As a second layer of protection, Network Security Groups applied will only allow traffic that is explicitly defined as allowed.

MONITORING & PERFORMANCE ANALYSIS

Our monitoring and alerting systems notify our Network Operations Center (NOC) of any issues with availability or performance. Our engineers are available 24/7 to address any cloud infrastructure issues.

P2S = POINT TO SITE VPN

Support & administrative personnel access the Solution's backend infrastructure via secure VPN connections only.

UPDATE MANAGEMENT

Updates for Windows Server OS and SQL Server are managed through Azure Automation Update Management, deploying critical and security updates monthly and classification updates quarterly.

AZURE BACKUP & SITE RECOVERY SERVICES

Azure's backup service provides independent and isolated backups to guard against accidental destruction of original data. Backups are encrypted and stored in a Recovery Services Vault with built-in management of recovery points.

The Solution's Disaster Recovery is built upon Azure Site Recovery (ASR), a native disaster recovery as a service that replicates all Virtual Machine disks (OS and Data for all web, application, and database servers) from the Azure Region hosting your production environment to a geographically disparate Azure Region. Replicas are kept up to date within five (5) minutes.

ONGOING SECURITY INNOVATION

As you can see, we take numerous measures to secure your data. While we're confident in our technology, we recognize that no system can guarantee data security with 100% certainty. For that reason, we will continue to innovate, maintain state of the art security measures, and thoroughly investigate any reported security issues concerning JustFOIA's services or software.

508/ADA COMPLIANCE

As part of our ongoing commitment to providing the easiest-to-use records requests software, we are dedicated to providing a web application that is accessible to the widest possible audience, regardless of technology or ability. As such, we strive to remove barriers that might prevent a person with disabilities from using our products by adhering to the Revised Section 508 Standards published by the United States Access Board.



The WCAG level of compliance is approved by the ADA for websites and provides recommendations for making content accessible. JustFOIA's citizen-facing pages perform at a Level AA (or level two) conformance to these guidelines, including:

- **Text Equivalents:** Alternative text for appropriate images and other non-text elements
- **Full Keyboard Access:** Built so that it can be accessed using a keyboard
- **Site Consistency:** Feature and functions perform the same way every time
- **Site Structure:** Appropriate headings, lists, paragraphs, style sheets, and other format features to enable easy use with assistive technology
- **Links:** Descriptive link titles, unless the link text already fully describes the target

JustFOIA routinely completes a Voluntary Product Accessibility Template (VPAT) and engages with external consultants certified by the International Association of Accessibility Professionals to ensure our Solution conforms with required standards. Our [VPAT Report](#) allows us to provide the data needed for your procurement team to verify that the JustFOIA Solution complies with Section 508 technical requirements.

CLIENT JOURNEY TO EMPOWERMENT

We're going to walk with you hand-in-hand throughout your JustFOIA Client Journey, actively supporting and guiding your team as they interact and engage with the Solution – thus, empowering your team to manage the system post-implementation. This journey is not viewed as a one-time transaction but as an ongoing partnership, where we remain committed to client success and satisfaction at every stage.

DELIVERY TEAM

Once you have selected your “destination” of JustFOIA, our Delivery Team will guide you through four phases of implementation, ensuring a smooth path to Go-Live:

Phase 1: Pre-Implementation

We think it's important that we get to know each other first – building upon the knowledge gained during the decision-making process to configure the Solution to your specific needs. Your Project Coordinator will gather configuration data and outline expectations for the upcoming implementation phases. During our “Implementation Launch Session,” your assigned Project Coordinator will discuss training, confirm the timeline and key milestone dates, and introduce you to the public-facing side of your JustFOIA site and request form(s).

Phase 2: System Training & Configuration

This phase will consist of two remote/live “*System Training Sessions*” for Administrators and Power Users, focusing on the practical application of the Solution through a hands-on experience submitting and working with mock requests to create a deep practical understanding of requests and administration settings. Clients are introduced to form configurations, retention options, redaction capabilities, communication tools, and more.

Phase 3: Request Training, Processing & Testing

Administrators and Power Users will be guided through the designed request form workflow, creating a collaborative, problem solving experience that results in a more intimate understanding of the process.

As Administrators and Power Users become experts in the Solution, the JustFOIA Delivery Team will collaborate with you to assist in onboarding general users. With numerous resources to onboard and introduce your staff to the Solution including custom training outlines, workflow maps, and guides for long-term reference, JustFOIA empowers you to create an internal training program while reinforcing your own knowledgebase.

Following training, a designated testing window reinforces training principles while preparing to launch the JustFOIA Solution to the public. Your assigned Project Coordinator will be on stand-by to make necessary system modifications.

Phase 4: Launching JustFOIA

Now, the moment we've been waiting for – it's time to Go-Live with JustFOIA! The Delivery Team is invested in your success and will be with you every step of the way. We will remove test data from your JustFOIA site and provide a press kit to spread the word about your efforts to promote transparency. High-level priority is given to inquiries and adjustments during our *Hypercare Check-in Service* period until you are transitioned to your long-term Client Success and Technical Support Teams.

CLIENT SUCCESS

Once you have launched JustFOIA to the public, your journey is only just beginning. Every JustFOIA client is assigned a dedicated Client Success Specialist to ensure they are getting the most out of their investment. Your Client Success Specialist can consult with you to recommend best practices and solutions to common records request issues. We invite clients to participate in periodic user webinars, training opportunities, user communities, and focus groups. Regardless of user type, there is something for everyone.

In addition to ensuring your satisfaction with JustFOIA, your Client Success Specialist will recommend resources found in the Training Center for JustFOIA, our complimentary learning management system with unlimited, on-demand access to hundreds of help videos and product documentation.

JUSTFOIA DEFINITIONS

To determine which modules are applicable, please refer to the Pricing section. Your specific implementation may not include all modules described below.

REDACTION MODULE

Our powerful in-App Redaction Module allows you to upload and redact documents automatically with one click or manually remove sensitive data. Features include text search, pattern matching, proximity search, redact selected text and/or full page(s). Easily apply exemption codes to cite redaction reasons. Once applied, redacted areas are burnt into the document and cannot be recovered or removed so only the redacted version can be released. There is no per-user fee, so any permitted user can redact a document.

JUSTFOIA TRAINING CENTER

The JustFOIA Training Center is a robust Learning Management System that offers remote learning, ongoing training and certification. This complimentary subscription provides an easy solution for new users and refresher training. Benefits include:

- 24/7 access to on-demand JustFOIA training videos, certification courses and other resources
- Reduction in training time and expenses
- Catered learning for all skill levels from Basic Users to System Administrators
- Unlimited access for Client's entire organization
- Reduction in internal support and increased user productivity
- Increased efficiency through improved internal usage/adoption of JustFOIA
- Customized with fully indexed, recorded training sessions

ADVANCED REPORTING

The Advanced Reporting module will allow Client to select data points to create custom reports and includes the following:

- User-selectable data points
- User-defined date ranges
- Saving created reports
- Ability to export data

SINGLE SIGN-ON (SSO)

The JustFOIA authentication system enables [Single Sign-On](#) ("SSO") integration by allowing connection to one of many supported identity providers. This allows users to login to JustFOIA via trusted connections established with their IT infrastructure (e.g., Microsoft Entra ID (formerly known as Azure Active Directory) login) instead of using username and password authentication within JustFOIA. This feature eliminates the need for users to maintain two sets of credentials, is easier for Client's IT organization to maintain security protocols and gives Client better control over managing user access.

The following types of enterprise connections can be made:

- Microsoft Entra ID (formerly known as Azure Active Directory)
- ADFS
- Open ID Connect
- Active Directory
- PingFederate
- Google Workspace (formerly G Suite, formerly Google Apps)
- SAML
- Duo

PAYMENT PORTAL

JustFOIA integrates with Global Payments, Authorize.net, PayPal, NIC, Catalis, Point And Pay, and Paymentus payments to collect payments from requestors online. These third-party payment processors handle all monetary transactions and sensitive credit card data. The requestor enters the request number/security key to see any fees that they owe. If they owe fees, they can pay through a secure Global Payments, Authorize.net, PayPal, NIC, Catalis, or Paymentus payments site. Once they pay, users are able to make the request documents available for immediate release.

LASERFICHE INTEGRATION

Our exclusive Laserfiche integration is a seamless bridge, allowing your organization to leverage Laserfiche to fulfill records requests more quickly and efficiently. From inside the JustFOIA Solution, users can securely connect to their Laserfiche repository to search and browse for responsive documents, sending selected documents to a specific request in the same file format as they are in the repository. As part of your Laserfiche Integration, you can export custom system reports directly into your Laserfiche repository, as well as all parts of a request including communications, response documents, invoices, and a full timeline history of activity on the request. This integration requires each user to have a full Laserfiche license. Please see the [Laserfiche Integration User & Configuration Guide](#).

ANY & ALL DOCUMENT MANAGEMENT

For clients who receive requests for “Any and All” communications, the effort to determine the responsive documents can be overwhelming. Built for clients who need to work with a large number of files, JustFOIA’s Any & All Document Management tool helps simplify and speed up this process with a variety of features, including:

- Extract .PST files (emails and attachments)
- Detect duplicate emails
- Bulk redact and sort all files with one-click
- Combine files into one PDF
- Create custom folders and review documents in the document viewer

DIRECTROUTE WORKFLOWS

DirectRoute Workflows enhance your organization’s efficiency by automating the initial routing of requests. This empowers requestors to pinpoint the exact department responsible for receiving and addressing their submission. This leads to a significant reduction in processing time, a streamlined user experience, and assurance that requests are routed accurately.

Like JustFOIA’s standard workflow capabilities, DirectRoute Workflows can include due dates, reminders, escalations, approvals and trigger the dispatch of system and customized emails.

DYNAMIC FORM FIELDS

For clients looking for a more advanced form experience, Dynamic Form Fields provides a way to create highly interactive and user-centric request forms. These fields adapt the form’s behavior to requestor input and predefined conditions, specifically enhance the requestor experience. Dynamic Form Fields can be especially valuable in complex forms where all fields are not relevant to every requestor. The use of Dynamic Form Fields ensures all data necessary to process a request is collected at the initial submission.

A JustFOIA Dynamic Form Field is defined as a single form field (Dropdown, Checkbox, Text Area, Text Input, Date or Label) that becomes visible and/or required based on form selections or requestor input.

SANDBOX

For clients that prefer to test proposed changes before making updates to their live system, JustFOIA offers a Sandbox environment. JustFOIA will provide a sandbox/testing environment based on a snapshot of the configuration and database on the day requests begin being processed via the JustFOIA Public Portal. An update can be requested at any time, for an additional cost.

INSTANCE

For agencies that prefer to have multiple instances of JustFOIA, there are options available. Ideal for shared services environments with centralized IT administration and billing needs, an additional instance can be used for an additional agency, division or even a sandbox environment. An additional instance includes:

- Per-instance administration interface
- Same add-ons as initial system
- A separate, unique URL
- Unique set of system email templates
- Independent branding and separate Public Portal
- Independent reporting
- A different SSO domain and/or payment account

SERVICE PACKAGES

GENERAL ASSUMPTIONS

The following assumptions serve as the basis for the Service Package(s) reflected below. Any service or activity not described below is not included in the scope of services to be provided. Variations to the following may impact the Service Package's cost and/or schedule, justifying a change order.

- JustFOIA's completion of a Deliverable to Client shall constitute that JustFOIA has conducted its own review and believes it meets Client's requirements. Client shall then have the right to conduct its own review of the Deliverable as Client deems necessary. If Client, in its reasonable discretion, determines that any submitted Deliverable does not meet the agreed upon expectations, Client shall have five (5) business days after JustFOIA's submission to give written notice to JustFOIA specifying the deficiencies in reasonable detail. JustFOIA shall use reasonable efforts to promptly resolve any such deficiencies. Upon resolution of any such deficiencies, JustFOIA shall resubmit the Deliverable for review as set forth above. Notwithstanding the foregoing, if Client fails to reject any Deliverable within five (5) business days, such Deliverable shall be deemed accepted.
- If either party identifies a business issue during the project, JustFOIA and Client must jointly establish a plan to resolve the issues with potential impact analysis of timeline and budget within five (5) business days of identification. Any necessary business decision resulting from the identified business issues must be made by Client within five (5) business days from request.
- Client will maintain primary contacts and project staff for the duration of the project, as a change in staff may result in a change order for time spent by JustFOIA on retraining, reeducating, or changes in direction.
- Any deviations from the contract will be documented in a Change Order that Client must execute.
- All rates are based on normal business hours, Monday through Friday from 8:00 AM to 5:00 PM local time within the continental United States. If scheduling needs to occur after business hours, additional rates may apply.
- For JustFOIA to excel in providing the highest level of service, Client must provide timely access to technical resources. Client must provide adequate technical support for all JustFOIA installation and support services. If Client does not have "in-house" technical support, it is Client's responsibility to make available the appropriate Information Technology resources/consultant when needed.
- Client will ensure that all Client's personnel who may be necessary or appropriate for the successful performance of the services will, on reasonable notice: (i) be available to assist JustFOIA personnel by answering business, technical and operational questions and providing requested documents, guidelines, and procedures in a timely manner; (ii) participate in the services as reasonably necessary for performance under this Order; and (iii) be available to assist JustFOIA with any other activities or tasks required to complete the services in accordance with this Order.
- Note that all services contracted for must be done as part of the initial implementation. For the avoidance of doubt, if there are services or portions thereof that the Client does not elect to implement as part of the initial implementation, such services are forfeited.
- All services, unless otherwise noted, will be performed remotely.

PRO IMPLEMENTATION

CLIENT TASKS & DELIVERABLES

- Provide a visual flow chart and/or narrative of current records request process(es) and requirements
- Attend all scheduled implementation sessions and respond promptly to requests for information
- Complete necessary configuration assignments in a timely manner, including but not limited to:
 - Create General User and Viewer accounts and respective departments
 - Create user-created email templates
- Conduct internal end-user (General User) trainings
- Perform user acceptance testing
- Complete JustFOIA Training Center trainings and certification
- Configure Deflection/Dynamic Fields, unless Dynamic Fields Configuration Package is quoted

JustFOIA TASKS & DELIVERABLES

- Deploy site in the Microsoft Azure Government Cloud
- Set up Client with Training Center accounts
- Conduct Pre-Implementation Session (1 hour) to collect necessary configuration data and outline expectations
- Lead Implementation Launch Session (1 hour) to identify implementation milestones and introduce Client to public facing JustFOIA site and request form(s)
- Establish and configure initial Administrator and Power User security credentials and respective departments
- Personalize Public Portal with Client branding
- Configure number of request forms defined in Order and necessary request statuses and workflow task lists
- Complete initial configuration of observed holidays
- Complete initial configuration of system email templates
- Conduct two (2) Remote System Trainings (1.5 hours and 1 hour respectively); recordings made available in Training Center
- Conduct one (1) Remote Workflow Training (1 hour per form process); recording made available in Training Center
- Provide training support and resources to Administrator and Power User Team for end-user trainings
- Provide technical support through user testing before going live
- Assist with transition to Client Success and Support Teams
- Provide Go-Live Marketing Press Kit

ANY & ALL DOCUMENT MANAGEMENT CONFIGURATION

CLIENT TASKS & DELIVERABLES

- Attend remote Document Management training and respond promptly to requests for information

JustFOIA TASKS & DELIVERABLES

- Configure and implement Any & All Document Management module
- Conduct one (1) remote Document Management training session (30 minutes); recording uploaded to Training Center

SINGLE SIGN-ON (SSO) CONFIGURATION

CLIENT TASKS & DELIVERABLES

- Review [Single Sign-on Guide](#)
- Follow the [Single Sign-on Guide and](#) best practices documentation for your Identity Provider of choice
- Choose a protocol to connect with (e.g.: SAML, Open ID Connect)
- Attend an Integration Call with JustFOIA to walk through any outstanding setup and Q&A, within the scope of JustFOIA responsibilities
- Work with JustFOIA to determine what pieces of information will be needed
- Participate in testing

JustFOIA TASKS & DELIVERABLES

- Conduct requirements gathering
- Configure JustFOIA SSO:
 - Deliver any relevant documentation for connection type to the client
 - Integration call with Client to walk through any outstanding setup and Q&A, within the scope of JustFOIA responsibilities
 - Information gathered by client is provided to JustFOIA
 - Enterprise Connection is created and established in the JustFOIA system
 - Client tests the connection to validate it is configured and working correctly
- Complete testing

READY TO PARTNER?

If you're ready to take the next step with JustFOIA, what happens next?

Checklist	Step/Activity	Responsible Party
☐	Client notifies JustFOIA Solution Consultant (SC) of Vendor Selection	Client
☐	Client reviews the What's Included and Pricing pages to confirm all necessary components are included and requests any necessary updates.	Client
☐	JustFOIA SC requests information below to provide official Contract/Order with Assumptions, Terms & Conditions: - Legal Name - Bill to Contact(s)/Email(s) - Ship to Contact(s)/Email(s) - Accounts Payable Email (if applicable) - Desired Request Forms - Desired URL (Example: bryantx.justfoia.com)	JustFOIA SC
☐	Ensure your IT Department has reviewed and agreed to the prerequisites for: Single Sign-on - Determine enterprise connection (i.e., Microsoft Entra ID (formerly known as Azure Active Directory), ADFS, SAML) Laserfiche Integration - Must be on version 11 or higher - What type of Laserfiche environment do you have (i.e., On-prem, Laserfiche Cloud, MCCi Managed Cloud, etc.)?	Client IT
☐	Ensure your Finance Department has reviewed and agreed to the supported payment gateways for the Payment Portal (Global Payments, Authorize.net, PayPal, NIC, Catalis, Point And Pay, or Paymentus payments) - Determine desired payment gateway - Determine/setup merchant account compatible with payment gateway	Client Finance
☐	Client/JustFOIA Legal Review	Client & JustFOIA SC
☐	Client executes Contract and becomes part of the JustFOIA family!	Client



CITY COUNCIL AGENDA – APRIL 7, 2026

SUBJECT: Authorization to Purchase and Install SCADA Equipment at Rocky Hill and Martin Hill Reservoirs

SOURCE: Public Works

COMMENT: The City is upgrading its Water Division SCADA system as part of the City Well 34 project. This project includes installation of the main SCADA system at the Corporation Yard, integration of Well 34, development of a communications repeater site, and full system programming with reporting, alarms, historian functionality, and secure remote access. However, upgrades to individual remote sites are not included in the Well 34 project and must be completed under separate contracts.

The existing SCADA equipment at the Rocky Hill and Martin Hill tank sites is obsolete and no longer supported. The City previously contracted with Primex to perform repairs; however, due to the age of the system and the lack of available replacement components, the equipment could not be restored. As a result, tank levels are currently being monitored manually.

These tank sites are critical components of the City's water distribution system. Integration into the new SCADA system will restore automated, real-time tank level monitoring, improve system reliability and operational efficiency, support coordination of well production and storage, and enhance the City's ability to manage peak summer water demands. Without these upgrades, the City would continue to incur overtime costs for manual monitoring and experience reduced responsiveness during high-demand periods.

Staff solicited quotes from multiple SCADA integrators and received the following quotes:

Company	Quote
Telstar Instruments	\$37,238
Tesco Controls	\$39,780
Bogie's Pump Systems	\$46,247

Telstar Instruments, a local company based in Hanford, provided the lowest

responsive quote for the purchase and installation of SCADA equipment for both tank sites, including integration into the new system, plus a 10% contingency, for a total project cost not to exceed \$40,962.

The purchase is consistent with the City's purchasing policy for informal procurement based on competitive quotes.

The project will be funded through the Water Operating Budget.

RECOMMENDATION: That the City Council authorize the purchase and installation of SCADA equipment and associated system upgrades for the Rocky Hill and Martin Hill Reservoirs by Telstar Instruments in an amount not to exceed \$40,962, inclusive of all parts, taxes, labor, and a 10% contingency.

ATTACHMENTS:

1. Telstar Instruments Quote
2. Tesco Controls Quote
3. Bogies Pump System Quote
4. Rocky Hill Locator Map
5. Martin Hill Locator Map

Appropriated/Funded:

Review By:

Department Director:
Robert Alvarez, Public Works Director

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



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Contractor DIR #1000000899

**CONTROL SYSTEM INTEGRATION • INSTRUMENTATION SERVICES
SCADA/AUTOMATION • PLC/HMI • ELECTRICAL • CALIBRATION • MAINTENANCE**

February 25, 2026

Porterville Water Dept.
555 N. Prospect
Porterville, CA 93257
Sent via Email: jpruitt@ci.porterville.ca.us

Attn: Jonathan Pruitt
Subject: RockyHill Tank PLC Replacement
Reference: 20-44572

Drawings: N/A
Specifications: N/A

Dear Jonathan,

Telstar Instruments ("Telstar") is pleased to provide a quote for the referenced project to the above identified purchaser ("Customer").

By accepting this proposal from Telstar you agree to treat this as confidential information.

SCOPE OF SUPPLY / SERVICES

1. Telstar will provide and install one (1) Micrologix 1400 Allen Bradley PLC to replace the existing Siemens LC3000 PLC.
2. Telstar will provide and install Two (2) Analog input cards.
3. Telstar will provide and install one (1) Analog Output Card.
4. Telstar will provide and install one (1) 7" Cmore HMI.
5. Testar will rewire existing signals back to the new PLC.
6. Telstar will program the new PLC and HMI for Level control.
7. Telstar will program SCADA to show the Level of the Tank. **Note:** Since the SCADA is going to be replaced there is no point in spending too much time programming all the controls.
8. Start up and testing is included.

Total Lump Sum Price for this Scope\$18,619.00

Shipping and Handling for Telstar Supplied Materials IS INCLUDED
Sales Tax IS INCLUDED



Contractor License #422364
Contractor DIR #1000000899

This quotation is based on Customer's representation that this IS a prevailing wage project.

CLARIFICATIONS, EXCEPTIONS, AND EXCLUSIONS

- a. Material price is valid for seven (7) days from date referenced on this quote (Refer to Industry Material Pricing and Delivery clause under Terms and Conditions)
- b. This quotation is based on the inclusion of Telstar's standard Terms and Conditions as part of any purchase order, contract or other agreement.
- c. Telstar's quotation includes only those items listed above. Requests for additions/deletions from our scope will require a change in the quoted price.
- d. Telstar assumes no responsibility for performance, applicability, compatibility, start-up, testing, or acceptance of any equipment not furnished by Telstar under this proposal.
- e. Please reference the above stated quote number in all correspondence and purchase orders.
- f. A fee of 2% will be applied to all invoices paid by credit card.

TERMS AND CONDITIONS

Base Terms: The attached Quotation is valid for 30 days from the date of Telstar Instruments' ("Telstar") quotation. Acceptance of Telstar's Quotation constitutes a binding Agreement incorporating these Terms and Conditions ("Agreement"). Payment is due and payable 30 days from date of invoice. If payment is not received by the 30th day, a .05% daily service charge (18-3/4% per annum) will be charged on all accounts past due. In the event of a dispute concerning payment, attorney's fees, court costs and costs of collection will be paid to the prevailing party. The cost for permits and bonding are excluded unless expressly referenced in Telstar's quotation. Our standard insurance applies unless agreed to in writing by Telstar. Telstar's standard one year parts only warranty applies to this quotation. All other warranties, express or implied, or referenced elsewhere in contract documents are excluded, including but not limited to implied warranties of merchantability or fitness for purpose. Unless expressly stated in Telstar's estimate, this quote is based on standard straight time hours and does not include any prevailing wage rates. The price quoted herein is for the labor and materials specifically listed within the body of this quote. Overtime and premium labor hours are not included in the quotation, and will result in an additional charge. Service calls are charged at a 4-hour minimum per person, excluding travel time, which is charged separately. Unless expressly stated in the Quotation, training, operation and maintenance manuals, and preparation of as built drawings are excluded from Telstar's scope of work. The term "Equipment" and "Services" as used in these Terms and Conditions refers to the materials and labor provided by Telstar under this Agreement.

Limitation of Liability: (a) In no event shall Telstar, its suppliers or subcontractors be liable for special, indirect, incidental or consequential damages, whether in contract, warranty, tort, negligence, strict liability or otherwise, including, but not limited to, loss of profits or revenue, loss of use of Equipment or any associated equipment, cost of capital, cost of substitute equipment, facilities or Services, downtime costs, delays, or claims of customers of Customer, their officers, directors, members employees or any third parties for any damages. Telstar's liability for any claim, whether in contract, warranty, tort, negligence, strict liability, or otherwise for any loss or damage arising out of, connected with, or resulting from this Agreement or the performance or breach thereof, or from the design, manufacture, sale, delivery, resale, repair, replacement, installation, technical direction of installation, inspection, operation or use of any Equipment covered by or furnished under this Agreement, or from any services rendered in connection therewith, shall in no case exceed twenty-five percent (25%) of the purchase price allocable to the Equipment or Services that are the subject of the claim. (b) All causes of action against Telstar arising out of or relating to this Agreement, or the performance or breach hereof shall be deemed barred unless brought within one year from the date of discovery or other accrual. (c) In no event, regardless of cause, shall Telstar be liable for liquidated damages, offsets or penalties of any kind or to indemnify, defend or hold harmless Customer, its officers, directors, members, employees or any third party, arising from or related to the Equipment and/or Services provided by Telstar.

Force Majeure: Telstar shall neither be liable for loss, damage, detention or delay nor be deemed to be in default for failure to perform when prevented from doing so by causes beyond its reasonable control including but not limited to acts of war (declared or undeclared), Acts of God, fire, strike, labor difficulties, pandemic, acts or omissions of any governmental authority or of Customer, compliance with government regulations, insurrection or riot, embargo, delays or shortages in transportation or inability to obtain necessary labor, materials, or manufacturing facilities from usual sources or from defects or delays in the performance of its suppliers or subcontractors due to any of the foregoing. In the event of delay due to any such cause, the date of delivery will be extended by period equal to the delay plus a reasonable time to resume production, and the price will be adjusted to compensate Telstar for such delay.

Cancellation: In the event of cancellation by Customer, Customer agrees to fully reimburse and compensate Telstar for all costs associated with this Agreement, including but not limited to engineering, labor, materials, quote and estimating time, and product return fees, plus a ten percent (10%) markup to compensate for disruption in scheduling, planned production, indirect costs and profit. Payment for cancellation shall be due within ten (10) days from the date of submission of charges by Telstar.

Entire Agreement: This Agreement constitutes the entire agreement between Telstar and Customer. There are no agreements, understandings, restrictions, warranties, or representations between Telstar and Customer other than those set forth herein or herein provided. This Agreement may only be amended, changed or revised by a written amendment signed by an authorized representative of Telstar. No oral or implied agreements shall be of any force or affect.

Precedence: In the event Telstar is issued an authorization for work, Purchase Order, Contract or similar Agreement with conflicting Terms and Conditions than those set forth herein, these Terms and Conditions will take precedence and will supersede any and all other conflicting Terms and Conditions.

Submittals: In the event Telstar receives a Notice to Proceed or a written statement to proceed with submittals, Telstar will be entitled to compensation based on percent of completion of submittal cost to Customer. Telstar will prepare only one set of submittals, and any resubmittals shall be subject to an additional charge for engineering time and other costs in preparing re-submittals.

Prevailing Wages: Customer must promptly inform Telstar when a project will be registered on the Department of Industrial Relations. Customer must inform Telstar if Certified Payroll Reports are required to be submitted to Customer. If Customer requests Certified Payroll Reports beyond four weeks in arrears, Customer may be charged an administrative processing fee of \$50.00 per week generated for said reports.

Authorized Signers: Only the following officers of Telstar have the legal authority to enter into binding agreements on behalf of Telstar: John D. Gardiner (President), Kyle A. Johnsen (Vice President), Robert S. Marston (Secretary), Benjamin R. Herston (Treasurer). If a document is signed by an unauthorized person, the document will be void and unenforceable.

Industry Material Pricing and Delivery: Telstar is unable to hold prices on materials for more than 7 days from the dates of the Quotation. Prices for plastic, copper, steel, and other commodities fluctuate daily. Our vendors and manufacturers can experience delays due to labor shortages, shortage of containers, port congestion, and raw material shortages that have extended lead times significantly. Material price fluctuations due to tariffs are not included in the quotation and may not be known until time of material shipment. Additional material costs associated with tariffs will be paid by the customer. Telstar reserves the right to change the delivery date and pricing of materials set forth in this Quotation. Telstar considers any of the above related changes imposed by our vendors and manufacturers as outside its reasonable control and subject to Force Majeure provisions.

Insurance: Telstar's standard insurance limits will apply.

Open Shop: Telstar is an Open Shop contractor and will not be signatory to any unions.

Governing Law: This Agreement shall be construed and interpreted in accordance with the laws of the State of California.

Waiver: The failure of Telstar to insist upon the performance of any term or condition of this Agreement shall not be construed as a waiver of the future performance of any such term or condition or the future exercise of such right.

Severability: If any term of this Agreement is determined to be invalid or unenforceable under any applicable statute, regulation, ordinance, or other law, such term shall be deemed reformed or deleted, but only to the extent



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Contractor DIR #1000000899

necessary to comply with such law, and the remaining portions of this Purchase Order shall remain in full force and effect.

Dispute Resolution: In the event of any dispute arising from or relating to this Agreement, the parties agree to engage in informal efforts toward resolution by meeting in person. If such efforts are unsuccessful, the parties agree to submit the dispute to mediation with a neutral mediator for resolution, with the parties sharing the costs of such mediation equally. If the parties are unsuccessful in resolving their dispute, then the dispute shall be subject to litigation. If the dispute involves a public entity Owner, then the parties shall comply with the requirements of Public Contract Code section 9204.

We look forward to working with you on this project. If you have any questions, please contact me at the phone number below.

Sincerely,

Felipe Martinez
Electrical Engineer / IC&E Specialist
Telstar Instruments
(559) 584-7116



Contractor License #422364
Contractor DIR #1000000899

**CONTROL SYSTEM INTEGRATION • INSTRUMENTATION SERVICES
SCADA/AUTOMATION • PLC/HMI • ELECTRICAL • CALIBRATION • MAINTENANCE**

February 25, 2026

Porterville Water Dept.
555 N. Prospect
Porterville, CA 93257
Sent via Email: jpruitt@ci.porterville.ca.us

Attn: Jonathan Pruitt
Subject: MartinHill Tank PLC Replacement
Reference: 20-44572

Drawings: N/A
Specifications: N/A

Dear Jonathan,

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Total Lump Sum Price for this Scope\$18,619.00

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- f. A fee of 2% will be applied to all invoices paid by credit card.

TERMS AND CONDITIONS

Base Terms: The attached Quotation is valid for 30 days from the date of Telstar Instruments' ("Telstar") quotation. Acceptance of Telstar's Quotation constitutes a binding Agreement incorporating these Terms and Conditions ("Agreement"). Payment is due and payable 30 days from date of invoice. If payment is not received by the 30th day, a .05% daily service charge (18-3/4% per annum) will be charged on all accounts past due. In the event of a dispute concerning payment, attorney's fees, court costs and costs of collection will be paid to the prevailing party. The cost for permits and bonding are excluded unless expressly referenced in Telstar's quotation. Our standard insurance applies unless agreed to in writing by Telstar. Telstar's standard one year parts only warranty applies to this quotation. All other warranties, express or implied, or referenced elsewhere in contract documents are excluded, including but not limited to implied warranties of merchantability or fitness for purpose. Unless expressly stated in Telstar's estimate, this quote is based on standard straight time hours and does not include any prevailing wage rates. The price quoted herein is for the labor and materials specifically listed within the body of this quote. Overtime and premium labor hours are not included in the quotation, and will result in an additional charge. Service calls are charged at a 4-hour minimum per person, excluding travel time, which is charged separately. Unless expressly stated in the Quotation, training, operation and maintenance manuals, and preparation of as built drawings are excluded from Telstar's scope of work. The term "Equipment" and "Services" as used in these Terms and Conditions refers to the materials and labor provided by Telstar under this Agreement.

Limitation of Liability: (a) In no event shall Telstar, its suppliers or subcontractors be liable for special, indirect, incidental or consequential damages, whether in contract, warranty, tort, negligence, strict liability or otherwise, including, but not limited to, loss of profits or revenue, loss of use of Equipment or any associated equipment, cost of capital, cost of substitute equipment, facilities or Services, downtime costs, delays, or claims of customers of Customer, their officers, directors, members employees or any third parties for any damages. Telstar's liability for any claim, whether in contract, warranty, tort, negligence, strict liability, or otherwise for any loss or damage arising out of, connected with, or resulting from this Agreement or the performance or breach thereof, or from the design, manufacture, sale, delivery, resale, repair, replacement, installation, technical direction of installation, inspection, operation or use of any Equipment covered by or furnished under this Agreement, or from any services rendered in connection therewith, shall in no case exceed twenty-five percent (25%) of the purchase price allocable to the Equipment or Services that are the subject of the claim. (b) All causes of action against Telstar arising out of or relating to this Agreement, or the performance or breach hereof shall be deemed barred unless brought within one year from the date of discovery or other accrual. (c) In no event, regardless of cause, shall Telstar be liable for liquidated damages, offsets or penalties of any kind or to indemnify, defend or hold harmless Customer, its officers, directors, members, employees or any third party, arising from or related to the Equipment and/or Services provided by Telstar.

Force Majeure: Telstar shall neither be liable for loss, damage, detention or delay nor be deemed to be in default for failure to perform when prevented from doing so by causes beyond its reasonable control including but not limited to acts of war (declared or undeclared), Acts of God, fire, strike, labor difficulties, pandemic, acts or omissions of any governmental authority or of Customer, compliance with government regulations, insurrection or riot, embargo, delays or shortages in transportation or inability to obtain necessary labor, materials, or manufacturing facilities from usual sources or from defects or delays in the performance of its suppliers or subcontractors due to any of the foregoing. In the event of delay due to any such cause, the date of delivery will be extended by period equal to the delay plus a reasonable time to resume production, and the price will be adjusted to compensate Telstar for such delay.

Cancellation: In the event of cancellation by Customer, Customer agrees to fully reimburse and compensate Telstar for all costs associated with this Agreement, including but not limited to engineering, labor, materials, quote and estimating time, and product return fees, plus a ten percent (10%) markup to compensate for disruption in scheduling, planned production, indirect costs and profit. Payment for cancellation shall be due within ten (10) days from the date of submission of charges by Telstar.

Entire Agreement: This Agreement constitutes the entire agreement between Telstar and Customer. There are no agreements, understandings, restrictions, warranties, or representations between Telstar and Customer other than those set forth herein or herein provided. This Agreement may only be amended, changed or revised by a written amendment signed by an authorized representative of Telstar. No oral or implied agreements shall be of any force or affect.

Precedence: In the event Telstar is issued an authorization for work, Purchase Order, Contract or similar Agreement with conflicting Terms and Conditions than those set forth herein, these Terms and Conditions will take precedence and will supersede any and all other conflicting Terms and Conditions.

Submittals: In the event Telstar receives a Notice to Proceed or a written statement to proceed with submittals, Telstar will be entitled to compensation based on percent of completion of submittal cost to Customer. Telstar will prepare only one set of submittals, and any resubmittals shall be subject to an additional charge for engineering time and other costs in preparing re-submittals.

Prevailing Wages: Customer must promptly inform Telstar when a project will be registered on the Department of Industrial Relations. Customer must inform Telstar if Certified Payroll Reports are required to be submitted to Customer. If Customer requests Certified Payroll Reports beyond four weeks in arrears, Customer may be charged an administrative processing fee of \$50.00 per week generated for said reports.

Authorized Signers: Only the following officers of Telstar have the legal authority to enter into binding agreements on behalf of Telstar: John D. Gardiner (President), Kyle A. Johnsen (Vice President), Robert S. Marston (Secretary), Benjamin R. Herston (Treasurer). If a document is signed by an unauthorized person, the document will be void and unenforceable.

Industry Material Pricing and Delivery: Telstar is unable to hold prices on materials for more than 7 days from the dates of the Quotation. Prices for plastic, copper, steel, and other commodities fluctuate daily. Our vendors and manufacturers can experience delays due to labor shortages, shortage of containers, port congestion, and raw material shortages that have extended lead times significantly. Material price fluctuations due to tariffs are not included in the quotation and may not be known until time of material shipment. Additional material costs associated with tariffs will be paid by the customer. Telstar reserves the right to change the delivery date and pricing of materials set forth in this Quotation. Telstar considers any of the above related changes imposed by our vendors and manufacturers as outside its reasonable control and subject to Force Majeure provisions.

Insurance: Telstar's standard insurance limits will apply.

Open Shop: Telstar is an Open Shop contractor and will not be signatory to any unions.

Governing Law: This Agreement shall be construed and interpreted in accordance with the laws of the State of California.

Waiver: The failure of Telstar to insist upon the performance of any term or condition of this Agreement shall not be construed as a waiver of the future performance of any such term or condition or the future exercise of such right.

Severability: If any term of this Agreement is determined to be invalid or unenforceable under any applicable statute, regulation, ordinance, or other law, such term shall be deemed reformed or deleted, but only to the extent



Contractor License #422364
Contractor DIR #1000000899

necessary to comply with such law, and the remaining portions of this Purchase Order shall remain in full force and effect.

Dispute Resolution: In the event of any dispute arising from or relating to this Agreement, the parties agree to engage in informal efforts toward resolution by meeting in person. If such efforts are unsuccessful, the parties agree to submit the dispute to mediation with a neutral mediator for resolution, with the parties sharing the costs of such mediation equally. If the parties are unsuccessful in resolving their dispute, then the dispute shall be subject to litigation. If the dispute involves a public entity Owner, then the parties shall comply with the requirements of Public Contract Code section 9204.

We look forward to working with you on this project. If you have any questions, please contact me at the phone number below.

Sincerely,

Felipe Martinez
Electrical Engineer / IC&E Specialist
Telstar Instruments
(559) 584-7116

To: City of Porterville
Attn: Jon Pruitt
Re: City of Porterville
Rocky Hill PLC and HMI Replacement

Quote Date: 3/20/26
Quote No.: 26C192Q01

Dear Jon:

Thank you for your continued interest in TESCO products, services, and solutions. We are pleased to quote the following scope of work pertaining to the above-referenced project.

Scope of Work

The City of Porterville (Owner) currently utilizes a legacy Siemens Intralink PLC and operator interface terminal (OIT) at their Rocky Hill site. The Owner has requested pricing to replace the existing PLC and OIT by retrofitting an Allen-Bradley MicroLogix 1400 PLC into the existing control panel and rewiring all existing signals to the new PLC. A PLC program with level control logic will be provided, and SCADA tags will be developed to display tank level using the Owner's existing communication infrastructure. It is assumed that the Owner has sufficient tag capacity to accommodate the additional tank level. To support installation of the new OIT, a qualified Tesco Field Service Technician will perform necessary field modifications and ensure proper fit. A project bill of materials and redlines of the existing panel will be provided.

Note: Any PLC or SCADA programming not related to Level Control has been excluded from the Scope of Supply quoted herein.

Scope of Supply

Item	Qty	Description
Rocky Hill Tank Site		
1	Lot	Programmable Logic Controller to include: (1) Allen Bradley – MicroLogix 1400 Controller (2) Allen Bradley – Analog Input Card (1) Allen Bradley – Analog Output Card
2	1	Operator Interface Terminal to include: AutomationDirect – 7" C-More Touchscreen OIT
3	Lot	Professional Services: - Project Management - Engineering - PLC Programming - OIT Programming - SCADA Programming - Product Startup Services - O&M Manuals
		TOTAL (including applicable sales tax): \$19,890.00

Project Bid Clarifications

- Unless otherwise indicated by the Scope of Work above, this quote is to **furnish only** and does not include any trade labor, trade work, construction work, site improvement, contractor services, or any trade installation services. Any trade labor and/or related trade work shall be performed by others/contractor.
- Unless otherwise indicated by the Scope of Work above, the following is **not** included within this quotation:
 - Conduit, field wire, tubing, or basic trade installation materials (brackets, screws, bolts, j-box, stanchions, pull-box, etc.)
 - Instrumentation mounting components, brackets, stanchions, sunshields, etc.
 - Instrumentation, devices, components, or equipment not specifically identified in the above quotation.
 - Local control stations and/or field mounted disconnects
 - Fiber optic patch panels, cable, splicing or terminations
 - Networking infrastructure or architecture modifications to existing facilities
 - Any 3rd party testing, harmonic testing/analysis, protective device coordination study, short-circuit analysis, or Arc-Flash Risk Assessment (AFRA) services
 - Electrical interconnection diagrams
 - ISA process control loop diagrams
 - Signal loop diagrams
- **Addendums Acknowledged: 0**
- Quotes are valid for thirty **(30) days**.
- **Intellectual Property and Confidentiality Notice:** The scope of work and price quotation shall not be construed as a formal design or recommendations on design for the related project. All content contained within this quotation is the intellectual property under the proprietorship of Tesco Controls, LLC and is subject to applicable copyright laws. Such intellectual property shall not be duplicated, replicated, copied, or shared without explicit written consent from Tesco Controls, LLC, as it contains confidential information and work product developed exclusively for use by Tesco Controls, LLC.
- **Submittals:** Initial equipment submittal(s) to be provided approximately **6-8 weeks** after receipt of purchase order, written notice of intent, or notice to proceed; however, generation of submittal(s) will be contingent on supply-chain availability and variability for material components which may impact material item selections affecting submittal lead times, therefore lead times are subject to change without notice.
- **Delivery:** Initial shipment(s) anticipated to commence approximately **12-16 weeks** minimum after Product/Equipment Submittal approval; however, delivery schedule(s) will be contingent on supply-chain availability and variability for material component selections, therefore, lead times are subject to change. Delivery schedules will be confirmed and provided after receiving Product/Equipment Submittals approval.
- **Lead time & Supply Chain Impacts:** Due to unpredictable supply chain impacts and delays outside of TESCO's control, all quoted lead times are subject to change.
- Please see separately attached **"TESCO LLC – Payment Terms & Conditions."**

Please feel free to contact us at (916) 395-8800 to discuss any questions or comments you may have regarding this quotation.

Sincerely,

TESCO CONTROLS

Joshua Senoro
Technical Sales Estimator
jsenoro@tescocontrols.com

To: City of Porterville
Attn: Jon Pruitt
Re: City of Porterville
Martin Hill PLC and HMI Replacement

Quote Date: 3/20/26
Quote No.: 26C191Q01

Dear Jon:

Thank you for your continued interest in TESCO products, services, and solutions. We are pleased to quote the following scope of work pertaining to the above-referenced project.

Scope of Work

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Scope of Supply

Item	Qty	Description
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3	Lot	Professional Services: - Project Management - Engineering - PLC Programming - OIT Programming - SCADA Programming - Product Startup Services - O&M Manuals
		TOTAL (including applicable sales tax): \$19,890.00

Project Bid Clarifications

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 - Instrumentation mounting components, brackets, stanchions, sunshields, etc.
 - Instrumentation, devices, components, or equipment not specifically identified in the above quotation.
 - Local control stations and/or field mounted disconnects
 - Fiber optic patch panels, cable, splicing or terminations
 - Networking infrastructure or architecture modifications to existing facilities
 - Any 3rd party testing, harmonic testing/analysis, protective device coordination study, short-circuit analysis, or Arc-Flash Risk Assessment (AFRA) services
 - Electrical interconnection diagrams
 - ISA process control loop diagrams
 - Signal loop diagrams
- **Addendums Acknowledged: 0**
- Quotes are valid for thirty **(30) days**.
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- **Submittals:** Initial equipment submittal(s) to be provided approximately **6-8 weeks** after receipt of purchase order, written notice of intent, or notice to proceed; however, generation of submittal(s) will be contingent on supply-chain availability and variability for material components which may impact material item selections affecting submittal lead times, therefore lead times are subject to change without notice.
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- Please see separately attached **"TESCO LLC – Payment Terms & Conditions."**

Please feel free to contact us at (916) 395-8800 to discuss any questions or comments you may have regarding this quotation.

Sincerely,

TESCO CONTROLS

Joshua Senoro
Technical Sales Estimator
Jsenoro@tescocontrols.com

Tesco Controls, LLC Payment Terms & Conditions

- **Storage Terms:** Any item of the product in which shipment is delayed by Buyer may be placed in storage by Seller at Buyer's expense and risk. If a delay in shipment is requested by Buyer after an order has been entered and accepted:
 - a. No charge will be made if the request for delay is made more than twelve (12) weeks before estimated shipping date and the requested delay is for a period not in excess of thirty (30) days.
 - b. A charge will be made if the requested delay exceeds a period of thirty (30) days or if the request is made within twelve (12) weeks of the estimated shipping date. Seller will advise Buyer of the charge within ten (10) days of receiving Buyer's request for delay. The storage charge will equate to the total square footage occupied by the stored equipment at a cost of twenty-five dollars per square-foot (\$25/ft²) per month.
- TESCO shipping terms are FOB origin per INCOTERMS.
- If Buyer requests or schedules product startup and Seller is unable to conduct startup due to product not being properly installed, powered, or ready for startup (including being put into full service or full operation), then a fee will be charged to Buyer to remobilize Seller for product startup in an amount equivalent to eight (8) hours times the current published professional services rate, plus expenses incurred.
- TESCO warranties against defect in design workmanship and materials for a period of one (1) year from date of product startup, and does not exceed eighteen (18) months from the date of shipment from the factory.
- Unless otherwise stated above, price does not include the cost of sales tax, use tax, bonds, permits, or applicable fees; please apply any taxes and/or fees as appropriate. Please note that all invoices will include sales tax where applicable.
- Terms are net thirty (30) days on approved credit. Shipment release requires the following:
 - Accounts with approved credit – all billing milestone payments must be current before releasing shipment or deploying services.
 - Accounts without approved credit will require one-hundred percent (100%) payment upon order.
- Payments made by credit card are subject to a three and one-half percent (3.5%) processing fee.
- Interest will be applied to all past due invoices. Buyer shall pay to Seller all invoiced amounts within thirty (30) calendar days from the date of such invoice. Flow-down provisions are not accepted. In the event any payment becomes past due, Buyer shall pay interest on all late payments, calculated daily and compounded monthly at the rate of one and one-half percent (1.5%) per month. Buyer shall also reimburse Seller for all reasonable costs incurred by Seller in collecting any late payments, including attorneys' fees and court costs.
- **Escalation Clause.** The Guaranteed Maximum Price has been calculated based on the current prices for building materials and freight. However, the market for some of the materials that are specified in the Contract Documents is volatile, and sudden price increases may occur based on market fluctuations. Contractor agrees to use its best efforts to obtain advantageous prices from subcontractors and material suppliers. In the event of price increases of materials, equipment, or energy occurring during the performance of the Contract through no fault of the Contractor, Contractor will provide written notice to Owner stating the increased cost, the building materials, equipment or energy at issue, and the source of supply, supported by price quotations, invoices or bills of sale. If Owner directs Contractor to proceed with the purchase at the increased cost, the Guaranteed Maximum Price shall be equitably adjusted by Change Order and Owner agrees to pay that cost increase to Contractor. If Owner directs Contractor not to purchase the materials, equipment or energy at the increased cost, or in the event that shortages prevent or delay the supply of necessary building materials, the Contract Time and Contract Sum shall be equitably adjusted to account for the resultant impact to the Project schedule.
- **Cancellations:** Contract, order, or scope cancellations are subject to fees and will be presented by the Seller to the Buyer for review and discussion prior to finalizing the cancellation. Tesco shall recover costs incurred, including overhead, plus margin, prior to the application of a cancellation fee. The cancellation fee is

calculated as ten percent (10%) of the total contract/order value. Standard payment T&Cs are applicable to the cancellation invoice(s).

- Hold for Release orders not released for manufacturing within three (3) months from submittal may be subject to price increase or cancellation at manufacturer's discretion. If cancelled, cancellation fees may apply.
- All merchandise sold is subject to lien laws.
- In no event shall Tesco Controls be subject to any contractual sanctions including without limitation, delay penalties, liquidated or other damages or damages associated with termination for default.
- Final retention to be paid within ten (10) days of the project notice of completion.

Estimate

Job Name	Date	3/18/2026
	Estimate #	21464

OFFICE: 559-291-9701
FAX: 559-291-2134

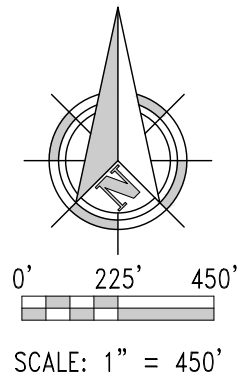
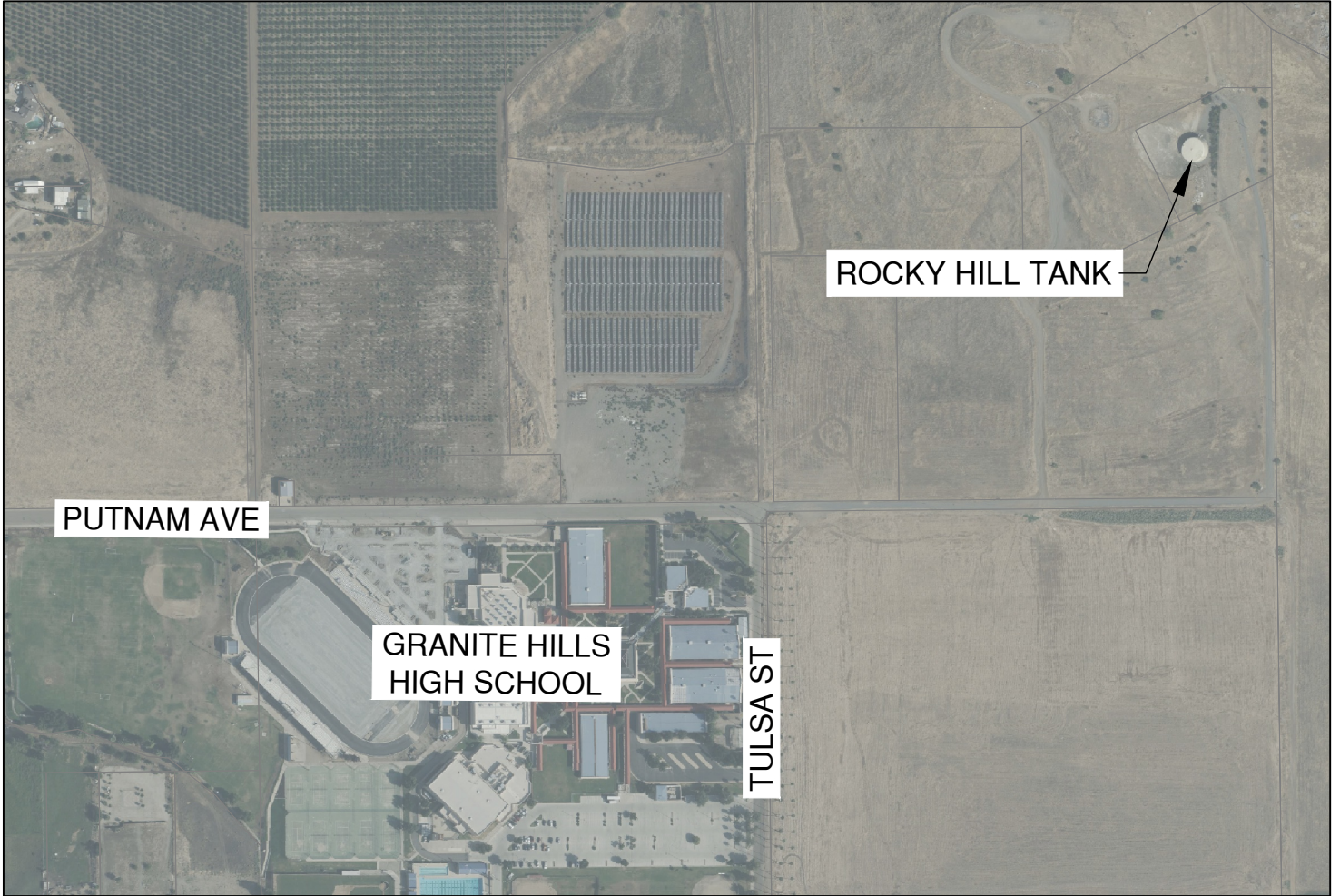
Name / Address					
Porterville Water Department		Customer Contact	Customer E-mail	Customer Phone	Terms
			jpruitt@ci.porterville.ca.us		
Item	Description	Qty	Cost	Total	
Parts	Rocky Hill Tank PLC Replacement 1. One (1) Micrologix 1400 PLC to replace the existing Siemens LC3000 PLC. 2. Two (2) Analog input cards. 3. One (1) Analog Output Card. 4. One (1) 7" Cmore HMI.	1	12,890.00	12,890.00T	
Labor	Labor Labor. Wire existing level signals back to the new PLC. Program the new PLC and HMI for Level control. The Tank level will be shown on SCADA	1	6,950.00	6,950.00	
START-UP	ONSITE START UP AND TRAINING	1	1,800.00	1,800.00	
Freight	TO BE DETERMINED AT TIME OF SHIPPING. NOT INCLUDED	1	420.00	420.00	
			Subtotal	\$22,060.00	
1. Freight is not included and needs to be added unless mentioned in this quotation. 2. Quotation valid for 30 days. 3. 25% restocking fees to be charged for cancelled items. 4. Offloading and installation of equipment by others, unless mentioned in this quotation. 5. Quote may or may not include surcharges due to recent tariff pricing. Please let us know if there shall be any questions or concerns.			Sales Tax (8.25%)	\$1,063.43	
			Total	\$23,123.43	

Estimate

Job Name	Date	3/18/2026
	Estimate #	21463

OFFICE: 559-291-9701
FAX: 559-291-2134

Name / Address					
Porterville Water Department		Customer Contact	Customer E-mail	Customer Phone	Terms
			jpruitt@ci.porterville.ca.us		
Item	Description	Qty	Cost	Total	
Parts	Martin Hill Tank PLC Replacement 1.One (1) Micrologix 1400 PLC to replace the existing Siemens LC3000 PLC. 2.Two (2) Analog input cards. 3.One (1) Analog Output Card. 4.One (1) 7" Cmore HMI.	1	12,890.00	12,890.00T	
Labor	Labor. Wire existing level signals back to the new PLC. Program the new PLC and HMI for Level control. The Tank level will be shown on SCADA	1	6,950.00	6,950.00	
START-UP	ONSITE START UP AND TRAINING	1	1,800.00	1,800.00	
Freight	TO BE DETERMINED AT TIME OF SHIPPING. NOT INCLUDED	1	420.00	420.00	
			Subtotal	\$22,060.00	
1. Freight is not included and needs to be added unless mentioned in this quotation. 2. Quotation valid for 30 days. 3. 25% restocking fees to be charged for cancelled items. 4. Offloading and installation of equipment by others, unless mentioned in this quotation. 5. Quote may or may not include surcharges due to recent tariff pricing. Please let us know if there shall be any questions or concerns.			Sales Tax (8.25%)	\$1,063.43	
			Total	\$23,123.43	

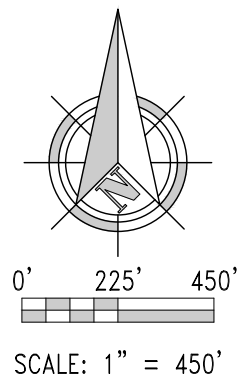


CITY OF PORTERVILLE
ENGINEERING DIVISION
291 NORTH MAIN STREET
PORTERVILLE, CA 93257
(559) 782-7462

LOCATOR MAP
ROCKY HILL TANK

DRAWN BY	GG
CHECKED BY	
SCALE	1" = 450'
DATE	3/23/2026

SHEET
1
OF
1



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

LOCATOR MAP
MARTIN HILL TANK

DRAWN BY	GG
CHECKED BY	
SCALE	1" = 450'
DATE	3/23/2026

SHEET
1
OF
1



CITY COUNCIL AGENDA – APRIL 7, 2026

SUBJECT: Authorization to Purchase and Install Transit Bus Wraps

SOURCE: Transportation

COMMENT: The City recently acquired nine new transit buses as part of its ongoing fleet replacement and service improvement program. As part of the procurement, funding for bus wraps is included through the Federal Transit Administration (FTA), which allows for branding, route identification, and public information displays on transit vehicles.

Wrapping the new buses will provide a consistent and updated visual identity for the City's transit system, improving visibility and rider awareness. Bus wraps can include system branding, service information, and promotional messaging to enhance community engagement and ridership. The bus wrap design will continue with the Americana-themed branding previously approved by the City Council. The use of high-quality vinyl wraps also protects the underlying bus paint, extending the lifespan of the vehicle exterior and reducing long-term maintenance costs.

Staff obtained three (3) quotes for the bus wraps to ensure competitive pricing and compliance with procurement requirements. The following quotes were received:

<u>Vendor</u>	<u>Price</u>
Transit-Media	\$101,640.83
2 Market Visuals	\$114,991.09
Idea Printing & Graphics	\$132,351.55

All proposals were reviewed to ensure consistency in scope, including materials, installation, and associated services. Transit-Media was determined to be the lowest responsive and responsible bidder at an estimated cost of \$101,640.83.

The purchase is consistent with the City's purchasing policy for informal procurement based on competitive quotes. Including parts, labor, applicable taxes, and a 10% contingency, the total authorization requested is \$111,804.91. Funding for the transit vehicle wraps is available through the

Item No. 4.

Transit Division's Operating Budget, in which the Federal Transit Administration (FTA) funds 50% and the City's local match of 50% is funded by Local Transportation Funds (LTF).

RECOMMENDATION: That the City Council authorize the purchase and installation of vinyl bus wraps from Transit-Media in an amount not to exceed \$111,804.91.

ATTACHMENTS:

1. 2 Market Visuals Estimate
2. Transit-Media Estimate
3. Idea Printing & Graphics Estimate

Appropriated/Funded:

Review By:

Department Director:
Russell Isom, Director of Transportation

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



2Market Visuals
 903 East Douglas St.
 Suite B
 Visalia, CA 93292
 Ph: (559) 625-5230
 Email: sales@2marketvisuals.com

Estimate #: 16526

Page 1 of 1

Created Date:	3/9/2026 10:41:03AM	Prepared For:	City of Porterville Transportation
Salesperson:	House Account	Contact:	Clay Landis, Operations and ADA Coordi
Email:		Office Phone:	(559) 586-5092
Phone:	N/A	Office Fax:	(559) 483-0904
Fax:	N/A	Email:	clandis@ci.porterville.ca.us
Entered by:	Tony Koster	Address:	555 N. Prospect St. Porterville, CA 93257

Description: Full Wraps on 2026 New Flyer Buses

		Quantity	Unit Price	Subtotal
1	Product: Vehicle Wraps Description: Full wraps - 35' New Flyer - NEW BUSES (No existing graphics) Full Color prints - on Cast vinyl - Glossy laminate INSTALLATION INCLUDED - DOES NOT INCLUDE REMOVAL • 9- Full Wrap on a 35' New Flyer/2026 • Artwork On File • Printed on Black Label 2mil Cast 10yr Wrap Film 54" (Kit) stock material with HP 560 at Normal Mode • Laminated with Black Label 1.2mil Cast Gloss Laminate (Kit) • Drivers Side, Passenger Side, Hood, Rear,	9	\$11,695.00	\$105,255.00

Notes

This estimate will be valid for 30 days from the date it is presented. A 50% deposit is due before work is begun, and the remaining balance in full is due upon completion of the project.

Subtotal:	\$105,255.00
Taxes:	\$9,736.09
Total:	\$114,991.09

Client Reply Request

☐ Estimate Accepted "As Is". Please proceed with Order.

☐ Other: _____

☐ Changes required, please contact me.

SIGN: _____ **Date:** / /

Print Date: 3/9/2026 3:23:20PM

\\CathysOffice24\cyrious\$\Control\Reports\2mark-Estimate01.rpt

...helping you 2Market your business, organization, or event.

TRANSIT MEDIA, INC.

PO Box 6260
Arnold, CA 95223
(559) 783-9545
accounts@transit-media.co
www.transit-media.co



Estimate

ADDRESS
City of Porterville, Porterville Transit
City of Porterville
291 N Main St
Porterville, CA 93257

ESTIMATE 1094
DATE 02/25/2026

ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
CUSTWR	Custom fleet wraps. Orajet 3951 RA + ProSlide with Oraguard 290g. City of Porterville Fleet. Model No. XN35	9	6,930.00	62,370.00T
inCUSTWR	Installation of custom fleet wrap. Model No. XN35	9	3,722.40	33,501.60
SUBTOTAL				95,871.60
TAX				5,769.23
TOTAL				\$101,640.83

Accepted By

Accepted Date



PRINTING & GRAPHICS INC.

1921 E. MAIN ST. • VISALIA, CA 93292
(559) 733-4149 • Fax: (559) 636-3690
www.visaliaidea.com • orders@visaliaidea.com

Clay Landis
559-586-5092
City of Porterville
555 N. Prospect St.
Porterville CA 93257

Quotation 75596

Date: 03/18/26

Amount Due: \$137,592.10

SHIP TO:

559-586-5092
City of Porterville
555 N. Prospect St.
Porterville CA 93257

Install

Acct.No	Ordered By	Phone	Fax	P.O. No	Prepared By	Sales Rep
31	Clay Landis	559-586-5092			Christina	Jim
Quantity	Description				Unit Price	Price
	<i>Thank you for the opportunity to quote the item(s) below. This quote is based on trade standards and specifications supplied and is good for 30 days. This quote may change depending on the way the artwork or digital files are submitted, quantity, size, ink colors, registration, coverage, and or type of paper/mediums selected. This quote may not have applicable taxes, shipping, and handling included unless specifically requested.</i>					
	<i>Removal cost is based on the estimated time it would take to remove current graphics, please note that cost may change if there is more, or less time needed.</i>					
	<i>Materials Quoted: Cast Vinyl - Avery 1105 EZRS, Cast Laminate - Avery 1060, Perforated Window Film - Fellers Perforated Film 70/30</i>					
	<i>Vinyl & Laminate Warranty Information Attached</i>					
	<i>Our installers will travel to Porterville to install on site .</i>					
1	Travel To Porterville - 36 Travel Days to Complete all Bus Removals & Installs • Tax Exempt				2730.0000/Ea	2,730.00
9	REMOVAL of Old Wrap from New Flyer Buses 1 x 940 • Tax Exempt				640.0000/Ea	5,760.00
9	Labor Costs for Install of Full Wrap for New Flyer Transit Buses 1 x 940 • Tax Exempt				5995.0000/Ea	53,955.00
9	Material Cost for Full Wrap of New Flyer Buses 1 x 940				7695.5555/Ea	69,260.00
Received by _____ Date _____						
125,945.00						6,406.55 \$132,351.55
Terms	Subtotal			Tax	Total	
C.O.D.	131,705.00			5,887.10	137,592.10	

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CITY COUNCIL AGENDA – APRIL 7, 2026

SUBJECT: Authorization to Replace Digester PLC #6 at the Wastewater Treatment Facility

SOURCE: Public Works

COMMENT:

In July 2024, Telstar Instruments was approved by the Council to upgrade the Wastewater Treatment Facility (WWTF) Supervisory Control and Data Acquisition (SCADA) servers. As the system integrator for the facility's SCADA system upgrade, Telstar is highly familiar with the installed equipment, site-specific configurations, and field adjustments made over time. In addition to performing the original retrofit, Telstar has continued to assist staff with troubleshooting and resolving SCADA system issues as they arise. This ongoing involvement and institutional knowledge uniquely position Telstar to efficiently complete this work with minimal disruption to current operations.

The WWTF is requesting authorization to replace Digester PLC #6, which is a critical component used to monitor and control digester levels, pumps, and operational temperatures. Telstar Instruments has provided a quote of \$26,518 to replace, configure, and fully integrate PLC #6 into the SCADA system they originally installed and continue to support.

Replacement of the aging PLC is necessary to maintain compliance with the WWTF's Water Discharge Requirements. Failure of this equipment could result in digester overflows, loss of temperature control, and reduced treatment efficiency, which could lead to regulatory violations and impact overall plant performance.

Utilizing another vendor would require additional time and expense to evaluate, reverse engineer, and adapt to the existing system. This approach would introduce unnecessary risk, increase costs, and potentially impact system functionality. In contrast, Telstar's familiarity with the system allows for a seamless transition by leveraging existing infrastructure without requiring modifications to systems that staff are already trained to operate. Due to Telstar's role as the original system integrator and the need for system compatibility and continuity, this purchase is considered a sole source

procurement in accordance with the City's purchasing policy.

The total project cost is not to exceed \$29,170, including a ten percent (10%) contingency, and will be funded from the Wastewater Treatment Facility Capital Reserve Fund.

RECOMMENDATION: That the City Council authorize the replacement of Digester PLC #6 at the Wastewater Treatment Facility by Telstar Instruments in an amount not to exceed \$29,170, inclusive of all parts, labor, taxes, and a 10% contingency.

ATTACHMENTS: 1. Telstar Quote Letter – PLC 6 Digester Replacement

Appropriated/Funded:

Review By:

Department Director:
Robert Alvarez, Public Works Director

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



Contractor License #422364
Contractor DIR #1000000899

**CONTROL SYSTEM INTEGRATION • INSTRUMENTATION SERVICES
SCADA/AUTOMATION • PLC/HMI • ELECTRICAL • CALIBRATION • MAINTENANCE**

February 5, 2026

City of Porterville WWTP
291 N Main Street
Porterville CA 93227
Sent via Email : dharris@ci.porterville.ca.us

Attn: Daniel Harris
Subject: Digester PLC 6 Replacement
Reference: 20-44573

Drawings: N/A
Specifications: N/A

Dear Daniel,

Telstar Instruments ("Telstar") is pleased to provide a quote for the referenced project to the above identified purchaser ("Customer").

By accepting this proposal from Telstar you agree to treat this as confidential information.

SCOPE OF SUPPLY / SERVICES

1. Telstar will Removed and replace RTU6 digester.
2. RTU 6 will be replaced with one (1) Micrologix 1400 PLC, one (1) Digital input card and three (3) analog input cards.
3. Tesco HMI will be replaced with one (1) 7" C-more touch screen display.
4. Telstar will Program PLC and HMI.
5. Telstar will Program SCADA to communicate to the new PLC. Note: Existing radio will be used to communicate back to SCADA.
6. Start up and training is included for RTU 6.

Lump Sum Price for this Scope.....\$26,518.00
Shipping and Handling for Telstar Supplied Materials IS INCLUDED
Sales Tax IS INCLUDED

This quotation is based on Customer's representation that this IS a prevailing wage project.

CLARIFICATIONS, EXCEPTIONS, AND EXCLUSIONS



Contractor License #422364
Contractor DIR #1000000899

- a. Material price is valid for seven (7) days from date referenced on this quote (Refer to Industry Material Pricing and Delivery clause under Terms and Conditions)
- b. This quotation is based on the inclusion of Telstar's standard Terms and Conditions as part of any purchase order, contract or other agreement.
- c. Telstar's quotation includes only those items listed above. Requests for additions/deletions from our scope will require a change in the quoted price.
- d. Telstar assumes no responsibility for performance, applicability, compatibility, start-up, testing, or acceptance of any equipment not furnished by Telstar under this proposal.
- e. Please reference the above stated quote number in all correspondence and purchase orders.
- f. A fee of 2% will be applied to all invoices paid by credit card.

TERMS AND CONDITIONS

Base Terms: The attached Quotation is valid for 30 days from the date of Telstar Instruments' ("Telstar") quotation. Acceptance of Telstar's Quotation constitutes a binding Agreement incorporating these Terms and Conditions ("Agreement"). Payment is due and payable 30 days from date of invoice. If payment is not received by the 30th day, a .05% daily service charge (18-3/4% per annum) will be charged on all accounts past due. In the event of a dispute concerning payment, attorney's fees, court costs and costs of collection will be paid to the prevailing party. The cost for permits and bonding are excluded unless expressly referenced in Telstar's quotation. Our standard insurance applies unless agreed to in writing by Telstar. Telstar's standard one year parts only warranty applies to this quotation. All other warranties, express or implied, or referenced elsewhere in contract documents are excluded, including but not limited to implied warranties of merchantability or fitness for purpose. Unless expressly stated in Telstar's estimate, this quote is based on standard straight time hours and does not include any prevailing wage rates. The price quoted herein is for the labor and materials specifically listed within the body of this quote. Overtime and premium labor hours are not included in the quotation, and will result in an additional charge. Service calls are charged at a 4-hour minimum per person, excluding travel time, which is charged separately. Unless expressly stated in the Quotation, training, operation and maintenance manuals, and preparation of as built drawings are excluded from Telstar's scope of work. The term "Equipment" and "Services" as used in these Terms and Conditions refers to the materials and labor provided by Telstar under this Agreement.

Limitation of Liability: (a) In no event shall Telstar, its suppliers or subcontractors be liable for special, indirect, incidental or consequential damages, whether in contract, warranty, tort, negligence, strict liability or otherwise, including, but not limited to, loss of profits or revenue, loss of use of Equipment or any associated equipment, cost of capital, cost of substitute equipment, facilities or Services, downtime costs, delays, or claims of customers of Customer, their officers, directors, members employees or any third parties for any damages. Telstar's liability for any claim, whether in contract, warranty, tort, negligence, strict liability, or otherwise for any loss or damage arising out of, connected with, or resulting from this Agreement or the performance or breach thereof, or from the design, manufacture, sale, delivery, resale, repair, replacement, installation, technical direction of installation, inspection, operation or use of any Equipment covered by or furnished under this Agreement, or from any services rendered in connection therewith, shall in no case exceed twenty-five percent (25%) of the purchase price allocable to the Equipment or Services that are the subject of the claim. (b) All causes of action against Telstar arising out of or relating to this Agreement, or the performance or breach hereof shall be deemed barred unless brought within one year from the date of discovery or other accrual. (c) In no event, regardless of cause, shall Telstar be liable for liquidated damages, offsets or penalties of any kind or to indemnify, defend or hold harmless Customer, its officers, directors, members, employees or any third party, arising from or related to the Equipment and/or Services provided by Telstar.

Force Majeure: Telstar shall neither be liable for loss, damage, detention or delay nor be deemed to be in default for failure to perform when prevented from doing so by causes beyond its reasonable control including but not limited to acts of war (declared or undeclared), Acts of God, fire, strike, labor difficulties, pandemic, acts or omissions of any governmental authority or of Customer, compliance with government regulations, insurrection or riot,



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Contractor DIR #1000000899

embargo, delays or shortages in transportation or inability to obtain necessary labor, materials, or manufacturing facilities from usual sources or from defects or delays in the performance of its suppliers or subcontractors due to any of the foregoing. In the event of delay due to any such cause, the date of delivery will be extended by period equal to the delay plus a reasonable time to resume production, and the price will be adjusted to compensate Telstar for such delay.

Cancellation: In the event of cancellation by Customer, Customer agrees to fully reimburse and compensate Telstar for all costs associated with this Agreement, including but not limited to engineering, labor, materials, quote and estimating time, and product return fees, plus a ten percent (10%) markup to compensate for disruption in scheduling, planned production, indirect costs and profit. Payment for cancellation shall be due within ten (10) days from the date of submission of charges by Telstar.

Entire Agreement: This Agreement constitutes the entire agreement between Telstar and Customer. There are no agreements, understandings, restrictions, warranties, or representations between Telstar and Customer other than those set forth herein or herein provided. This Agreement may only be amended, changed or revised by a written amendment signed by an authorized representative of Telstar. No oral or implied agreements shall be of any force or affect.

Precedence: In the event Telstar is issued an authorization for work, Purchase Order, Contract or similar Agreement with conflicting Terms and Conditions than those set forth herein, these Terms and Conditions will take precedence and will supersede any and all other conflicting Terms and Conditions.

Submittals: In the event Telstar receives a Notice to Proceed or a written statement to proceed with submittals, Telstar will be entitled to compensation based on percent of completion of submittal cost to Customer. Telstar will prepare only one set of submittals, and any resubmittals shall be subject to an additional charge for engineering time and other costs in preparing re-submittals.

Prevailing Wages: Customer must promptly inform Telstar when a project will be registered on the Department of Industrial Relations. Customer must inform Telstar if Certified Payroll Reports are required to be submitted to Customer. If Customer requests Certified Payroll Reports beyond four weeks in arrears, Customer may be charged an administrative processing fee of \$50.00 per week generated for said reports.

Authorized Signers: Only the following officers of Telstar have the legal authority to enter into binding agreements on behalf of Telstar: John D. Gardiner (President), Kyle A. Johnsen (Vice President), Robert S. Marston (Secretary), Benjamin R. Herston (Treasurer). If a document is signed by an unauthorized person, the document will be void and unenforceable.

Industry Material Pricing and Delivery: Telstar is unable to hold prices on materials for more than 7 days from the dates of the Quotation. Prices for plastic, copper, steel, and other commodities fluctuate daily. Our vendors and manufacturers can experience delays due to labor shortages, shortage of containers, port congestion, and raw material shortages that have extended lead times significantly. Material price fluctuations due to tariffs are not included in the quotation and may not be known until time of material shipment. Additional material costs associated with tariffs will be paid by the customer. Telstar reserves the right to change the delivery date and pricing of materials set forth in this Quotation. Telstar considers any of the above related changes imposed by our vendors and manufacturers as outside its reasonable control and subject to Force Majeure provisions.

Insurance: Telstar's standard insurance limits will apply.

Open Shop: Telstar is an Open Shop contractor and will not be signatory to any unions.

Governing Law: This Agreement shall be construed and interpreted in accordance with the laws of the State of California.

Waiver: The failure of Telstar to insist upon the performance of any term or condition of this Agreement shall not be construed as a waiver of the future performance of any such term or condition or the future exercise of such right.

Severability: If any term of this Agreement is determined to be invalid or unenforceable under any applicable statute, regulation, ordinance, or other law, such term shall be deemed reformed or deleted, but only to the extent necessary to comply with such law, and the remaining portions of this Purchase Order shall remain in full force and effect.

Dispute Resolution: In the event of any dispute arising from or relating to this Agreement, the parties agree to engage in informal efforts toward resolution by meeting in person. If such efforts are unsuccessful, the parties agree to submit the dispute to mediation with a neutral mediator for resolution, with the parties sharing the costs of such



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Contractor DIR #1000000899

mediation equally. If the parties are unsuccessful in resolving their dispute, then the dispute shall be subject to litigation. If the dispute involves a public entity Owner, then the parties shall comply with the requirements of Public Contract Code section 9204.

We look forward to working with you on this project. If you have any questions, please contact me at the phone number below.

Sincerely,

Felipe Martinez

Electrical Engineer / IC&E Specialist
Telstar Instruments
P: (559) 584-7116



CITY COUNCIL AGENDA – APRIL 7, 2026

SUBJECT: Authorization to Repair City Well No.6

SOURCE: Public Works

COMMENT: City Well No. 6, located at 437 W. Kanai, has experienced a failure of the pump and bowl assembly, rendering the well inoperable. This well is a critical component of the City's water system and contributes to maintaining adequate system pressure and meeting daily water demands.

With increased demand anticipated during the upcoming summer months, it is essential that Well No. 6 be repaired and returned to service as soon as possible to ensure system reliability and operational efficiency.

City staff solicited quotes from three qualified pump service providers for the installation of a new pump, bowl assembly, and replacement of associated electrical wiring. The scope of work includes furnishing all labor, materials, and equipment necessary to complete the repair and restore the well to full operation.

The following quotes were received:

Valley Pump & Dairy Systems	\$23,875
Carver Pump Service	\$24,914
CTL Water Well & Pump Service	\$37,156

Valley Pump & Dairy Systems submitted the lowest responsive quote and has confirmed that all required parts are readily available. This availability is critical to minimizing downtime and ensuring the well is returned to service quickly. Selecting Valley Pump & Dairy Systems will allow the City to expedite repairs and maintain adequate water production capacity, system pressure, and service reliability during peak demand periods.

The purchase is consistent with the City's purchasing policy for informal procurement based on competitive quotes. Funding for this project is available in the Water Operating Fund. The total project cost is not expected to exceed \$26,263, which includes all labor, materials, applicable taxes, and a 10% contingency to address any unforeseen conditions.

RECOMMENDATION: That the City Council authorize the repair of City Well No. 6 by Valley Pump & Dairy Systems in an amount not to exceed \$26,263, inclusive of parts, labor, taxes, and a 10% contingency.

ATTACHMENTS:

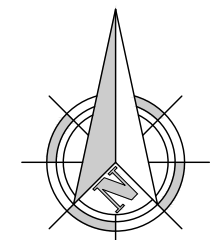
1. CITY WELL 6 Location Map
2. Valley Pump Quote
3. Carver Pump Quote
4. CTL Pump Quote

Appropriated/Funded:

Review By:

Department Director:
Robert Alvarez, Public Works Director

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



0' 100' 200'

SCALE: 1" = 200'

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

CITY WELL 6
437 W KANAI AVE

DRAWN BY	GG
CHECKED BY	
SCALE	1" = 200'
DATE	3/25/2026

SHEET
1
OF
1



2280 SOUTH "K" STREET
TULARE, CA 93274

PHONE: (559) 686-2000

QUOTE

Customer: CITY OF PORTERVILLE

Description: INSTALL 60HP SUBMERSIBLE PUMP W/ NEW MOTOR & PUMP, NEW SUB CABLE SET AT 273'

Location:

Amount	Description	Each	Cost
1.00	60HP HITACHI SUB MOTOR 480V 3PH	8240	8,240.00
1.00	8RJLC 5-STAGE GOULDS PUMP END	8655	8,655.00
280.00	#4/3 SUBCABLE FJ	9.85	2,758.00
1.00	MISC. PARTS (TAPE, GREASE, BOLTS ETC)	300	300.00
			-
			-
8.00	LABOR, 2-MAN RIG	285	2,280.00
			-
			-
			-
			-
			-
			-
			-
			-
			-

Sub Total	22,233.00
Tax	1,642.06
Total	23,875.06

Presented Cody Wilson

This Quote is good for 15 Days: 3/26/26

Accepted by
Company:

 Delete

 Archive

 Move to

 Reply

 Reply all

 Forward

 Share to Teams

Fwd: Well 6 quote

From: Manny Gonzalez <mg@ctlinc.us>
Date: March 27, 2026 at 7:31:20 AM PDT
To: Jonathan Pruitt <jpruitt@ci.porterville.ca.us>
Cc: David Payne <dpayne@ci.porterville.ca.us>, Gordon Trott <gtrott@ci.porterville.ca.us>
Subject: RE: Well 6 quote

Caution! This message was sent from outside your organization.

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Morning guys
Hey our lady at the office called in sick. So this is what I can send you for now. We can send a formal proposal on Monday.

1. 60HP Hitachi Motor 460-480 volt 3 phase	\$13,750.00
1. 4Stg sub turbine pump Goulds	\$9,875.00
280 ft 4 gauge 3wire full jacketed	\$7,700.00
1. 4 gauge splice kit	\$27.50
2 – Rolls of 10 mil tape	\$54.00
PW Labor for 3 man crew w/ well service & support truck	\$5,750.00

Please let me know if you have any questions. Thanks

From: Jonathan Pruitt <jpruitt@ci.porterville.ca.us>
Sent: Thursday, March 26, 2026 11:22 AM
To: Manny Gonzalez <mg@ctlinc.us>
Cc: David Payne <dpayne@ci.porterville.ca.us>; Gordon Trott <gtrott@ci.porterville.ca.us>
Subject: Well 6 quote

DESCRIPTION
1-new 3stg sub turbine bowl
1-new 60hp Hitachi 480v sub motor
280ft #4 flat jacket sub cable
misc- spice kit, tapes and bolts
Prevailing Wage labor to install pump & motor start & check



CITY COUNCIL AGENDA – APRIL 7, 2026

SUBJECT: Authorization to Distribute a Request for Qualifications for On-Call Escrow and Title Services

SOURCE: Community Development

COMMENT: The Community Development Department is responsible for overseeing the acquisition of right-of-way, easements, and property interests on behalf of all City departments. Escrow and title services are a critical component of these activities and require specialized expertise that is not currently available within City staff.

Since 2021, the City has maintained a service agreement with First American for these services; however, staff is recommending issuance of a new Request for Qualifications (RFQ) to ensure continued competitive procurement and service availability.

Issuing an RFQ will allow the City to establish a qualified pool of firms to provide escrow and title services on an as-needed basis for right-of-way and property acquisition projects. These services are necessary to support the timely and efficient delivery of capital improvement and development projects.

Staff is requesting authorization to issue the attached RFQ for On-Call Escrow and Title Services.

RECOMMENDATION: That the City Council authorize staff to distribute a Request for Qualifications for on-call escrow and title services.

ATTACHMENTS: 1. Draft RFQ for On-Call Escrow and Title Services

Appropriated/Funded:

Review By:

Department Director:

Claudia Calderon, Community Development Director

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



**REQUEST FOR QUALIFICATIONS FOR ESCROW AND TITLE
SERVICES. RFQ No. 25/26-SR____**

The City of Porterville, (hereinafter “City”) is initiating this Request for Qualifications (RFQ) to solicit responses from qualified firms interested in providing preliminary and other title reports, escrow services, title insurance and other title related services as required to assist staff in the purchase of properties. The required services described in the attached RFQ will be performed upon request by the City as projects are initiated.

Submittal: One PDF version must be received by:
5:00 p.m., Friday, May 29, 2026

Addressed to: Community Development Department
City of Porterville
291 N. Main Street
Porterville, CA 93257
Attention: Claudia Calderon

Email Subject: RFQ No. 25/26-SR____ Escrow and Title Services

Late or incomplete submittals will not be accepted and will be automatically disqualified from further consideration. All response packages and any accompanying documentation become the property of the City of Porterville and will not be returned.

INQUIRIES:

RFQ documents may be inspected and electronically downloaded at no cost, at the Public Purchase website, <https://www.publicpurchase.com>. No copies of said documents will be provided by the City. All addenda and correspondence during the bid process will be handled electronically through the Public Purchase website.

Questions regarding this project are due no later than **Tuesday, May 26, 2026.**

The City of Porterville is an Equal Opportunity Employer.

**CITY OF PORTERVILLE
REQUEST FOR QUALIFICATIONS (RFQ) FOR
ON-CALL ESCROW AND TITLE SERVICES**

I. INTRODUCTION

The City of Porterville has need of a consultant or firm to provide escrow and title services when right-of-way or property acquisition is necessary to complete certain projects. These tasks are a specialty that are not within the current capacity of City staff. Subject projects may be privately initiated by a seller approaching the City, or in response to a need for right-of-way to complete a public improvement project. Although the consultant's work will include involvement by the Community Development Director or designated staff, independent initiative and responsiveness are integral to the success of the contract and each project addressed under the contract. Other services typically rendered by the selected firm may also be utilized during the course of this agreement.

II. SCOPE OF ESCROW AND TITLE SERVICES

The consultant will respond directly to the Community Development Director or his designee on a particular project. The selected consultant will perform, but not be limited to, the following tasks:

1. Preliminary and Other Title Reports - Use of e-Pre is preferred, with a supplemental pdf or hard copy of a preliminary title report. Cost per report will be set for the term of the contract, and where title insurance is required, the cost of the preliminary title report will be credited towards the policy premium.
2. Escrow Services
3. Property Profiles
4. Document Preparation and Recordation
5. For complicated projects, coordinate regularly with City staff and other parties as needed.
6. Title Production
7. Title Guarantees
8. Provide other consulting services as available through the selected firm.
9. Other Requirements:

- a) The selected firm will be required to carry and provide certificates of insurance for general and automobile liability insurance as follows:

General Liability (bodily injury and property damage)*

Professional Liability (errors and omissions)*

Automobile Liability*

Workers Compensation Statutory Limits

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

The General Liability is to contain or be endorsed to name the City, its officers, officials, employees and agents as Additional Insured as respects liability arising out of the activities performed in connection with this contract. The coverage shall be primary and shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability. Original endorsements, signed by a person authorized to bind coverage on its behalf, shall be furnished to the City by the successful firm.

- b) The selected consultant/firm shall indemnify and hold harmless the City, its officers, employees and agents from and against all claims, damages, losses and expenses caused in whole or in part by any negligent act or omission of the firm, its consultants, subcontractors, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, except where caused by the active negligence, or willful misconduct by the City.
- c) Labor and material proposals submitted on this form shall be subject to the provisions of Section 1700, California Labor Code, as specified by Section 3700, California Labor Code, which requires Workers' Compensation insurance to be provided by the selected consultant/firm.
- d) Workers' Compensation policy(ies) are to be endorsed to include a waiver of subrogation against the City, its officers, officials, employees and agents.
- e) The firm and its employees are independent contractors and not employees of the City of Porterville. The firm and/or its insurers are responsible for payment of any liability arising out of workers' compensation, unemployment, or employee benefits offered to its employees.
- f) Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City.
- g) Endorsements are to be received and approved by the City before work commences.

- h) The successful consultant/firm shall obtain a City of Porterville business license. Fee is based on gross receipts for all business transactions in the city of Porterville. For information, contact the Business License clerk at (559) 782-7457.
- i) A service contract will be provided by the City to the selected contractor.
- j) All work performed by the consultant under this contract shall be under the ownership of the City of Porterville.
- k) All work performed under this contract shall be researched, prepared and executed in a professional and competent manner for which the consultant will be responsible.
- l) In accordance with City of Porterville and Caltrans policy, disadvantaged business enterprises (DBE), including qualified small minority and woman-owned firms, are encouraged to submit a proposal or otherwise participate in the completion of the work covered by this request. No DBE participation goals have been established for this project.
- m) The employee(s) identified in the response as performing the duties under this contract shall not be replaced without the prior written approval of the Community Development Director of the City of Porterville.

III. PERIOD OF PERFORMANCE

If selected, the City will provide a Service Contract for five (5) years following the date of the signed service agreement. Failure of a respondent to accept this obligation will result in the cancellation of the contract award. The contract may be extended by mutual agreement. Upon contract renewal, the cost for services must be agreed upon by both parties. Due to the volume of work needed, the City of Porterville reserves the right to place services, in addition to the services being performed by the selected firm, with other qualified firms.

IV. DESIRABLE QUALIFICATIONS OF THE CONSULTANT

The City is seeking a qualified consultant to provide on-call escrow and title services. The desired consultant shall have the following qualifications:

1. Extensive (a minimum of five years) experience in residential and commercial title and escrow services for governmental agencies in the State of California.
2. The Consultant's proven ability to expeditiously and accurately produce the required product in a concise and useable format.

3. Knowledge of the City of Porterville property acquisition process is highly desirable.
4. The consultant must possess strong writing skills and be proficient using Microsoft Word and other standard software programs.

V. ADDENDA

It is the responsibility of respondents to check the Purchasing Webpage <https://www.publicpurchase.com> for Addenda or other additional information that may be posted regarding this RFQ.

VI. RESPONSE DATE

All proposals shall be received by the City of Porterville by 5:00 p.m. on the Public Purchase website by Friday, May 29, 2026.

VII. CONTENTS OF STATEMENTS OF QUALIFICATIONS TO BE SUBMITTED TO CITY

Submissions to this RFQ must be in the form of a “response package” containing the response and all required supporting information and documents. Respondents are required to provide all information requested below. In your response, please indicate “N.A.” if the statement is not applicable to you.

1. A cover letter, signed by a person authorized to enter into a contract with the City, identifying the contact person and any key personnel. If a joint venture, identify the roles of the partnering organizations.
2. A copy of the firm’s State of California license.
3. A list stating the names and addresses of the Underwriters who will provide Title Insurance Commitments and Title Insurance Policies.
4. Provide a resumé of your firm’s experience and other factors relevant to the services described in this RFQ. Provide resumes of key staff or job descriptions/minimum requirements for key positions.
5. Provide a statement listing similar contracts (both public and private) relevant to services solicited that have been completed during the last three (3) years, including the firm’s previous experience with the City of Porterville and familiarity with the community. The statement must also list any failure or refusal to complete a contract, including details and dates.

6. Prospective consultants shall designate by name the project manager to be employed in this effort. The selected consultant shall not substitute the project manager without prior approval by the Community Development Director of the City of Porterville.
7. Two (2) letters of verifiable reference (with contact information); and
8. Any relevant addenda which the respondent wishes to submit.

Additionally, the response package shall contain the fees the firm proposes to charge for the services to be provided. Time will be of the essence in completing the services described in relation to this project. It is anticipated that this effort may require significant staff resources at times, particularly for large construction projects requiring acquisition of several properties or easements.

To be considered, providers must submit a complete response to this RFQ using the format required on the Public Purchase website <https://www.publicpurchase.com>. One original response must be submitted to the City of Porterville's Community Development Department via Public Purchase's website.

VIII. EVALUATION

The selection process will include an initial screening of the responses by City staff. All qualified written responses will then be evaluated by a selection panel using the attached Exhibit "A" Consultant Selection Rating Form.

The City has the option of conducting oral interviews as part of the evaluation process. If the City opts to conduct interviews to assess respondents' ability to provide the services, the City may elect to interview only the most qualified respondents (based on the qualifications), if the number of responses is high.

The City may also contact and evaluate respondent references; contact any respondent to clarify any response; solicit information from any available source concerning any aspect of a proposal; and seek and review any other information deemed pertinent to the evaluation process.

The selection panel's recommendation will be transmitted to the City Council for consideration of award based on the following:

1. Completeness of the response;
2. Qualifications met by the firm;
3. Ability to provide an appropriate level of service;
4. References; and
5. Costs

IX. SELECTION

Final selection, based upon the written response (and possibly an interview), is anticipated to be made by the City Council at its meeting on July 21, 2026.

Once the City has selected a firm, contract negotiations will be initiated. If a satisfactory contract (Exhibit B), including fees, cannot be negotiated with any firm, the City may, at its sole discretion, terminate negotiations and begin contract negotiations with another firm qualified through the selection process.

X. INQUIRIES REGARDING THIS RFQ

Any inquiries regarding this RFQ or the project described herein should be submitted through the Public Purchase website by no later than May 26, 2026.



CITY COUNCIL AGENDA – APRIL 7, 2026

SUBJECT: Authorization to Award Contract for Solar Operations & Maintenance Services

SOURCE: Transportation

COMMENT: On January 20, 2026, the City Council authorized staff to advertise a Request for Proposals (RFP No. 25/26-SR1984) for Solar Operations & Maintenance Services to support the ongoing operation, monitoring, and maintenance of the City's solar infrastructure. The City's solar assets play a critical role in offsetting energy consumption associated with municipal operations, including the charging of the City's electric fleet. Ensuring proper maintenance and system performance is essential to maximizing energy production, protecting public investment, and maintaining long-term operational efficiency.

The RFP was issued on January 29, 2026, and proposals were due on February 26, 2026. In response, the City received proposals from three (3) firms. Staff conducted a comprehensive evaluation of each proposal for completeness, responsiveness, qualifications, and consistency with the Engineer's Estimate of \$163,443.28.

The following proposals were received:

<u>Contractor</u>	<u>Bid Amount</u>
Bright House Energy Construction, Inc.	\$149,400
Opterra Energy	\$163,389
Product Development Solutions, Inc.	Non-responsive

Although Product Development Solutions submitted the lowest bid, staff determined the proposal to be non-responsive to the RFP requirements. Specifically, the proposal did not include costs for the required initial system assessment and diagnostic testing, did not adequately account for the level of effort necessary for initial panel cleaning based on current system conditions, and reflected a pricing structure with significantly lower first-year costs compared to subsequent years, raising concerns regarding completeness and long-term cost reliability.

Based on this evaluation, staff determined that Bright House Energy

Item No. 8.

Construction, Inc. submitted the lowest responsive and responsible proposal. The proposal includes comprehensive services consistent with the scope of work, including preventative maintenance, corrective repairs, system monitoring, and ongoing operational support.

The proposed agreement includes an initial five (5) year term, with the option for annual renewals for up to an additional five (5) years, subject to mutual agreement and satisfactory performance, and a total compensation amount not to exceed \$149,400. This total reflects the full five-year term of the agreement, including higher initial costs in the first year associated with system assessment and cleaning, followed by lower ongoing annual maintenance costs.

This project is eligible for federal financial participation through the Federal Transit Administration (FTA), which may fund up to eighty percent (80%) of the total project cost. Based on the proposed contract amount, the estimated FTA share is \$119,520, with the required local match of \$29,880 to be funded through Local Transportation Funds (LTF). Funding for this project has been appropriated in the Fiscal Year 2025–2026 budget, and no additional appropriation is required.

Awarding this contract will ensure continued monitoring, maintenance, and performance of the City’s solar assets, supporting long-term energy efficiency, system reliability, and cost savings.

RECOMMENDATION: That the City Council award the Solar Operations & Maintenance Services contract to Bright House Energy Construction, Inc., in an amount not to exceed \$149,400, and authorize the City Manager to execute the agreement.

ATTACHMENTS:

1. Draft Agreement
2. Exhibit A - FTA Terms & Conditions
3. Exhibit B - RFP No. 25-26-SR1984 - Solar Maintenance Services
4. Exhibit C - Contractor Proposal Bright House RFP Complete
5. Exhibit D - Contractor Price Sheet

Appropriated/Funded:

Review By:

Department Director:
Russell Isom, Director of Transportation

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

**CITY OF PORTERVILLE
PROFESSIONAL SERVICES AGREEMENT WITH
SOLAR MAINTENANCE SERVICES**

This Professional Services Agreement (Agreement) is entered into between the City of Porterville, a charter city and municipal corporation (**City**), and Bright House Energy Construction, Inc. City and Contractor are referred to individually as “Party” and collectively as “Parties.”

RECITALS

- A. The City of Porterville, a charter city, desires to retain Contractor to perform Solar Operations & Maintenance Services (Project) in accordance with its specific requirements as outlined in the Request for Proposals (RFP); and
- B. On January 27, 2026, the City issued Request No. 25/26-SR1984 for Proposals (RFP) for Solar Operations & Maintenance Services.
- C. Contractor, Bright House Energy Construction, Inc., submitted its proposal on February 20, 2026, outlining its qualifications, local resources, and technical capabilities, which align with the City’s requirements for maintaining its solar infrastructure, including preventative maintenance, corrective repairs, and 24/7 remote monitoring services; and
- D. Following the City's review of Contractor’s proposal and subsequent negotiations between the Parties, the City has determined that Contractor possesses the necessary skills, experience, and certifications to successfully provide the required services.
- E. The Parties have now reached an agreement for the performance of services in accordance with the terms set forth in this Agreement, including any additional terms outlined in the RFP and the Contractor’s proposal.
- F. This Agreement is subject to the terms and conditions set forth by the Federal Transit Administration (FTA), as the project is partially funded by the United States Department of Transportation (USDOT) Federal Transit Administration. The Parties agree to comply with all FTA Terms and Conditions outlined in Exhibit "A."

NOW THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

- 1. Scope of Work.** Contractor shall perform the Services and complete the Project in accordance with the terms outlined in Exhibit "B" and "C", including full compliance with all applicable Federal Transit Administration (FTA) regulations, guidelines, and conditions as outlined in Exhibit "A."

- 2. Time of Performance.** Time is of the essence in the performance of services under this Agreement. The Contractor shall begin performance promptly upon the mutual execution of this Agreement. The term of this Agreement shall be for an initial period of five (5) years from the date of execution, unless earlier terminated in accordance with the provisions of this Agreement.

Upon mutual written agreement of the Parties, this Agreement may be renewed for up to five (5) additional one-year terms following the expiration of the initial five-year term. Each renewal shall be subject to the same terms and conditions set forth in this Agreement, unless otherwise amended in writing by the Parties at the time of renewal.

Contractor shall submit any requests for time extensions or renewal no later than ninety (90) days prior to the expiration of the current term. Monthly inspections and other services shall be coordinated with City personnel.

The total compensation set forth in this Agreement reflects the full cost of services for the initial five (5) year term.

- 3. Compensation.** All compensation paid to Contractor shall be in accordance with the billing rates set forth in Exhibit "D." Contractor shall comply with any applicable Federal Transit Administration (FTA) requirements regarding cost documentation, billing, and reporting as specified in Exhibit "A."

3.1. Not to Exceed Amount. The total compensation payable to Contractor under this Agreement shall not exceed One Hundred Forty-Nine Thousand Four Hundred Dollars (\$149,400) for the initial five (5) year term, inclusive of all routine services and any authorized additional services. Contractor shall not perform any work that would cause the total compensation to exceed this amount without prior written authorization from the City.

Any additional services, including corrective repairs or emergency services, shall require prior written authorization by the City. Such services shall be billed in accordance with the rates set forth in Exhibit "D" and shall be included within the total not-to-exceed amount unless otherwise authorized in writing by the City.

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

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. Within thirty (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), provided, however, such services are in accordance with this Agreement and are not disputed by City.

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.

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 and hold harmless the City from and against any claims to the extent caused by Contractor's negligent acts, errors, or omissions in its performance of its services under this Agreement, or failure to comply with its obligations under this Agreement, except to the extent caused by the 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, and its 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.

5. Insurance.

5.1. General Requirements. Prior to the commencement of any services under this Agreement, the Contractor shall, at its sole expense, maintain in full force and effect, insurance coverage to protect against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work by the Contractor, its agents, representatives, employees, or subcontractors. Such insurance shall comply with the following requirements:

5.2. Minimum Scope of Insurance. Coverage shall be at least as broad as:

- **Commercial General Liability (CGL):** Insurance covering the Contractor's operations, including premises and operations, independent contractors, personal injury, products and completed operations, and contractual liability.
- **Automobile Liability Insurance:** Insurance for all owned, non-owned, hired, and borrowed vehicles used by the Contractor in connection with the work performed under this Agreement.
- **Workers' Compensation and Employers' Liability Insurance:** As required by the State of California, covering all employees of the Contractor, and to include Waiver of Subrogation in favor of the City.
- **Environmental/Pollution Liability Insurance:** Due to the nature of the work involving solar energy systems and associated electrical infrastructure, Contractor shall maintain Environmental/Pollution Liability Insurance covering liability arising from pollution conditions, including but not limited to the release, discharge, or escape of pollutants resulting from Contractor's operations.

- **Umbrella or Excess Liability Insurance:** To meet the required limits, if necessary, this coverage shall apply on a follow-form basis for all underlying policies, including CGL, Auto, and Employers' Liability.

5.3. Minimum Limits of Insurance. Contractor shall maintain limits no less than:

- **Commercial General Liability:** \$1,000,000 per occurrence for bodily injury, personal injury, and property damage, and \$2,000,000 general aggregate. Coverage shall be on a per project basis.
- **Automobile Liability:** \$1,000,000 combined single limit per accident for bodily injury and property damage.
- **Workers' Compensation and Employers' Liability:** Workers' compensation insurance as required by the State of California and Employers' Liability Insurance limits of at least \$1,000,000 per accident for bodily injury or disease.
- **Environmental/Pollution Liability:** \$1,000,000 per claim or occurrence and \$2,000,000 aggregate for pollution incidents, including the handling of materials associated with solar system maintenance, if applicable
- **Umbrella/Excess Liability:** \$5,000,000 per occurrence, with limits sufficient to meet all underlying liability coverages.

5.4. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees, and volunteers; or the Contractor shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

5.5. Other Insurance Provisions. The insurance policies are to contain, or be endorsed to contain, the following provisions:

- 5.5.1. Additional Insured:** The City, its officers, officials, employees, agents, and volunteers shall be named as additional insureds on all insurance policies except workers' compensation, using ISO endorsement CG 20 10 11 85 or equivalent. The coverage shall be primary and non-contributory with any insurance maintained by the City.
- 5.5.2. Primary Coverage:** For any claims related to this Agreement, the Contractor's insurance coverage shall be primary insurance as respects the City, its officers,

officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

5.5.3. Waiver of Subrogation: The insurance policies shall include a waiver of subrogation in favor of the City for all insurance coverages maintained by the Contractor, where permitted by law.

5.5.4. Notice of Cancellation: Each insurance policy shall state that coverage shall not be canceled, reduced, or allowed to expire except after thirty (30) days prior written notice has been provided to the City, or ten (10) days for non-payment of premiums.

5.6. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A, licensed to conduct business in California, and approved by the City.

5.7. Verification of Coverage. Contractor shall furnish the City with original certificates of insurance and endorsements effecting coverage required by this Agreement. All certificates and endorsements are to be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage, at any time.

5.8. Subcontractors.

5.8.1. Subcontractor Insurance Requirements. Contractor shall require all subcontractors performing any work under this Agreement to maintain insurance coverage that meets or exceeds the requirements set forth in the "Insurance Requirements" section of this Agreement. This includes, but is not limited to:

- Commercial General Liability (CGL) Insurance.
- Automobile Liability Insurance
- Workers' Compensation and Employers' Liability Insurance
- Environmental/Pollution Liability Insurance (if applicable)

5.8.2. Additional Insured Status. Contractor shall ensure that the City, its officers, officials, employees, agents, and volunteers are named as additional insureds on all subcontractors' insurance policies, except Workers' Compensation, using ISO endorsement CG 20 10 11 85 or its equivalent. The subcontractors' insurance coverage shall be primary and non-contributory to any insurance maintained by the City.

5.8.3. Waiver of Subrogation. Contractor shall require that each subcontractor's insurance policies include a waiver of subrogation in favor of the City, where permitted by law, to the same extent as required of the Contractor under this Agreement.

5.8.4. Verification of Subcontractor Insurance. Prior to the commencement of any work by a subcontractor, Contractor shall obtain and verify certificates of insurance and endorsements from each subcontractor evidencing compliance with the insurance requirements stated herein. Contractor shall provide these certificates and endorsements to the City upon request. The City reserves the right to require complete, certified copies of all required insurance policies from subcontractors at any time.

5.8.5. Liability for Subcontractor Non-Compliance. Contractor acknowledges that failure by a subcontractor to comply with the insurance requirements of this Agreement shall be considered a breach of this Agreement by the Contractor. Contractor shall remain fully responsible for the performance of all subcontractors and any failure by a subcontractor to meet the insurance or other contractual obligations under this Agreement.

6. Termination.

6.1. Termination for Convenience. The City may terminate this Agreement, in whole or in part, at any time for its convenience and without cause by providing the Contractor with thirty (30) days' written notice. In the event of such termination, the City shall be liable only for payment for services satisfactorily rendered and expenses incurred up to the effective date of termination. The Contractor shall not be entitled to any other form of compensation, including for anticipated profits or unperformed services.

6.2. Termination for Cause. The City may terminate this Agreement, in whole or in part, immediately upon written notice to the Contractor if:

- The Contractor fails to perform any of its obligations under this Agreement, including but not limited to failure to comply with the project schedule or failure to comply with applicable local, state, or federal laws or regulations.
- The Contractor becomes insolvent, files for bankruptcy, or assigns its rights or obligations under this Agreement without the City's prior written consent.
- The Contractor fails to correct any material deficiency in performance within ten (10) days after receiving written notice of such deficiency from the City.

In the event of termination for cause, the City may withhold any payments due to the Contractor until the work is completed by a replacement contractor, at which time the City will assess any additional costs incurred and adjust the final payment accordingly.

6.3. Federal Transit Administration (FTA) Termination Rights. This Agreement is subject to termination as required by the Federal Transit Administration (FTA). The City may terminate this Agreement, in whole or in part, if the Contractor fails to comply with any FTA terms, conditions, or applicable federal regulations. The termination rights under this clause are in addition to and in no way limit the Federal Government's right to terminate this Agreement as described in 2 CFR § 200.340 and other applicable FTA guidelines.

6.4. Effect of Termination. Upon receipt of a notice of termination, the Contractor shall immediately cease all work, unless otherwise directed by the City. The Contractor shall deliver to the City all documents, data, reports, supplies, and other materials accumulated or generated under this Agreement, whether complete or in progress, upon termination.

6.5. Payment Upon Termination.

6.5.1. Final Payment Upon Termination. In the event of any termination of this Agreement, the City shall pay the Contractor for all services satisfactorily performed and reimbursable expenses incurred up to the effective date of termination, subject to the provisions below. The Contractor shall submit an itemized invoice to the City detailing the services performed and expenses incurred through the termination date.

6.5.2. Withholding of Payment. If the City disputes any portion of an invoice or finds any portion of the Contractor's services unsatisfactory, the City may withhold payment of the disputed amount. The City will promptly notify the Contractor in writing of any disputed amounts and provide the Contractor with an opportunity to address and resolve the dispute. The undisputed portion of the invoice shall be paid in accordance with the terms of this Agreement.

6.5.3. Non-Cancellable Expenses. In the event of termination for convenience by the City, the City shall reimburse the Contractor for any documented non-cancellable expenses that were incurred prior to the effective date of termination, provided such expenses were reasonably incurred in the performance of the Contractor's obligations under this Agreement and are consistent with the approved scope of

work. The Contractor shall make every reasonable effort to mitigate or avoid incurring additional non-cancellable expenses after receiving notice of termination.

6.5.4. No Further Payments After Termination. Except for payment of services satisfactorily performed, reimbursable expenses incurred, and documented non-cancellable expenses as provided herein, no further payments shall be made to the Contractor after the effective date of termination.

6.5.5. Offset for Additional Costs. In the event of termination for cause, the City may withhold any payments due to the Contractor until the work is completed by a replacement contractor. Upon completion of the project, the City shall assess any additional costs incurred as a result of completing the work through a replacement contractor. Any additional costs shall be deducted from the payments due to the Contractor, and if the City's costs exceed the amounts owed to the Contractor, the City may seek recovery of the excess costs from the Contractor.

6.5.6. Final Release of Claims. The acceptance by the Contractor of final payment upon termination shall constitute a release of all claims against the City for payment under this Agreement, except for those amounts specifically withheld or disputed by the City. The Contractor acknowledges that no further claims for compensation shall be made after receipt of the final payment.

7. Dispute Resolution.

7.1. Good Faith Negotiations. If any dispute arises between the City and the Contractor concerning the interpretation or performance of this Agreement, the Parties shall engage in good faith negotiations to resolve the dispute. Each Party shall designate a senior management or executive-level representative to meet and confer in an effort to resolve the dispute through informal discussions.

7.2. Mediation. If the dispute is not resolved within fifteen (15) calendar days of the commencement of good faith negotiations, either Party may request that the matter be submitted to non-binding mediation. The Parties shall mutually select a neutral mediator within fifteen (15) calendar days of such request, and the mediation shall be conducted within thirty (30) days of the mediator's selection, unless otherwise agreed by the Parties. The costs of the mediator shall be shared equally by the Parties, and each Party shall bear its own costs and expenses, including attorney's fees, related to the mediation.

- 7.3. Injunctive Relief.** Notwithstanding the above, either Party may seek injunctive or other equitable relief from a court of competent jurisdiction to prevent or remedy an immediate threat of irreparable harm or to enforce its rights under this Agreement, without first engaging in good faith negotiations or mediation.
- 7.4. Litigation.** If the Parties are unable to resolve the dispute through mediation, either Party may pursue legal action in a court of competent jurisdiction within the State of California. Any litigation arising out of or relating to this Agreement shall be filed in the Superior Court of Tulare County, California. The prevailing Party in any such litigation shall be entitled to recover its reasonable attorneys' fees, costs, and expenses, including expert witness fees, incurred in connection with the litigation.
- 7.5. Obligation Pending Resolution.** Pending the final resolution of any dispute under this Agreement, the Contractor shall continue to perform all obligations under this Agreement unless otherwise directed by the City in writing. The City shall continue to make payments in accordance with this Agreement for any undisputed amounts.
- 7.6. Waiver of Jury Trial.** The City and Contractor mutually waive their respective rights to trial by jury in any action or proceeding arising out of or relating to this Agreement. This waiver is knowingly, voluntarily, and intentionally made by both Parties.
- 7.7. Time Limit for Dispute Resolution.** Any dispute arising out of or related to this Agreement must be brought within the applicable statute of limitations or within one (1) year from the date the cause of action accrues, whichever is shorter, unless otherwise agreed in writing by the Parties.

8. Ownership of Work.

- 8.1. City Ownership of Work Product.** All reports, documents, drawings, specifications, data, software, digital files, maintenance logs, and other materials, whether complete or in progress, prepared by the Contractor in the performance of this Agreement (collectively, "Work Product") shall be the property of the City. The City shall have ownership of all rights, title, and interest in and to the Work Product, including all intellectual property rights, and the Contractor shall not claim or assert any ownership interest therein.
- 8.2. Delivery of Work Product.** Upon completion of services, termination of this Agreement, or at any time upon the City's request, the Contractor shall promptly deliver to the City all Work Product, whether complete or in progress, including all digital records, data generated from the remote monitoring system, reports, files, and any other materials

related to the performance of services under this Agreement. No additional compensation shall be provided for the delivery of such Work Product.

8.3. Use of Work Product by Contractor. The Contractor shall not use, disclose, or make available the Work Product to any third party without the prior written consent of the City. The Contractor agrees that the City may use, distribute, or modify the Work Product for any purpose related to the City's operations or future projects without the Contractor's approval and without further compensation to the Contractor.

8.4. Contractor's Rights to Pre-Existing Materials. The Contractor may retain ownership of materials, methodologies, or proprietary tools that were developed by the Contractor independently of this Agreement and which are used in the performance of services under this Agreement (collectively, "Pre-Existing Materials"). However, any modifications or enhancements to such Pre-Existing Materials made under this Agreement shall be the property of the City. The Contractor grants the City a non-exclusive, royalty-free, perpetual license to use, modify, and distribute any Pre-Existing Materials incorporated into the Work Product.

8.5. Protection of Confidential Information. The Contractor shall maintain the confidentiality of any Work Product or other information related to the City's operations that is marked or designated as confidential, and shall not disclose such information to any third party without the City's prior written consent, except as required by law. This obligation shall survive the termination of this Agreement.

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. Contractor shall be solely responsible for, and shall save the City harmless from, all matters relating to the payment of Contractor's employees, agents, and subcontractors, including compliance with social security requirements, federal and State income tax withholding and all other regulations governing employer-employee relations. The City reserves the right to contract with other firms and/or Contractors during the term of this Agreement to provide the City the same or similar services that Contractor is providing to the City under this Agreement. Nothing contained in this Agreement guarantees Contractor a certain amount of work, and the City may, in its sole and absolute discretion, allocate and/or delegate work to Contractor so as to satisfy the City's needs.

10. Subcontractors.

- 10.1. Approval of Subcontractors.** Contractor shall not subcontract any portion of the work under this Agreement without the prior written consent of the City. Contractor shall be responsible for ensuring that any approved subcontractors comply with the terms and conditions of this Agreement, including but not limited to the requirements set forth in this section.
- 10.2. Responsibility of Subcontractor Compliance.** Contractor shall include the Federal Transit Administration (FTA) Terms and Conditions in all subcontracts, as required by FTA regulations. Each subcontract shall include all required federal clauses.
- 10.3. Insurance Requirements for Subcontractors.** Contractor shall require that all subcontractors maintain insurance coverage that meets or exceeds the insurance requirements outlined in the "Insurance Requirements" section of this Agreement. Contractor shall obtain and verify certificates of insurance and endorsements from each subcontractor, naming the City as an additional insured where applicable, and shall provide these documents to the City upon request. Contractor shall ensure that all subcontractors include a waiver of subrogation in favor of the City in their insurance policies where permitted by law.
- 10.4. Indemnification for Subcontractors.** Contractor agrees to indemnify, defend, and hold harmless the City, its officers, officials, employees, agents, and volunteers, from and against any claims arising out of or related to the actions, errors, omissions, or negligence of any subcontractor, to the same extent as Contractor is required to do so under the indemnification provisions of this Agreement.
- 10.5. Termination of Subcontractors.** If the City determines that any subcontractor is not complying with the terms of this Agreement or the applicable laws and regulations, the City may require the Contractor to terminate the subcontractor's participation in the project and replace them with another subcontractor, subject to the City's approval.
- 11. 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.
- 12. Rebates, Kickbacks, or Other Unlawful Consideration.** Contractor warrants that 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.

- 13. 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

Michael Clower
President
312 E. Grand Avenue
Porterville, CA 93257

14. Miscellaneous

- 14.1. 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 exercised by professionals performing similar services in the same or similar time and locality, and under the same or similar circumstances.
- 14.2. Amendments.** This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by both Parties.
- 14.3. 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.
- 14.4. 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.
- 14.5. 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.

- 14.6. Compliance with Law.** Contractor shall comply with all applicable local, state, and federal laws, including but not limited to the Federal Transit Administration (FTA) requirements as set forth in Exhibit "A" and all applicable USDOT and federal transit laws, regulations, and guidelines.
- 14.7. 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.)
- 14.8. 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.
- 14.9. 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.
- 14.10. Successors and Assigns.** This Agreement shall inure to the benefit of and be binding upon the Parties hereto and their respective successors and assigns.
- 14.11. 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.
- 14.12. 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.
- 14.13. 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.
- 14.14. 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.

14.15. Counterparts. City and Contractor agree that this Agreement may be executed in two or more counterparts, each of which shall be deemed an original.

14.16. 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.

15. Force Majeure.

15.1. Definition of Force Majeure. Neither Party shall be liable for any delay or failure to perform its obligations under this Agreement if such delay or failure is caused by events beyond the reasonable control of the affected Party, including, but not limited to:

- Acts of God (e.g., floods, earthquakes, hurricanes).
- Fires, explosions, or other natural disasters.
- War, terrorism, civil unrest, or acts of public enemies.
- Government orders or regulations, including embargoes or other trade restrictions.
- Epidemics, pandemics, or quarantine restrictions.
- Labor strikes, lockouts, or industrial disturbances (provided such actions are not caused by the affected Party).
- Power failures or interruptions in telecommunications or utilities that are not due to the fault of the affected Party.

These events shall collectively be referred to as "Force Majeure Events."

15.2. Notice of Force Majeure. In the event of a Force Majeure Event, the affected Party shall provide written notice to the other Party as soon as reasonably practicable, but in no event later than five (5) business days after the occurrence of the Force Majeure Event. Such notice shall include a description of the Force Majeure Event, the anticipated duration of the delay or failure, and the steps being taken to mitigate the effects of the Force Majeure Event.

15.3. Suspension of Performance. The obligations of the affected Party shall be suspended for the duration of the Force Majeure Event. The affected Party shall make reasonable efforts to mitigate the impact of the Force Majeure Event and resume performance of its obligations as soon as reasonably practicable.

15.4. Extended Force Majeure. If the Force Majeure Event continues for more than sixty (60) consecutive days, either Party may terminate this Agreement by providing written notice to the other Party. Upon such termination, the Contractor shall be entitled to payment for services satisfactorily performed and expenses incurred up to the effective date of the Force Majeure Event, in accordance with the provisions of this Agreement.

15.5. Exclusions from Force Majeure. Force Majeure shall not include:

- The financial inability of either Party to perform its obligations under this Agreement.
- Changes in market conditions, including increases in costs or unavailability of labor, materials, or equipment, except when such unavailability is caused by a Force Majeure Event.
- Delays caused by the negligence or willful misconduct of the affected Party.

15.6. Non-Waiver. The failure of either Party to provide timely notice of a Force Majeure Event shall not constitute a waiver of the affected Party's right to claim force majeure, except to the extent that such failure materially prejudices the other Party.

16. Incorporation of FTA Terms. The preceding provisions include in part certain Standard Terms and Conditions required by the U.S. Department of Transportation (DOT) Federal Transit Administration (FTA), whether or not expressly set forth in this Agreement. All contractual provisions required by FTA are hereby incorporated by reference, and any conflicts between FTA requirements and other contract provisions shall be resolved in favor of FTA requirements. Contractor shall not perform any act or fail to perform any act that would cause the City to be in violation of FTA requirements.

17. 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.

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

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

Bright House Energy Construction, Inc.
312 E. Grand Avenue
Porterville, CA 93257

By: Greg Meister, Mayor

By: Michael Clower, President

Date: _____

Date: _____

Signature: _____

Signature: _____

Attest:

Fernando Gabriel-Moraga
Chief Deputy City Clerk

Approved as to form:

, City Attorney

Exhibits:

- A. FTA Terms & Conditions
- B. RFP No. 25/26-SR1984
- C. Contractor Proposal
- D. Compensation

Exhibit A
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 an 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-lading 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 District 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 District of Columbia or a territory, to such District 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 funds 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.



**CITY OF PORTERVILLE
REQUEST FOR PROPOSAL RFP No. 25/26-SR1984
SOLAR OPERATIONS & MAINTENANCE SERVICES**



January 29, 2026

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. 25/26-SR1984
SOLAR OPERATIONS & MAINTENANCE SERVICES**

PROPOSALS will be received by the Transportation Department, submitted through the Public Purchase website, until 2:00 P.M. on Thursday, February 26, 2026, for the Contract to provide a turnkey operations and maintenance solar support services. **Proposals must be submitted through the Public Purchase website.**

A mandatory site visit is NOT REQUIRED in order to be familiar with the site and the work to be performed. To examine the site, please contact the Director of Transportation, Russell Isom at (559) 782-7514 or risom@ci.porterville.ca.us.

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:

January 29, 2026

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Section I - Instructions

RFP/Agreement Schedule

Event	Date of Event
RFP Available to the public	January 29, 2026
Required Site Tour	N/A
Deadline to submit questions	February 19, 2026
Proposal submittal deadline @ 2:00 pm PST	February 26, 2026
Short list established and vendors notified	March 1, 2026
Interviews/Presentation with short-listed vendors (if required)	N/A
Award of Contract @ City Council Meeting	March 17, 2026
Contract Begins	April 1, 2026

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. The County of Tulare contracts with the City of Porterville to provide transit service to unincorporated areas surrounding Porterville. The County reimburses the City for service provided to County residents using Local Transportation Funds (LTF).

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

Preparation of Offer

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

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

Exceptions

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

Communications to City

All questions pertaining to this RFP, or any matters relating thereto the Scope of Work, or any questions pertaining to the RFP or RFP documents, shall be in writing and shall be submitted only through the Public Purchase website. Communications sent to any other person at the City or at any other address may, in the City's sole discretion, be deemed to be "non-responsive" and the

City in its discretion may elect to disregard any such questions. The City shall not respond to oral inquiries, and oral statements of any nature by the City or any of its representatives may not be relied upon for any purpose whatsoever.

Addenda

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

Business in California

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

Licenses

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

Certification

By signing the Proposal, proposer certifies:

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

Minimum Qualifications

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

Certificates of Insurance

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

Award of Contract

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

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

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

Solicitation Transparency Policy

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

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

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

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

This policy is intended to create a level playing field for all Proposers, assure that contracts are awarded in public, and protect the integrity of the selection process. PROPOSERS THAT

VIOLATE THIS POLICY SHALL BE DISQUALIFIED. After official Notice is received by the City for disqualification, the Proposer may follow the Protest process, unless the Solicitation is cancelled without notice of intent to re-issue.

“To discuss” means any contact by the Proposer, regardless of whether the City responds to the contact. Proposers that violate this policy will be disqualified until the resulting contract(s) are awarded, or all proposals or responses are rejected and the solicitation is cancelled without any announcement by the Procurement Officer of the City’s intent to reissue the same or a similar solicitation. The City interprets the policy as continuing through a cancellation of a solicitation until Council award of the contract, as long as the City cancels with a statement that the City will rebid the solicitation.

Protest Process

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

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

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

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

Public Record

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

Right to Disqualify

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

Late Proposals

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

Pre-Bid Meeting

A mandatory site visit is NOT REQUIRED in order to be familiar with the site and the work to be performed. To examine the site, please contact the Director of Transportation, Russell Isom at (559) 782-7514 or risom@ci.porterville.ca.us.

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.**

Introduction

The City of Porterville is soliciting proposals from qualified firms to provide a turnkey operations and maintenance solar support services for its two solar facilities.

Background

The City of Porterville has two facilities with solar systems. One system is at the Porterville Transit Center, located at 61 W. Oak Ave, Porterville, CA 93257. The second and third systems are at the City Corporation Yard, located at 555 N. Prospect St., Porterville, CA 93257. The City has lost its ability to monitor the systems and does not know if the systems are function correctly.

Purpose of RFP

1. Evaluate the existing solar facilities;
2. Develop a list and cost of equipment in need of repairs; and
3. Turnkey Operations and Maintenance Solar Support Services, including but not limited to:
 - a. PV Panel Cleaning
 - b. 24 x 7 remote monitoring
 - c. Performance monitoring & reporting
 - d. Troubleshooting, repair & call out services
 - e. Vendor and Warranty management
 - f. Annual maintenance planning & scheduling
 - g. Firmware upgrades
 - h. De-commissioning & replacement

Contract Length

The City is open to five year contract lengths, and requests the associated financial proposals for those lengths.

Proposal Format

Proposals should be clear, concise, and provide detailed information concerning the Proposer's ability to successfully perform the obligations as described in the Scope of Work. All Proposals shall include the following documentation in the proposal package:

1. Cover Letter
 - a. Cover letter shall introduce the Proposer and establish interest in providing the scope of work that meet the requirements of the City.
 - b. An individual duly authorized to commit resources on behalf of the Proposer must sign the letter.
2. Experience Statement
 - a. Indicate how many years of experience Proposer has in performing work of a similar nature to that solicited in this RFP.
3. Project Staffing and Project Organization
 - a. Provide education, experience, and applicable professional credentials of project staff.
4. Work Plan
 - a. Proposer shall provide a detailed narrative addressing the Scope of Services requirements and demonstrating Proposer's understanding of the City's needs and requirements.
 - b. Throughout the narrative, Proposer will include references for each section of the Scope of Services that refers to the City's requirements.
5. Provide a list of at least three (3) references, current or past customers; including company name, address, contact name, phone number, current email address.
6. Provide a contract price proposal.
7. Complete and submit all required forms.

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 (\$15,000 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 sub agreements 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 (\$15,000 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 (\$15,000 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 Non-procurement 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 District 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 District of Columbia or a territory, to such District 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 (\$15,000 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 those federal funds 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 XXXXXXXXXX Project (Project); and
- B. On XXXXXXXX, the City issued a Request for Proposals (RFP) for the XXXXXXXXXX (Project). On XXXXXXXX, 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. _____-2026 approved by the Porterville City Council on January 20, 2026.

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:

Fernando Gabriel-Moraga
Chief Deputy City Clerk

Approved as to form:

Julia M. Lew, City Attorney

Exhibits:

- A. RFP No.XXX XXXXXXXXXXXXX
- B. Contractor Proposal
- C. Compensation



Bright House Energy Construction, Inc.
312 E. Grand Ave
Porterville, CA 93257

February 20, 2026

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

Dear Transportation Department Representatives,

On behalf of Bright House Energy Construction, Inc., I am pleased to formally introduce our company and express our interest in providing services that meet the scope of work requirements for the City of Porterville Transportation Department.

We would welcome the opportunity to discuss how our experience, qualifications, and local presence can support the Transportation Department's current and future projects. Thank you for your time and consideration.

Sincerely,

A handwritten signature in black ink, appearing to read "Michael Clower".

Michael Clower

President

Bright House Energy Construction, Inc.



Bright House Energy Construction, Inc.
312 E. Grand Ave
Porterville, CA 93257

February 20, 2026

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

Dear Transportation Department Representatives,

Experience Statement:

As a local General Contractor, our company has focused primarily on commercial and residential solar solutions since 2017. From our inception, we have actively maintained and repaired solar systems throughout the valley, building a strong reputation for quality workmanship, reliability, and responsive service.

Project Staffing and Project Organization:

I serve as President of Bright House Energy Construction, Inc. and have been a licensed General Contractor in the State of California since 2012. Additionally, I bring 15 years of experience in Facilities Management, where I implemented preventive maintenance programs and directed projects and teams in both industrial and commercial environments.

Our General Manager and Project Manager, Casey Filippi, offers over 28 years of electrical experience and more than 22 years of hands-on solar installation and project management expertise. Our team of installers and technicians hold certifications from leading manufacturers, including Enphase Energy, Tesla, SolarEdge, and SMA Solar Technology. These certifications reflect our continued commitment to industry standards, safety, and system performance.

Sincerely,



Michael Clower

President

Bright House Energy Construction, Inc.



Bright House Energy Construction, Inc.
312 E. Grand Ave
Porterville, CA 93257

February 20, 2026

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

Dear Transportation Department Representatives,

Work Plan

Understanding of the City's Needs and Requirements

Bright House Energy Construction, Inc. understands that the City's primary objective is to restore, stabilize, and optimize the performance of its existing solar assets while establishing a clear, reliable path for long-term monitoring, maintenance, and fiscal accountability. The City requires a contractor who can thoroughly assess underperforming systems, correct deficiencies, implement dependable monitoring solutions, and provide transparent reporting to ensure sustained operational efficiency over the term of the agreement.

Our understanding is grounded not only in the current RFP requirements but also in prior direct experience assisting the City. In the past, City staff called upon Bright House to work alongside and assist the original contractor on a municipal solar project that was experiencing performance issues. At that time, there were significant inconsistencies in system installation, mapping, and monitoring platforms across multiple arrays. Monitoring data was unreliable, and system functionality could not be confidently verified.

Working directly under the General Contractor, Bright House successfully diagnosed and resolved the technical and configuration issues. We restored system functionality, discovered monitoring discrepancies, and brought the arrays back online. This prior engagement

demonstrates our familiarity with municipal solar infrastructure, the City's operational expectations, and the importance of accurate monitoring and reporting.

Proposed Approach

1. Comprehensive Site Investigation

With the City's current dilemma, Bright House proposes to begin by dedicating ample time to thoroughly investigate conditions at each site. We recognize that accurate diagnosis must precede corrective action.

Each site will be evaluated to determine:

- Current operational status
- Monitoring functionality and data integrity
- Equipment condition and visible defects
- Production levels compared to rated capacity
- Safety and code compliance considerations

Functional, real-time monitoring at each site is critical. Without accurate monitoring, production shortfalls cannot be properly diagnosed. Our first priority will therefore be to ensure that each site has a fully operational monitoring system capable of delivering consistent and reliable performance data.

2. Initial Cleaning and Baseline Establishment

Bright House proposes to perform a comprehensive cleaning of all solar arrays at every site as an initial corrective measure. Soiling and debris accumulation can significantly reduce production. Cleaning will allow the systems to perform closer to their rated capacities and will establish a more accurate production baseline for diagnostic purposes.

By measuring production before and after cleaning, we can quantify the performance impact and better isolate mechanical, electrical, or firmware-related issues from environmental factors.

3. Transit Station Site – Monitoring Restoration

At the Transit Station site, Bright House proposes installing cellular communication kits to restore or establish remote monitoring access. This will provide real-time data visibility and allow our team to:

- Verify inverter performance
- Identify string-level issues
- Detect failed modules or communication faults
- Assess firmware compatibility and update requirements

Once monitoring is restored, we will analyze system data to determine whether malfunctions stem from failed equipment, configuration errors, firmware discrepancies, or other underlying issues.

Additionally, we will research all applicable equipment warranties and facilitate warranty claims when eligible, acting on behalf of the City to minimize replacement costs wherever possible.

4. City Corporation Yard – Systems Two and Three

At the City Corporation Yard, where the second and third systems are located, we propose the same structured process:

- Full array cleaning
- Monitoring verification or restoration
- Diagnostic performance review
- Identification of malfunctioning components
- Warranty evaluation and coordination

This consistent methodology across all sites ensures standardized assessment and equitable performance comparisons.

5. Reporting and Restoration Plan

Once all site evaluations are completed with certainty, Bright House will generate a comprehensive written report detailing:

- System-by-system findings
- Identified deficiencies
- Required repairs or replacements
- Warranty status and claim opportunities
- Estimated costs and recommended prioritization

From this report, we will develop a structured plan to return each system to full operational capacity wherever feasible.

Once systems are functioning at their maximum potential, we will work with the City to determine whether any system components should be decommissioned and replaced entirely or whether targeted repairs represent a more cost-effective and sustainable option.

Ongoing Monitoring and Reporting

Bright House proposes to monitor each site using trusted manufacturer monitoring platforms, supplemented by weekly internal reviews conducted by our office personnel.

We will provide the City's designated representatives with a monthly performance report for all sites, including:

- Total production
- System uptime
- Performance ratios
- Notable anomalies
- Corrective actions taken

This structured reporting will ensure transparency, accountability, and long-term performance visibility.

Annual Maintenance Plan

For annual maintenance, Bright House proposes:

- Two (2) comprehensive cleanings per year at each site
- Performance measurement before and after each cleaning
- Documentation of production differentials
- Financial impact analysis of cleaning activities

This data-driven approach allows the City to clearly understand the return on investment associated with routine maintenance and ensures the systems continue to operate efficiently.

Long-Term Commitment

Bright House Energy Construction, Inc. is prepared to enter into a five-year contract as requested in the RFP. Our long-term objective is to provide stability, technical expertise, proactive monitoring, and consistent reporting so that the City's solar assets deliver maximum operational and financial benefit.

Please refer to the accompanying Financial Proposal for detailed pricing information.

Sincerely,



Michael Clower

President

Bright House Energy Construction, Inc.



References for Bright House Energy Construction, Inc.

1. Wallace and Smith General Contractors

Address: 3325 Landco Drive, Bakersfield, CA 93308
Contact: Mike Smith
Phone: 661-327-1436
Email: mhunter@wallacesmith.com

2. Self-Help Enterprises

Address: 8445 W. Elowin Ct, Visalia, CA 93291
Contact: Matt Fults
Phone: 559-936-2263
Email: mattf@selfhelpenterprises.org

3. Centerline Design and Engineering

Address: 484 N. Prospect St #B, Porterville, CA 93257
Contact: Logan Couch, PE
Phone: 559-789-9999
Email: logan@centerlinegroup.net

Solar Canopy & Transit Center – Unified Proposal Cost Sheet

Category	Location / System	Description	Year 1 Cost	Annual Cost Years 2–5
Site Survey	All Locations	One Time Site Survey of All Locations	\$6,000.00	\$0.00
Cleaning	Older Canopies (4) Corp Yard	First & Second Clean	\$23,400.00	\$15,600.00
Cleaning	New Canopies (2) Corp Yard	First & Second Clean	\$8,400.00	\$5,600.00
Cleaning	Transit Center	First & Second Clean	\$4,800.00	\$3,200.00
Hardware Upgrade	Older Canopies (4) Corp Yard	***See Notes		\$0.00
Hardware Upgrade	New Canopies (2) Corp Yard	5-Year Cell Kits installed and commissioned	\$3,600.00	\$0.00
Hardware Upgrade	Transit Center	5-Year Cell Kits installed and commissioned	\$1,800.00	\$0.00
Monitoring	Older Canopies (4) Corp Yard	***See Notes		
Monitoring	New Canopies (2) Corp Yard	Annual Monitoring	\$550.00	\$550.00
Monitoring	Transit Center	Annual Monitoring	\$550.00	\$550.00
Reporting	Older Canopies (4) Corp Yard	***See Notes		
Reporting	New Canopies (2) Corp Yard	Monthly Reports to City of Porterville Designee	\$550.00	\$550.00
Reporting	Transit Center	Monthly Reports to City of Porterville Designee	\$550.00	\$550.00
Cleaning	All Canopies	Annual Cleaning		
TOTALS			\$44,200.00	\$26,600.00

*** Notes

The existing 4 older canopies/systems were estimated to be functioning at 50-60% a couple of years ago. Bright House Energy Construction, Inc. advises a thorough evaluation of those systems and potentially upgrading to Solar Edge Inverters with Optimizers. It would also be advised at that time to remove each array and clean all of the pigeon carcasses, feces, and nests that are under each solar array, followed with bird proofing. Should the City of Porterville decide to upgrade, the cost of annual monitoring and reporting would be included with the New Canopies (2) Corp Yard, as the systems can be done simultaneously.

The first year 1 cleaning costs reflect double the labor hours due to years of not properly cleaning.

Bright House Energy Construction, Inc. rate for service is \$200.00 per hour.

Exhibit A – Required Forms

Form A

ADDENDUM RECEIPT

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

Addendum # <u>1</u>	Signature <u>[Signature]</u>
Addendum # <u>2</u>	Signature <u>[Signature]</u>
Addendum # _____	Signature _____
Addendum # _____	Signature _____
Addendum # _____	Signature _____

Company: BRIGHT HOUSE ENERGY CONSTRUCTION, INC.

Name: Michael Clower

Title: PRESIDENT

Signature: [Signature]

Date: 02-20-2020 ADDENDUM 1 02-23-2020 ADDENDUM 2

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: BRIGHT HOUSE ENERGY CONSTRUCTION, INC.

Name: M. J. CHOWDER

Title: PRESIDENT

Signature: [Signature]

Date: 02-20-2020

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: BRIGHT HOUSE ENERGY CONSTRUCTION, INC.

Name: Michael Clower

Title: PRESIDENT

Signature: [Signature]

Date: 02-20-2026

Form D

NON-COLLUSION AFFIDAVIT FOR PROPOSER

STATE OF CALIFORNIA

COUNTY OF Tulare

a Member Owner declares and says:

1. That he/she is the (owner, partner, representative, or agent) of BRIGHT HOUSE ENERGY CONSTRUCTION, INC. 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: BRIGHT HOUSE ENERGY CONSTRUCTION, INC.

Name: MICHAEL CLOVER

Title: PRESIDENT

Signature: [Signature]

Date: 02-20-2020

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: BRIGHT HOUSE ENERGY CONSTRUCTION, INC

Name: MICHAEL CLOVER

Title: PRESIDENT

Signature: [Handwritten Signature]

Date: 02-20-2020

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: BRIGHT HOUSE ENERGY CONSTRUCTION, INC.

Name: MICHAEL CLOVER

Title: PRESIDENT

Signature: 

Date: 02-20-2020

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: BRIGHT HOUSE ENERGY CONSTRUCTION, Inc.

Name: MICHAEL CLOVER

Title: PRESIDENT

Signature: [Handwritten Signature]

Date: 02-20-2020

Solar Canopy & Transit Center – Unified Proposal Cost Sheet

Category	Location / System	Description	Year 1 Cost	Annual Cost Years 2–5
Site Survey	All Locations	One Time Site Survey of All Locations	\$6,000.00	\$0.00
Cleaning	Older Canopies (4) Corp Yard	First & Second Clean	\$23,400.00	\$15,600.00
Cleaning	New Canopies (2) Corp Yard	First & Second Clean	\$8,400.00	\$5,600.00
Cleaning	Transit Center	First & Second Clean	\$4,800.00	\$3,200.00
Hardware Upgrade	Older Canopies (4) Corp Yard	***See Notes		\$0.00
Hardware Upgrade	New Canopies (2) Corp Yard	5-Year Cell Kits installed and commissioned	\$3,600.00	\$0.00
Hardware Upgrade	Transit Center	5-Year Cell Kits installed and commissioned	\$1,800.00	\$0.00
Monitoring	Older Canopies (4) Corp Yard	***See Notes		
Monitoring	New Canopies (2) Corp Yard	Annual Monitoring	\$550.00	\$550.00
Monitoring	Transit Center	Annual Monitoring	\$550.00	\$550.00
Reporting	Older Canopies (4) Corp Yard	***See Notes		
Reporting	New Canopies (2) Corp Yard	Monthly Reports to City of Porterville Designee	\$550.00	\$550.00
Reporting	Transit Center	Monthly Reports to City of Porterville Designee	\$550.00	\$550.00
Cleaning	All Canopies	Annual Cleaning		
TOTALS			\$44,200.00	\$26,600.00

*** Notes

The existing 4 older canopies/systems were estimated to be functioning at 50-60% a couple of years ago. Bright House Energy Construction, Inc. advises a thorough evaluation of those systems and potentially upgrading to Solar Edge Inverters with Optimizers. It would also be advised at that time to remove each array and clean all of the pigeon carcasses, feces, and nests that are under each solar array, followed with bird proofing. Should the City of Porterville decide to upgrade, the cost of annual monitoring and reporting would be included with the New Canopies (2) Corp Yard, as the systems can be done simultaneously.

The first year 1 cleaning costs reflect double the labor hours due to years of not properly cleaning.

Bright House Energy Construction, Inc. rate for service is \$200.00 per hour.



CITY COUNCIL AGENDA – APRIL 7, 2026

SUBJECT: Authorization to Extend Agreement for Contract Planning Services

SOURCE: City Manager's Office

COMMENT: The Community Development Department's Planning Division is responsible for developing long-range planning policies and reviewing development applications for consistency with the City of Porterville Development Ordinance. Over the past several years, the City has experienced difficulty recruiting and retaining an in-house City Planner, a challenge that many public agencies throughout the State are currently facing.

As a result of these recruitment challenges, the City has relied on contract planning services to supplement internal staff capacity and ensure continuity of planning services to the community.

In July 2024, the City Council authorized staff to distribute a Request for Proposals (RFP) for contract planning services to assist the Planning Division with processing entitlements, preparing staff reports, reviewing environmental documents, and supporting development review activities. Following that process, the City entered into an agreement with Provost & Pritchard Consulting Group to provide contract planning services to assist the Planning Division.

These services have been essential in ensuring the timely review of development applications, preparation of staff reports and resolutions, participation in Project Review Committee meetings, and support for long-range planning activities.

It was recently brought to the staff's attention that the current agreement for contract planning services expired in November 2025. Although services have continued uninterrupted, staff are seeking City Council authorization to extend the agreement with Provost & Pritchard Consulting Group through December 31, 2026.

Staff intends to utilize this extension period to first conduct a recruitment effort for an in-house City Planner. Establishing an internal planning position remains the City's preferred long-term approach to providing planning services

and supporting the Community Development Department.

If recruitment efforts are unsuccessful, staff will proceed with a competitive procurement process for contract planning services to determine whether the City should continue utilizing Provost & Pritchard Consulting Group or select a new firm to provide these services.

Extending the agreement on an interim basis will ensure that planning services remain available to the community while the City evaluates long-term staffing and service delivery options. Without this extension, ongoing planning activities such as entitlement review, environmental compliance, development application processing, and staff report preparation could be delayed.

The continuation of contract planning services will ensure that projects currently under review can continue moving forward without disruption while the City pursues recruitment and evaluates future service delivery options.

RECOMMENDATION: That the City Council:

1. Authorize the extension of the agreement with Provost & Pritchard Consulting Group for contract planning services through December 31, 2026, to ensure continuity of planning services while staff conducts recruitment for an in-house City Planner;
2. Authorize staff to conduct a competitive procurement process for contract planning services if recruitment for an in-house City Planner is unsuccessful; and
3. Authorize the Mayor to execute any necessary amendments to the agreement, pending review and approval by the City Attorney.

ATTACHMENTS: 1. Draft Agreement NEW

 2. Exhibit A - Scope of Services NEW

 3. Exhibit A - Fee Schedule

Appropriated/Funded:

Review By:

Department Director:
Richard Tree, City Manager

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

**CITY OF PORTERVILLE
AGREEMENT FOR SERVICES**

THIS AGREEMENT, made and entered into this 1st day of November, 2025, between the City of Porterville, a municipal corporation, hereinafter referred to as "City" and Provost and Pritchard, hereinafter referred to as "Consultant". In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

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

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

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

9. TERMINATION OF AGREEMENT. This Agreement will commence on November 1, 2025 and shall terminate on December 31, 2026, unless otherwise extended by written agreement of the parties. This Agreement may be terminated with or without cause by either party upon ten (10) days written notice. In the event of such termination, Consultant shall be compensated for non-disputed fees under the terms of this Agreement up to the date of termination.
10. COOPERATION BY CITY. All public information, data, reports, records, and maps as are existing and available to City as public records, and which are necessary for carrying out the work as outlined in the Scope of Services, shall be furnished to Consultant in every reasonable way to facilitate, without undue delay, the work to be performed under this Agreement.
11. OWNERSHIP OF DOCUMENTS. Upon satisfactory completion of, or in the event of termination, suspension or abandonment of, this Agreement, all original maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents prepared in the course of providing the services to be performed pursuant to this Agreement shall become the sole property of City. With respect to computer files, Consultant shall make available to the City, upon reasonable written request by the City, the necessary computer software and hardware for purposes of accessing, compiling, transferring and printing computer files.
12. RELEASE OF INFORMATION. All information gained by Consultant in performance of this Agreement shall be considered confidential and shall not be released by Consultant without City's prior written authorization excepting that information which is a public record and subject to disclosure pursuant to the California Public Records Act. Consultant, its officers, employees, agents or subcontractors, shall not without written authorization from the City Manager or unless requested by the City Attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement or relating to any project or property located within the City. Response to a subpoena or court order shall not be considered "voluntary" provided Consultant gives City notice of such court order or subpoena.

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

Consultant shall promptly notify City should Consultant, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed hereunder or with respect to any project or property located within the City. City retains the right, but has no obligation, to represent Consultant and/or be present at

any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Consultant. However, City's right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

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

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

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

If pursuant to this agreement, CONSULTANT is providing design professional services, the above paragraph and any provisions, clauses, covenants, and agreements contained in, collateral to, or affecting this agreement, that purports to indemnify, including the duty and the cost to defend, the indemnitee by a design professional against liability for claims

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

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

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

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

- A. Any contract for design professional services, or amendments thereto, where a project-specific general liability policy insures all project participants for general liability exposures on a primary basis and also covers all design professionals for their legal liability arising out of their professional services on a primary basis.
- B. A design professional who is a party to a written design-build joint venture agreement.

16. INSURANCE. The Consultant agrees to maintain in force at all times the following insurance with a current A.M. Best's rating of no less than A:VII:
- A. Worker's Compensation insurance covering employees of the Consultant in such amounts as required by law.
 - B. Commercial General Liability insurance in the amount of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in aggregate, naming the City as an additional insured.
 - C. Professional liability insurance in an amount of Two Million Dollars (\$2,000,000) per occurrence and Four Million Dollars (\$4,000,000) in aggregate.
 - D. Errors and Omissions liability insurance in the amount of Two Million Dollars (\$2,000,000) per occurrence.
 - E. Automobile liability insurance in the amount of One Million Dollars (\$1,000,000) per accident for bodily injury and property damage.
 - F. Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either: the Consultant shall reduce or eliminate such deductible or self-insured retentions as respects the City, its officials, employees and volunteers; or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
 - G. The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:
 - 1. The City, its officers, officials, and employees to be covered as insureds as respects: liability arising out of activities performed by or on behalf of the Consultant; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; or automobiles owned, leased, hired or borrowed by the Consultant.
 - 2. For any claims related to this project, the Consultant's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the Consultant, its officers, officials, employees or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.
 - 3. The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
 - 4. Each insurance policy required by this clause shall be endorsed to state that

coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after (30) days prior written notice by Certified Mail, Return Receipt Requested, has been given to the City.

- H. Consultant shall furnish the City Clerk annually with original endorsements affecting coverage required by this clause. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The endorsements are to be on forms provided by the City. All endorsements are to be received and approved by the City before work commences. As an alternative to the City forms, the Consultant's insurer may provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications in the form of a Certificate of Insurance.
17. NON-DISCRIMINATION CLAUSE. Consultant shall not discriminate, in any way, against any person on the basis of race, religious creed, color, national origin, ancestry, sex, sexual orientation, age, physical handicap, medical condition, marital status, or any other classification protected by law in connection with or related to the performance of this Agreement and shall comply with the provisions of the State Fair Employment Practices Act as set forth in Part 4.5 of the Division 2 of the California Labor Code; the Federal Civil Rights Act of 1964, as set forth in Public Law 88- 352, and all amendments thereto; Executive Order No. 11246; and all administrative rules and regulations issued pursuant to such acts and order.
18. FEDERAL IMMIGRATION AND NATIONALITY ACT. To the extent required by all applicable laws, Consultant hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act. Should Consultant so employ unauthorized persons for the performance of work and/or services covered by this contract, and should the Federal Government impose sanctions against the City for such use of unauthorized persons, Consultant hereby agrees to, and shall, reimburse City for the cost of all such sanctions imposed, together with any and all costs, including attorneys' fees, incurred by the City in connection therewith.
19. ENTIRE AGREEMENT. This Agreement is the complete, final, entire, and exclusive expression of the Agreement between the parties hereto and supersedes any and all other agreements, either oral or in writing, between the parties with respect to the subject matter herein. Each party to this Agreement acknowledges that no representations by any party which are not embodied herein and that no other agreement, statement, or promise not contained in this Agreement shall be valid and binding.
20. NO PRESUMPTION RE: DRAFTER. The parties acknowledge and agree that the terms and provisions of this Agreement have been negotiated and discussed between the parties and their attorneys, and this Agreement reflects their mutual agreement regarding the same. Because of the nature of such negotiations and discussions, the parties agree that it would be inappropriate to deem any party to be the drafter of this Agreement, and

therefore no presumption for or against validity or as to any interpretation hereof, based upon the identity of the drafter shall be applicable in interpreting or enforcing this Agreement.

21. ASSISTANCE OF COUNSEL. Each party to this Agreement warrants to each other party, as follows:
 - A. That each party either had the assistance of counsel or had counsel available to it, in the negotiation for, and execution of, this Agreement, and all related documents; and
 - B. That each party has lawfully authorized the execution of this Agreement.
22. GOVERNING LAW. The City and Consultant understand and agree that the laws of the State of California shall govern the rights, obligations, duties and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement. This Agreement is entered into and is to be performed in Tulare County, California.
23. MODIFICATION OF AGREEMENT. The terms of this Agreement can only be modified in writing approved by the City Council and the Consultant. The parties agree that this requirement for written modifications cannot be waived and any attempted waiver shall be void.
24. AUTHORITY TO EXECUTE. The person or persons executing this Agreement on behalf of Consultant warrants and represents that they have the authority to execute this Agreement on behalf of his/her/their corporation and warrants and represents that he/she/they has/have the authority to bind Consultant to the performance of its obligations hereunder.
25. NOTICES. All notices required or permitted to be given pursuant to this Agreement shall be in writing and shall be personally delivered, or sent by facsimile and certified mail, postage prepaid and return receipt requested, on the party to be notified, addressed as follows:

To
Attention: Claudia Calderon
City of Porterville
291 N Main St.
Porterville, CA 93257

To
Attention: Sara Allinder, AICP
Provost and Pritchard
455 W. Fir Avenue
Clovis, CA 93611

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

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

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

City of Porterville

Provost and Pritchard

Greg Meister, Mayor

Sara Allinder, AICP

SCOPE OF SERVICES

Consultant will provide City with independent planning services similar to a fully functioning planning agency, supporting the duties of the Planning Department. Contract staff may need to work in-house, and/or coordinate remotely with City staff via email and phone calls to exchange information, with meetings or assignments. In general, the consultant will not exceed 30 hours per week. All work hours shall be reported to the Community Development Department in a form acceptable to the department. The Community Development Department has sought interest for Senior Level planner and has not received eligible candidate and as a result the Planning Division is short staffed for an undetermined period of time. We estimate a need for staff services to prepare staff reports, assist in project and permit review, document preparation and other planning tasks as needed.

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

The contract planning staff would work primarily with Community Development Director, Claudia Calderon, but may also be coordinating with other Community Development Department staff as well as staff from other departments. Interface with developers or the public may be needed on large projects and through the Project Review Committee meetings. It is expected that the City would need no more than 30 hours per week of assistance.

EXAMPLES OF SERVICES TO BE PROVIDED:

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

2026 STANDARD FEE SCHEDULE

The rates outlined herein are effective for the period January 1, 2026 through December 31, 2026. Such rates will be adjusted annually on January 1 of each subsequent year. Such adjustment shall be mutually agreed upon by the Client and Consultant and shall be reflective of then current market conditions.

STAFF TYPE	FEE RANGE
ENGINEERING	
Assistant Engineer	\$128.00 – \$156.00
Associate Engineer	\$149.00 – \$180.00
Senior Engineer	\$188.00 – \$225.00
Principal Engineer	\$235.00 – \$295.00
Associate Structural Engineer	\$148.00 – \$178.00
Senior Structural Engineer	\$187.00 – \$225.00
Principal Structural Engineer	\$235.00 – \$275.00
Assistant Electrical, I&C Engineer	\$134.00 – \$162.00
Associate Electrical, I&C Engineer	\$170.00 – \$200.00
Senior Electrical, I&C Engineer	\$210.00 – \$250.00
Principal Electrical, I&C Engineer	\$260.00 – \$300.00
SPECIALISTS	
Assistant Specialist	\$107.00 – \$127.00
Associate Specialist	\$133.00 – \$163.00
Senior Specialist	\$170.00 – \$208.00
Principal Specialist	\$218.00 – \$278.00
Assistant Biologist	\$108.00 – \$123.00
Associate Biologist	\$128.00 – \$155.00
Senior Biologist	\$162.00 – \$184.00
Principal Biologist	\$192.00 – \$232.00
Assistant Geologist/Hydrogeologist	\$117.00 – \$142.00
Associate Geologist/Hydrogeologist	\$148.00 – \$172.00
Senior Geologist/Hydrogeologist	\$182.00 – \$212.00
Principal Geologist/Hydrogeologist	\$222.00 – \$262.00
Principal Tunneling Consultant	\$258.00 – \$288.00
PLANNING	
Assistant Planner	\$110.00 – \$130.00
Associate Planner	\$137.00 – \$158.00
Senior Planner	\$165.00 – \$193.00
Principal Planner	\$201.00 – \$231.00

STAFF TYPE	FEE RANGE
TECHNICAL	
Assistant Technician	\$96.00 – \$113.00
Associate Technician	\$120.00 – \$144.00
Senior Technician	\$150.00 – \$178.00
CONSTRUCTION SERVICES	
Associate Construction Manager	\$146.00 – \$166.00
Senior Construction Manager	\$173.00 – \$197.00
Principal Construction Manager	\$207.00 – \$237.00
Construction Inspector ⁽¹⁾	\$183.00 – \$228.00
Construction Inspector OT ⁽¹⁾	\$233.00 – \$278.00
Construction Inspector Dbl OT ⁽¹⁾	\$260.00 – \$305.00
SUPPORT	
Administrative Assistant	\$86.00 – \$106.00
Project Administrator	\$100.00 – \$126.00
Senior Project Administrator	\$134.00 – \$216.00
Intern	\$76.00 – \$91.00
SURVEYING SERVICES	
Assistant Surveyor	\$122.00 – \$153.00
Licensed Surveyor	\$173.00 – \$213.00
1-Man Survey Crew	\$215.00
1-Man Survey Crew ⁽¹⁾	\$255.00
1-Man Survey Crew OT ⁽¹⁾	\$280.00
2-Man Survey Crew	\$335.00
2-Man Survey Crew ⁽¹⁾	\$360.00
2-Man Survey Crew OT ⁽¹⁾	\$380.00

(Field work not including survey equipment billed at individual standard rate plus vehicle as appropriate.)

(1) Prevailing wage rates shown for San Joaquin, Stanislaus, Merced, Madera, Fresno, Tulare, Kings, and Kern counties; other counties as quoted.

Additional Fees

Expert Witness/GIS Training:
As quoted.

Travel Time (for greater than one (1) hour from employee's base office):
\$95/hour (unless the individual's rate is less)

Project Costs

Mileage: IRS value + 15%

Outside Consultants: Cost + 15%

Direct Costs: Cost + 15%



CITY COUNCIL AGENDA – APRIL 7, 2026

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

SOURCE: Administrative Services

COMMENT: On December 19, 2023, the City Council amended the process for approving proclamations. Under this process, if more than two Council Members indicate interest in signing a requested proclamation, the item is placed on the consent calendar for Council consideration.

Porterville Church of the Nazarene has requested a proclamation recognizing Easter Holy Week in the City of Porterville. Council Member Rivas is sponsoring the request.

Because more than two Council Members expressed interest in signing the proclamation, this item is presented for Council consideration in accordance with the adopted policy.

If approved, the proclamation will be prepared with the appropriate number of Council Member signature blocks and affixed with the City Seal.

RECOMMENDATION: That the City Council approve the proclamation recognizing Easter Holy Week in the City of Porterville.

ATTACHMENTS: 1. Proclamation Request - Easter Holy Week - 2026

Appropriated/Funded:

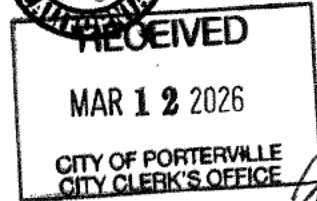
Review By:

Department Director:
Yuliana Andrade, Administrative Services Director

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



City of Porterville
REQUEST FOR PROCLAMATION



Date of Request: March 12, 2026

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

Name of Sponsoring Organization: Porterville Church of the Naz, Port Naz

Name of Contact Person: Mark Pitcher, Pastor

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

Phone: [REDACTED] Email: [REDACTED]

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

Date Needed: April 1, 2026 Date of Event: April 1, 2026

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: _____ Routed by: _____ Date: _____

Granted by Council Member: _____ Date: _____

Signatures: _____

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 7, 2026

SUBJECT: Request for Proclamation – Easter Holy Week – Porterville Church of God

SOURCE: Administrative Services

COMMENT: On December 19, 2023, the City Council amended the process for approving proclamations. Under this process, if more than two Council Members indicate interest in signing a requested proclamation, the item is placed on the consent calendar for Council consideration.

Porterville Church of God has requested a proclamation recognizing Easter Holy Week in the City of Porterville. Mayor Meister is sponsoring the request.

Because more than two Council Members expressed interest in signing the proclamation, this item is presented for Council consideration in accordance with the adopted policy.

If approved, the proclamation will be prepared with the appropriate number of Council Member signature blocks and affixed with the City Seal.

RECOMMENDATION: That the City Council approve the proclamation recognizing Easter Holy Week in the City of Porterville.

ATTACHMENTS: 1. Proclamation Request - Easter Holy Week - 2026

Appropriated/Funded:

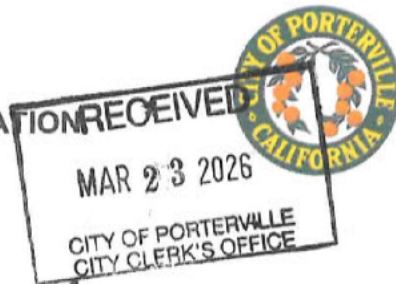
Review By:

Department Director:
Yuliana Andrade, Administrative Services Director

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



City of Porterville
REQUEST FOR PROCLAMATION



Date of Request: 3/23/26

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: (CHURCH) 940 JUBILEE LANE PORTERVILLE

Phone: [REDACTED] Email: portervilleccog@gmail.com

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

Date Needed: By 4/5/26 Date of Event: (SEE BELOW)

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: _____ Routed by: _____ Date: _____

Granted by Council Member: _____ Date: _____

Signatures: _____

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

Comments: _____

* I WOULD SAY AN EVENT BUT
LOOKS LIKE THERE IS NO COUNCIL
MTG. BEFORE EASTER.

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 7, 2026

SUBJECT: Request for Proclamation - Porterville Celebrates Reading

SOURCE: Administrative Services

COMMENT: On December 19, 2023, the City Council amended the process for approving proclamations. Under this process, if more than two Council Members indicate interest in signing a requested proclamation, the item is placed on the consent calendar for Council consideration.

The Optimist Club of Porterville has requested a proclamation recognizing and celebrating the 25th Anniversary of “Porterville Celebrates Reading” in the City of Porterville. Vice Mayor McKervey is sponsoring the request. This year marks the 25th anniversary of the event, which has become a longstanding community tradition promoting literacy and education.

Because more than two Council Members expressed interest in signing the proclamation, this item is presented for Council consideration in accordance with the adopted policy.

If approved, the proclamation will be prepared with the appropriate number of Council Member signature blocks and affixed with the City Seal.

RECOMMENDATION: That the City Council approve the proclamation recognizing and celebrating the 25th Anniversary of “Porterville Celebrates Reading” in the City of Porterville.

ATTACHMENTS: 1. Proclamation Request - Porterville Celebrates Reading - 2026

Appropriated/Funded:

Review By:

Department Director:
Yuliana Andrade, Administrative Services Director

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



City of Porterville
REQUEST FOR PROCLAMATION



Date of Request: February 12, 2026

Name of Event/Individual: Porterville Celebrates Reading
i.e. "Porterville Tourism Week", "Mr. John Dee"

Name of Sponsoring Organization: Optimist Club of Porterville

Name of Contact Person: Patience Christenson

Address: [REDACTED]

Phone: [REDACTED] Email: [REDACTED]

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

Date Needed: Before April 11 Date of Event: April 11, 2026

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:

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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: _____ Routed by: _____ Date: _____

Granted by Council Member: _____ Date: _____

Signatures: _____

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

Comments: _____

RECEIVED

FEB 17 2026

CITY OF PORTERVILLE
CITY CLERK'S OFFICE

WHEREAS: Porterville Celebrates Reading was established in the Spring of 2000 by Margaret Slattery, a Reading Resource Teacher with the Porterville Unified School District, to promote literacy and encourage a lifelong love of reading among children and families in the community; and

WHEREAS: research demonstrates that when children have access to books and their own libraries at home, reading proficiency and graduation rates improve, reinforcing the importance of community efforts that promote literacy; and

WHEREAS: the event was originally held at the Porterville Fairgrounds and brought together schools and community organizations to provide children with literacy activities, storytelling, and educational experiences connected to books and authors; and

WHEREAS: the original event was planned through the collaborative efforts of the Porterville Rotary Club, Porterville Unified School District, Burton Unified School District, and a committee of dedicated teachers who created an engaging experience where children visited booths, collected passport punches, and earned a new book to take home; and

WHEREAS: in 2013 the event moved to Veterans Park following the relocation of the Porterville Fairgrounds, and in 2016 the Optimist Club of Porterville proudly became the event's sponsor, continuing the community's strong commitment to literacy and education; and

WHEREAS: more than 120 volunteers support Porterville Celebrates Reading each year, making it possible for families throughout the community to participate in this beloved event; and

WHEREAS: this year marks the 25th anniversary of Porterville Celebrates Reading, commemorating a quarter century of inspiring young readers, strengthening families, and fostering a love of books within the City of Porterville; and

WHEREAS: the city recognizes Patience Christenson, the current organizer of Porterville Celebrates Reading, for her leadership, dedication, and commitment to continuing the tradition of this meaningful community event and sharing her passion for reading with the children and families of Porterville; and

WHEREAS: the city also proudly recognizes Eleanor Gamble, the 7th grade winner of the Porterville Celebrates Reading logo contest, whose creativity will help represent this special anniversary celebration;

NOW, THEREFORE, I, GREG MEISTER, Mayor of the City of Porterville, on behalf of the Porterville City Council, do hereby recognize and celebrate the 25th Anniversary of Porterville Celebrates Reading, and encourage all residents to attend the celebration on April 11 from 10:00 a.m. to 2:00 p.m. at Veterans Park, and to continue supporting literacy and educational opportunities for the youth of our community.

PROCLAIMED this 1st day of April, 2026.



CITY COUNCIL AGENDA – APRIL 7, 2026

SUBJECT: Request for Proclamation - National Pathway Day

SOURCE: Administrative Services

COMMENT: On December 19, 2023, the City Council amended the process for approving proclamations. Under this process, if more than two Council Members indicate interest in signing a requested proclamation, the item is placed on the consent calendar for Council consideration.

The Porterville Unified School District (PUSD) Pathways program has requested a proclamation declaring April 16, 2026, as “National Pathway Day” in the City of Porterville. Mayor Meister is sponsoring the request. Because more than two Council Members expressed interest in signing the proclamation, this item is presented for Council consideration in accordance with the adopted policy.

If approved, the proclamation will be prepared with the appropriate number of Council Member signature blocks and affixed with the City Seal.

RECOMMENDATION: That the City Council approve the proclamation declaring April 16, 2026, as “National Pathway Day” in the City of Porterville.

ATTACHMENTS: 1. Proclamation Request - National Pathway Day - 2026

Appropriated/Funded:

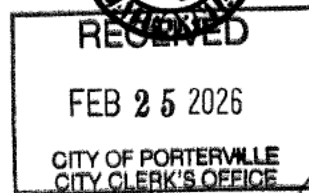
Review By:

Department Director:
Yuliana Andrade, Administrative Services Director

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



City of Porterville
REQUEST FOR PROCLAMATION



Date of Request: 02/20/2026

Name of Event/Individual: National Pathway Day
i.e. "Porterville Tourism Week", "Mr. John Doe"

Name of Sponsoring Organization: PUSD Pathways

Name of Contact Person: Erik Santos

Address: 600 W. Grand Ave, Porterville CA 93257

Phone: [REDACTED] Email: [REDACTED]

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

Date Needed: 04/19/2026 Date of Event: 04/19/2026

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: _____ Routed by: _____ Date: _____

Granted by Council Member: _____ Date: _____

Signatures: _____

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

Comments: _____

Request for Proclamation
City of Porterville

Erik Santos
Updated 02/25/2026

National Pathway Day Proclamation Request

WHEREAS: April 16 is recognized nationally as National Pathway Day in celebration of educational Pathways, also known as Academies, that integrate Career and Technical Education (CTE) with rigorous academic instruction to prepare students for both college and career; and

WHEREAS: Pathway programs in the Porterville Unified School District provide students with industry-themed coursework aligned to high-demand career sectors including business, healthcare, performing arts, engineering, education, computer science, and public service; and

WHEREAS: Through real-world projects, mentorship, internships, and Work-Based Learning experiences, Pathway students apply academic knowledge in professional settings and learn industry standards from qualified CTE teachers and local business partners; and

WHEREAS: Pathway students actively serve the Porterville community through internships and community service with local businesses, organizations, and public agencies, contributing meaningful support while developing valuable career skills; and

WHEREAS: Pathways are supported by the United States Department of Education as an effective strategy to ensure students graduate college- and career-ready and have equitable access to high-wage, high-skill employment opportunities; and

WHEREAS: According to NAF, a national education nonprofit organization, 89 percent of students who complete a Pathway program are college-bound, exceeding the national average, and a majority report feeling prepared to enter the workforce; and

WHEREAS: The Porterville Unified School District Pathways Department creates opportunities and transforms the lives of students through compassion, competence, confidence, and collaboration, strengthening both the educational system and the economic vitality of the City of Porterville;

NOW, THEREFORE, I, GREG MEISTER, Mayor of the City of Porterville, on behalf of the Porterville City Council, do hereby proclaim April 16 of each year as

“NATIONAL PATHWAY DAY”

in the City of Porterville, and urge all residents to recognize and celebrate the positive impact of Pathway programs in preparing students to serve, lead, and succeed in our community.

PROCLAIMED this ____ day of _____, 2026.

Original Text:

April 16 is National Pathway Day on the National Day Calendar in celebration of Pathways, also known as Academies. This celebrates the industry-themed Career and Technical Education (CTE) courses for high school and Community College students that use the industry to prepare them for both their career and college.

Career and education pathways are courses taken by students to prepare them for their career. Pathways give students the opportunity to learn industry standards from qualified CTE teachers and business partners through real-world learning projects and internships. Whether the occupation or field of study is business, healthcare, or natural resources, pathways are designed to meet the needs of the student as they prepare to prepare for their future.

Pathways are a major educational trend across the country and are supported by the U.S. Department of Education as a way to prepare students for college and ensure students have equitable access to high paying jobs in their future careers. According to NAF, a national education nonprofit, 89% of high school students who graduate from a Pathway program are college-bound, compared to the national average of 70%. In addition, 57% of Pathway seniors report they feel fully prepared to enter the workforce. Unsurprisingly, 64% of graduating Pathway students join the workforce.

Benefits of Pathway Programs

1. Students learn study skills, including research methods, effective writing, and time management.
2. Students learn to adapt to the education system as they transition into higher education, especially if they need to fill gaps between previous schools.
3. Students gain increased confidence in their abilities by gradually exposing them to higher education coursework.
4. Students are able to explore career paths and gain the necessary skills through career counseling and work-based learning experiences.
5. Students learn to adapt to campus life beyond high school by allowing them to experience college culture.
6. Students have the opportunity to explore subjects based on their interests before committing to a full degree of study.

Request for Proclamation
City of Porterville

Pathway programs set the foundation for students to identify their career goals by allowing them to participate in activities that can help determine their career path. Besides participation, a Pathway program also increases social skills to help students develop personal and work relationships.

The Porterville Unified School District (PUSD) Pathways Department creates opportunities and changes the lives of students through compassion, competence, confidence, and collaboration. Through family and community engagement, PUSD strives to ensure each student has meaningful experiences and grows and develops as individuals.



CITY COUNCIL AGENDA – APRIL 7, 2026

SUBJECT: Request for Proclamation - Arbor Day

SOURCE: Administrative Services

COMMENT: On December 19, 2023, the City Council amended the process for approving proclamations. Under this process, if more than two Council Members indicate interest in signing a requested proclamation, the item is placed on the consent calendar for Council consideration.

The City of Porterville Parks and Leisure Services Department has requested a proclamation declaring April 24, 2026, as “Arbor Day” in the City of Porterville. Mayor Meister is sponsoring the request. Because more than two Council Members expressed interest in signing the proclamation, this item is presented for Council consideration in accordance with the adopted policy.

If approved, the proclamation will be prepared with the appropriate number of Council Member signature blocks and affixed with the City Seal.

RECOMMENDATION: That the City Council approve the proclamation declaring April 24, 2026, as “Arbor Day” in the City of Porterville.

ATTACHMENTS: 1. Proclamation Request - Arbor Day - 2026

Appropriated/Funded:

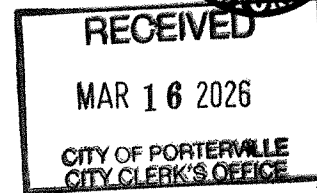
Review By:

Department Director:
Yuliana Andrade, Administrative Services Director

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



City of Porterville
REQUEST FOR PROCLAMATION



Date of Request: 3/16/26

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

Name of Sponsoring Organization: City of Porterville, Parks & Leisure Services

Name of Contact Person: Amy Graybehl

Address: 15 E. Thurman Ave., Ste A, Porterville, CA

Phone: 559-782-7521 Email: agraybehl@ci.porterville.ca.us

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

Date Needed: April 23, 2026 Date of Event: April 24, 2026

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: _____ Routed by: _____ Date: _____

Granted by Council Member: _____ Date: _____

Signatures: _____

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

Comments: _____

WHEREAS: In 1872, J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees. That day, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska; and

WHEREAS: Arbor Day is now observed throughout the nation and the world; and

WHEREAS: Trees in our cities and towns can reduce the erosion of our precious topsoil by wind and water, cut heating and cooling costs, moderate the temperature, clean the air, produce life-giving oxygen, and provide habitat for wildlife; and

WHEREAS: Trees are a renewable resource giving us paper, wood for our homes, fuel for our fires and countless other wood products. They increase property values, enhance the economic vitality of business areas, and beautify our community; and

WHEREAS: Trees, wherever they are planted, are a source of joy and spiritual renewal.

NOW, THEREFORE, I, GREG MEISTER, Mayor of the City of Porterville, on behalf of the Porterville City Council, do hereby proclaim April 24, 2026, as—

"ARBOR DAY"

in the City of Porterville, and urge all citizens to celebrate Arbor Day and to support efforts to protect our trees and woodlands and plant trees to gladden the heart and promote the well-being of this and future generations.

PROCLAIMED this 24th day of April, 2026.



CITY COUNCIL AGENDA – APRIL 7, 2026

SUBJECT: Approval of Community Civic Event - Experimental Aircraft Association "Porterville 5k/10k" Event

SOURCE: Finance

COMMENT: The Experimental Aircraft Association (EAA) has submitted a request for approval to hold the "Porterville 5K/10K Event" on Saturday, April 18, 2026, from 7:30 a.m. to 12:00 p.m., beginning and ending at the Porterville Military Academy (PMA).

Temporary street closures are requested along portions of West Pioneer, North Villa Street, West Westfield Avenue, and West Reid Avenue, as detailed in the attached route map. The event route and direction of travel are illustrated on the attached map.

The request has been submitted in accordance with the Community Civic Events Ordinance No. 1326, as amended, and has been reviewed by all required City departments. All applicable requirements and conditions are outlined in the Application and Agreement, including Exhibit A and Exhibit B.

The event provides a community-oriented opportunity for residents to participate in a recreational activity while supporting fundraising efforts for the Experimental Aircraft Association and the Porterville Military Academy Athletic Department.

RECOMMENDATION: That the City Council approve the Community Civic Event application submitted by the Experimental Aircraft Association for the "Porterville 5K/10K Event" on April 18, 2026, at the Porterville Military Academy, subject to the restrictions and requirements contained in the Application and Agreement, Exhibit A and Exhibit B.

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

Appropriated/Funded:

Review By:

Department Director:
Janie Rodriguez, Finance Director

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

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: CZIEG5504@PORTERVILLESCHOOLS.ORG

Website: RUNSIGNUP.COM/PORTERVILLE5K10K

Application date: _____ Event date: 4/18/2026

Event time: 7:30 AM - 12:00 PM

Name of Event: PORTERVILLE 5K/10K

Sponsoring organization: EXPERIMENTAL AIRCRAFT ASSOCIATION (EAA) Phone # _____
Address: _____

Authorized representative: FRED DOHNKE Phone # 916-201-0209
Address: 1893 S Newcomb St. Porterville, CA 93257

Event chairperson: _____ Phone # _____

Location of event: PORTERVILLE MILITARY ACADEMY (START + FINISH)
Location map must be attached

Description of event: ANNUAL 5K/10K EVENT STARTING + FINISHING AT PORTERVILLE MILITARY ACADEMY

Purpose of event: FUNDRAISER

Non-profit organization status: 501(C)(3)
(IRS Determination)

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

Barricades (quantity): NA 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 ☐

PURCHASING

MAR 25 2026

RECEIVED

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/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)*

CZ 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.

CZ 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.

CZ 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.

CZ Authorized Representative Initials

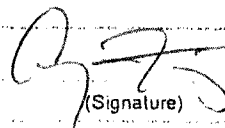
Toilet rental service: Applicant shall have care, custody and control of the equipment and shall bear responsibility and liability for all loss and damage to the equipment and for its contents while at the City's location. Applicant shall not overload, move or alter the equipment and shall use the equipment 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.

CZ 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.

Casey Fiez

(Name of Organization)



(Signature)

9/24/2025

(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: PORTERVILLE, CA (PORTERVILLE MURRAY ACADEMY) Event date: 4/18/2026 Event time: 7:30 AM - 12:00 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 ACTIV TO BE HELD ON PUBLIC PROPERTY

Name of event: PORTERVILLE 5K/10K TRAIL RUN

Sponsoring organization: EXPERIMENTAL AIRCRAFT ASSOCIATION (EAA)

Event date: 4/18/2020 Hours: 7:30am-12:00 PM

ATTACH MAP MARKING AREAS TO BE CLOSED OR USED:

Street Name	Closed		Activity
	From which Street	To which Street	
#1 N OHIO ST.	W. PIONEER AVE		CLOSED ONLY WHEN RUNNERS ARE CROSSI
#2 N. COTTAGE PL	W. PIONEER AVE		"
#3 W. LA VIDA AVE	N. VILLA ST.		"
#4 N. HOWLAND ST	W. WESTFIELD AVE		"
#5 N. MAIN ST	W. WESTFIELD AVE		"
#6 N. SCENIC DR.	W. RED AVE.		"

Sidewalks	From which sidewalk		Activity
	From which sidewalk	To which sidewalk	
N/A			

Parking lots and spaces	Location		Activity
	Location		
N/A			

Requirements for Community Civic Event
Experimental Aircraft Association
Porterville 5k/10k
April 18, 2026

Fire Marshal: <i>C. Dignam</i>	No comments.
Parks & Leisure Service Asst. Director: <i>A. Graybehl</i>	No comments.
Police Captain: <i>M. Azevedo</i>	Please see Exhibit B.
Administrative Service Director: <i>Y. Andrade</i>	The certificate of liability and endorsement page are sufficient for the proposed event.
Field Services Superintendent-Refuse: <i>B. Spry</i>	No comments.
Field Services Superintendent-Streets: <i>J. Baeza</i>	No comments.

Requirements for Community Civic Event

Sponsor: Experimental Aircraft Association
Event: Porterville 5k/10k
Event Chairman: Casey Zieg
Location: Porterville Military Academy
Date of Event: April 18, 2026 (7:30 a.m. – 12:00 p.m.)

RISK MANAGEMENT: Conditions of Approval

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

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

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

PORTERVILLE POLICE DEPARTMENT

Conditions/Requirements for Special Event

Experimental Aircraft Association 5K / 10K Trail Run

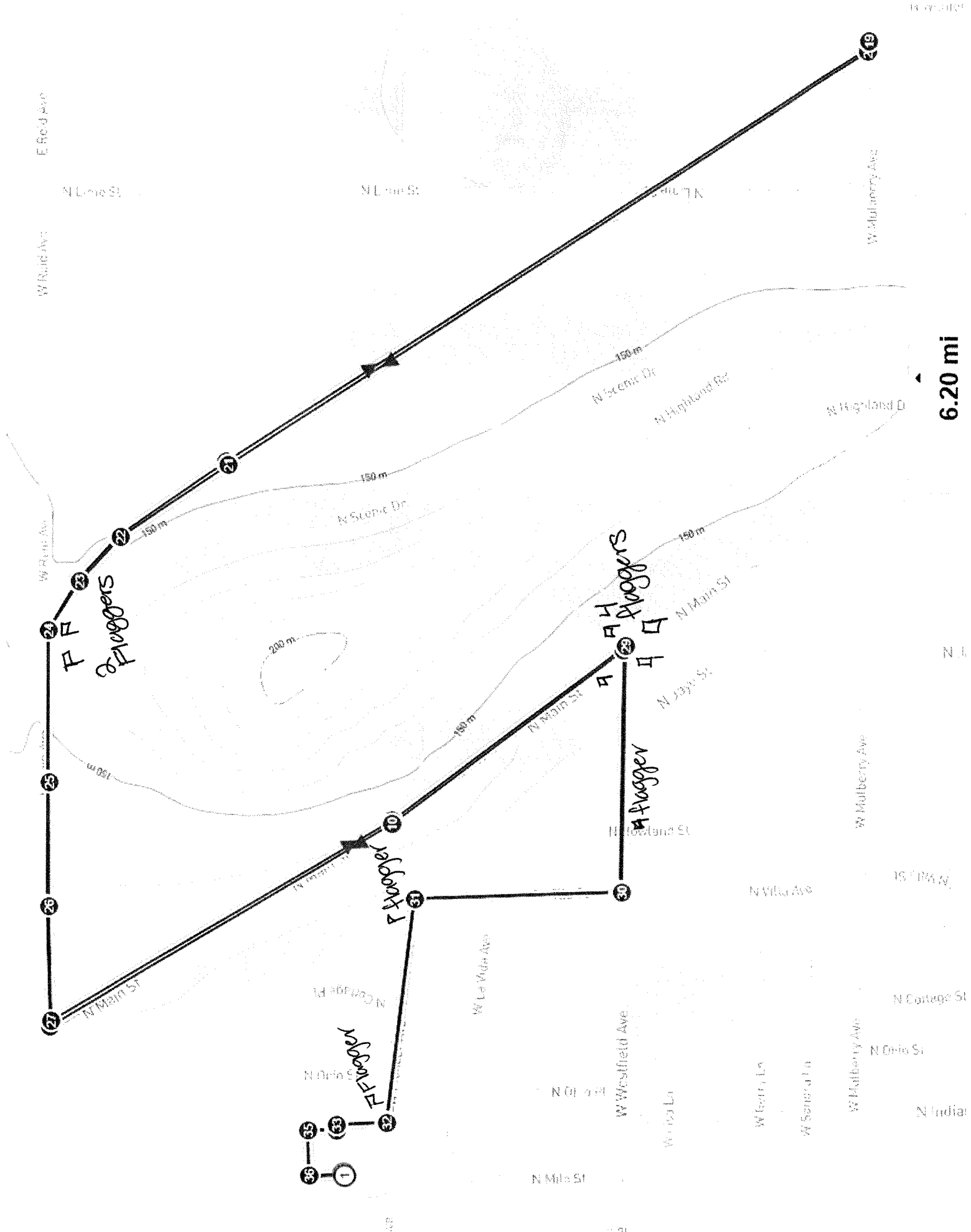
Porterville Military Academy

April 18, 2026 from 7:30am-12:00pm

- ▶ City Council approval is required for all street closures.
- ▶ Any aid stations and check points must be out of the roadway and not in a position to interfere with traffic.
- ▶ Staff at aid stations and check points should have a means of communication by which they may summon assistance in the event of an emergency.
- ▶ Event staff on the race route should wear highly visible attire.
- ▶ For everyone's safety, all participants should be directed to stay away from the side of the roadways and not disrupt the normal flow of traffic.
- ▶ Event organizers shall contact Traffic Sergeant Maria Aguillon well in advance of the event to address any policing needs. She can be reached at (559)782-7400.

Mark Azevedo, Captain
Porterville Police Department

Exhibit B





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/15/2025

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	JAMES D. MILLER JR INSURANCE AGENCY James Miller 1527 19 STREET, SUITE 400 BAKERSFIELD CA 93301	CONTACT NAME: James Miller		
		PHONE (A/C, No, Ext): (661) 871-9500	FAX (A/C, No):	
		E-MAIL ADDRESS: info@jseinsurance.com		
INSURED	SGT Casey Zieg 900 Pioneer Ave Porterville CA 93257	INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A : Lloyds Syndicate 2623 82%		AA-1128623
		INSURER B : Lloyds Syndicate 623 18%		AA-1126623
		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	Y	N	EH-771325-L4018467	04/18/2026 12:01 AM	04/19/2026 12:01 AM	EACH OCCURRENCE	\$ 2,000,000
	☒ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES	\$ 100,000
	☒ Host Liquor Liability						MED EXP (Any one person)	\$ 5,000
	☐ Retail Liquor Liability						PERSONAL & ADV INJURY	\$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$ 2,000,000
	☒ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	\$ 2,000,000
	OTHER:						Deductible	\$ 1,000
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$
	☐ ANY AUTO						BODILY INJURY (Per person)	\$
	☐ OWNED AUTOS ONLY	☐ SCHEDULED AUTOS					BODILY INJURY (Per accident)	\$
	☐ HIRED AUTOS ONLY	☐ NON-OWNED AUTOS ONLY					PROPERTY DAMAGE (Per accident)	\$
								\$
	UMBRELLA LIAB						EACH OCCURRENCE	\$
	EXCESS LIAB						AGGREGATE	\$
	DED							\$
	RETENTION \$							
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE	OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A				E.L. EACH ACCIDENT	\$
	If yes, describe under DESCRIPTION OF OPERATIONS below						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)

Certificate holder listed below is named as additional insured per attached CG 20 26 04 13. Attendance: 400, Event Type: 10 K Run. Policy includes a 36 month Extended Reporting Period. Damage to Premises Rented (Other than Fire) included in the Each Occurrence Limit shown above.

CERTIFICATE HOLDER

CANCELLATION

City Of Porterville 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 James Miller

© 1988-2015 ACORD CORPORATION. All rights reserved.

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
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.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/15/2025

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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	JAMES D. MILLER JR INSURANCE AGENCY James Miller 1527 19 STREET, SUITE 400 BAKERSFIELD CA 93301	CONTACT NAME: James Miller PHONE (A/C, No, Ext): (661) 871-9500 E-MAIL ADDRESS: info@jseinsurance.com FAX (A/C, No): INSURER(S) AFFORDING COVERAGE INSURER A : Lloyds Syndicate 2623 82% INSURER B : Lloyds Syndicate 623 18% INSURER C : INSURER D : INSURER E : INSURER F :
INSURED	SGT Casey Zieg 900 Pioneer Ave Porterville CA 93257	NAIC # AA-1128623 AA-1126623

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 ☐ Retail Liquor Liability GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	Y	N	EH-771325-L4018467	04/18/2026 12:01 AM	04/19/2026 12:01 AM	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Deductible \$ 1,000
	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)

Certificate holder listed below is named as additional insured per attached CG 20 26 04 13. Attendance: 400, Event Type: 10 K Run. Policy includes a 36 month Extended Reporting Period. Damage to Premises Rented (Other than Fire) included in the Each Occurrence Limit shown above.

CERTIFICATE HOLDER

CANCELLATION

Porterville Military Academy 900 Pioneer Ave 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 James Miller
---	---

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):

Porterville Military Academy
900 Pioneer Ave
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.

ITEM 6. EXTENDED REPORTING PERIOD:	36 MONTHS - INCLUDED
ITEM 7. NOTIFICATION UNDER THIS POLICY:	
EMAIL: CLAIMS@BEAZLEY.COM	
US FAX: (866) 910-1397	
ATTENTION: CLAIMS DEPARTMENT	
ITEM 8. TERRORISM COVERAGE:	EXCLUDED
ITEM 9. SERVICE OF PROCESS FOR INSURED'S DOMICILED IN ALL STATES EXCLUDING IL & KY:	
Lloyd's America, Inc. Attention: Legal Department 280 Park Avenue, East Tower, 5th Floor New York, NY 10017	
ITEM 10. CHOICE OF LAW:	NEW YORK
ITEM 11. ENDORSEMENTS EFFECTIVE AT INCEPTION:	
EH 2001	COVERAGE PART DECLARATIONS
SLC-3	USA NMA 2868
EH SEL2022	COMMERCIAL GENERAL LIABILITY COVERAGE FORM
IL 12 01 11 85	POLICY CHANGES
IL 00 17 11 98	COMMON POLICY CONDITIONS
EH1017	COMMON POLICY CONDITIONS AMENDMENT
ERP 1027 12 18	EXTENDED REPORTING PERIOD ENDORSEMENT
EH1015	DEDUCTIBLE LIABILITY INSURANCE
<u>EH 1016</u>	<u>BLANKET ADDITIONAL INSURED ENDORSEMENT</u>
CG 2026 04 13	ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION
CG 2107 05 14	EXCLUSION - ACCESS OR DISCLOSURE OF CONFIDENTIAL INFORMATION
EH 2005	EXCLUSION - DRUG LIABILITY
CG 84 81 04 14	EXCLUSION - ORGANIC PATHOGENS
CG 90 29 05 16	EXCLUSION OF INTELLECTUAL PROPERTY
CG 80 15 07 98	ABUSE, MOLESTATION, HARASSMENT OR SEXUAL CONDUCT
EH 2006	EXCLUSION EXCLUSION - AIRCRAFT PRODUCTS AND GROUNDING
IL 70 69 03 16	LIABILITY EXCLUSION - ASBESTOS
CG 84 79 01 10	ASSAULT & BATTERY EXCLUSION
CG 21 01 11 85	EXCLUSION - ATHLETIC OR SPORTS PARTICIPANTS
EH 2007	EXCLUSION - EMPLOYERS LIABILITY
CG 21 47 12 07	EMPLOYMENT RELATED PRACTICES EXCLUSION
CG 77 94 07 98	EXCLUSION - LIABILITY ARISING OUT OF LEAD
EH 2008	EXCLUSION - METAL GAS, FUME AND METAL BY-PRODUCT
CG 83 66 06 05	NUCLEAR, BIOLOGICAL OR CHEMICAL EXCLUSION

3RD ANNUAL

PORTERVILLE 5K/10K

APRIL 18, 2026



[RUNSIGNUP.COM/PORTERVILLE5K10K](https://runsignup.com/porterville5k10k)





CITY COUNCIL AGENDA – APRIL 7, 2026

SUBJECT: Approval of Community Civic Event Application — Pink Heals Tulare County Chapter and Rollin' Relics Car Club

SOURCE: Finance

COMMENT: The Pink Heals Tulare County Chapter and Rollin' Relics Car Club have submitted a request for approval to hold the “Rollin' Relics Car Show” event at Veterans Park on Saturday, May 9, 2026. The event is proposed to take place from 8:00 a.m. to 4:00 p.m.

The event organizers are requesting the use of grass areas adjacent to Newcomb Street and Henderson Avenue within Veterans Park for the display of show vehicles and vendor booths. An outside amplifier permit has been approved for use between 9:00 a.m. and 4:00 p.m.

City services requested include refuse support, with no police services requested at this time. The request has been submitted in accordance with the Community Civic Events Ordinance No. 1326, as amended, and has been reviewed by all applicable City departments. All requirements and conditions of approval are outlined in the Application and Agreement, including Exhibit A, Exhibit B, Exhibit C, and the Outside Amplifier Permit.

The event provides a community-oriented opportunity for residents to engage in a family-friendly activity while supporting local charitable and community initiatives.

RECOMMENDATION: That the City Council approve the Community Civic Event application submitted by the Pink Heals Tulare County Chapter and Rollin' Relics Car Club for the "Rollin' Relics Car Show" Event on May 9, 2026, at Veterans Park, subject to the 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, Outside Amplifier Permit, Map, and Certificate of
Liability Insurance

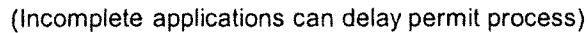
Appropriated/Funded:

Review By:

Department Director:
Janie Rodriguez, Finance Director

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

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



Event Flyer: Yes ☒ No ☐ If yes, please attach copy
 E-mail address: dbader49@gmail.com
 Website: rollinrelicscanclub.blogspot.com
 Application date: March 16, 2026 Event date: May 9, 2026
 Event time: 8-4pm
 Name of Event: Rollin Relics Car Show - Co Sponsor

Sponsoring organization: Pink Heals, Tulare Co Phone # 559 907-8181
 Address: PO Box 328, Porterville 93257
 Authorized representative: Kim Latham Phone # 559 907-5181
 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: Raising Funds to give back to the
Non-profit organization status: Community + Show Vintage Cars
(IRS Determination)

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 _____

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)*

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 to the permit. Claims-made policies are not acceptable.

NO Alcohol

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/ho 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 Relias. Cor Club
(Name of Organization)

Ronald Lader
(Signature)

3/14/24
(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 + Rollin Relics

Location: Veterans Park Event date: 5/9/26 Event time: 8-4pm

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.**

<u>Vendor name</u>	<u>Address/Telephone</u>	<u>Business License required?</u>	<u>Type of Activity</u>
Rte 65	1398 E Morgan Ave Porterville CA		Hamburgers
Liquid Sunshine	564 N Villa Porterville, CA		Lemonade
North Porterville	1398 E. 26th E.M		
A+W	2611 S. Mounsey Ave Visalia 559 733-4445		Root Beer Floats

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

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

Sponsoring organization: Pink Heals + Rollin Relics

ATTACH MAP MARKING AREAS TO BE CLOSED OR USED:

<u>Parking lots and spaces</u>	<u>Location</u>	<u>Activity</u>
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Requirements for Community Civic Event
Pink Heals Tulare County Chapter
Rollin' Relics Car Show
May 9, 2026

Fire Marshal: <i>C. Dignam</i>	Please see Exhibit C.
Parks & Leisure Service Asst. Director: <i>A. Graybehl</i>	The Park reservation has been secured. Staff will coordinate any logistics directly with the event coordinator.
Police Lieutenant: <i>M. Azevedo</i>	Please see Exhibit B.
Administrative Service Director: <i>Y. Andrade</i>	The certificate of liability and endorsement page are sufficient for the proposed event.
Field Services Superintendent-Refuse: <i>B. Spry</i>	Parks will be taking extra trash cans for the event.
Field Services Superintendent-Streets: <i>J. Baeza</i>	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 9, 2026 (8:00 a.m. – 4:00 p.m.)

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 09, 2026 / 8:00 AM—4:00 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, Captain
Porterville Police Department

**CITY OF PORTERVILLE/FIRE DEPARTMENT
COMMUNITY CIVIC EVENT APPLICATION**

ROLLIN' RELICS CAR SHOW

MAY 9, 2026

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. see attached document. Fire extinguishers available and within 75' travel distance to generators and booths. Food trailers shall be disconnected from the towing vehicle and level with towing vehicle disconnected and moved to a parking area. Food vans or trucks should be parked and keys removed from the ignition. 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



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

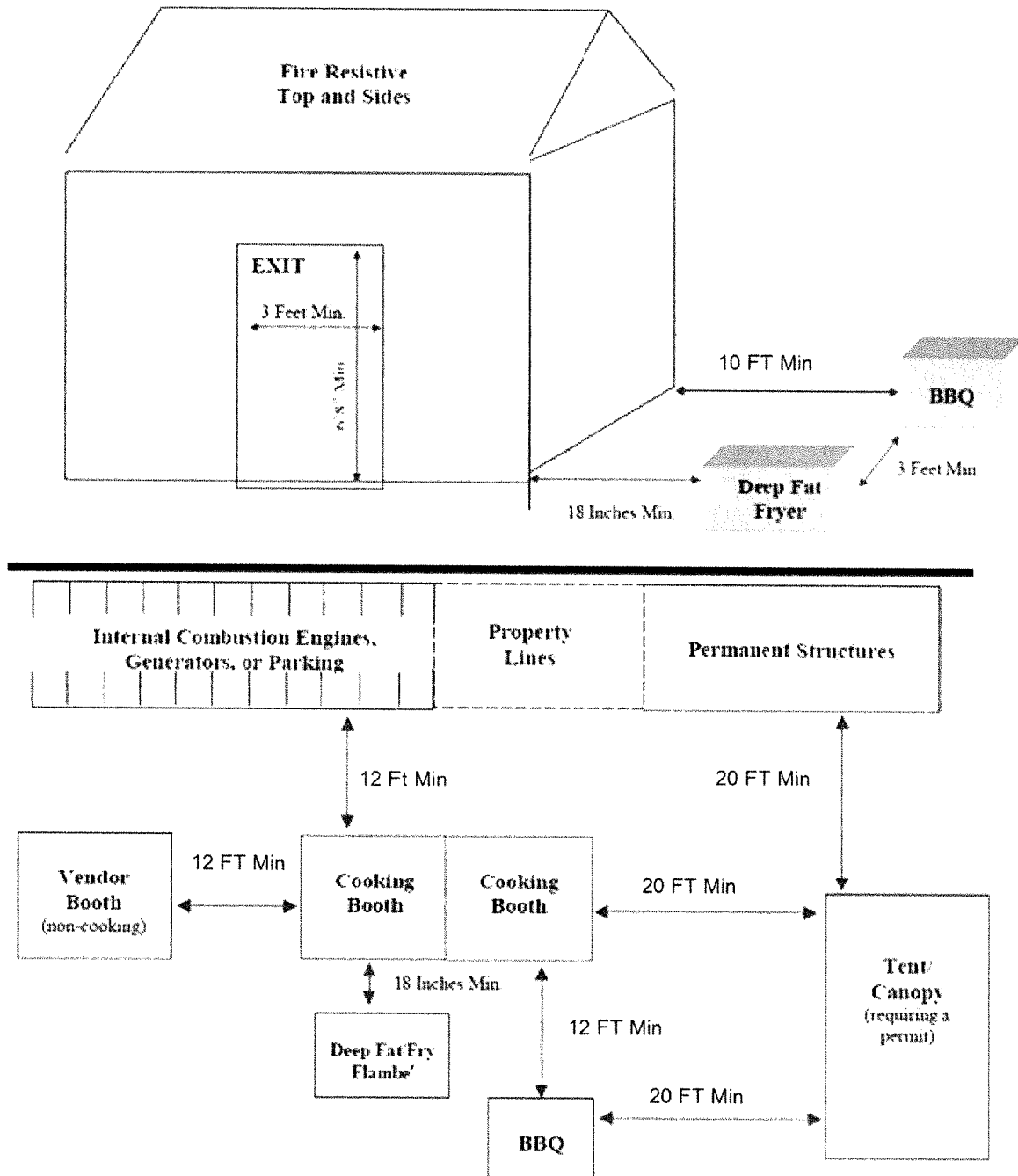
1. A visible and accessible, 2A:10BC fire extinguisher with a current (within the last 12 months) State Fire Marshall tag must be provided within 20' of travel in all cooking areas.
2. A visible and accessible Class K portable fire extinguisher with a current (within the last 12 months) State Fire Marshall 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 _____

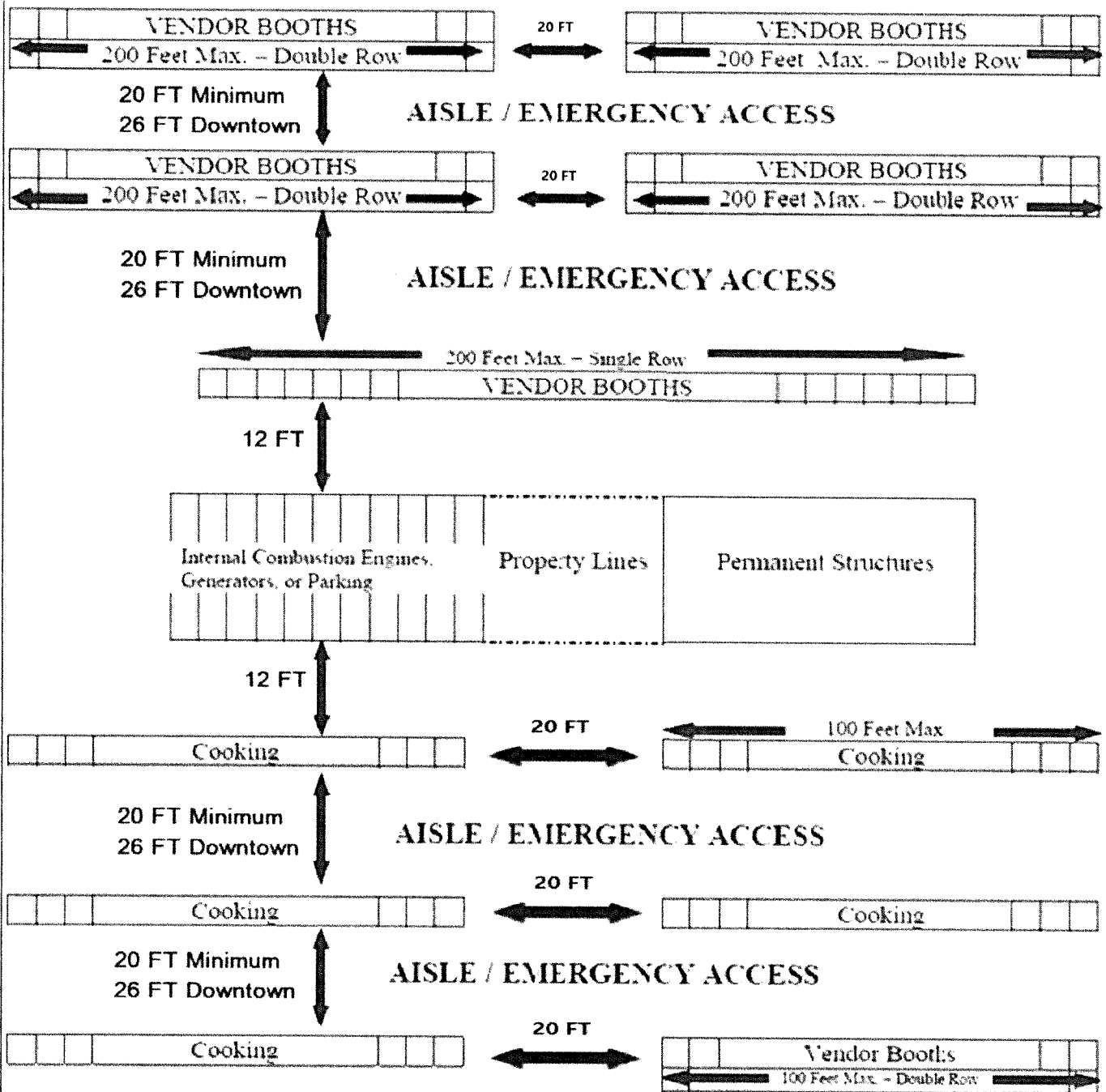




FIRE DEPT.

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: Donald Bader
555 Brandy Way Porterville, CA
- 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: Don Bader
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 9, 2024 9:00-4:00pm
- + 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

3/14/24
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, Captain
City of Porterville, Chief of Police/Designee

03/17/26
Date

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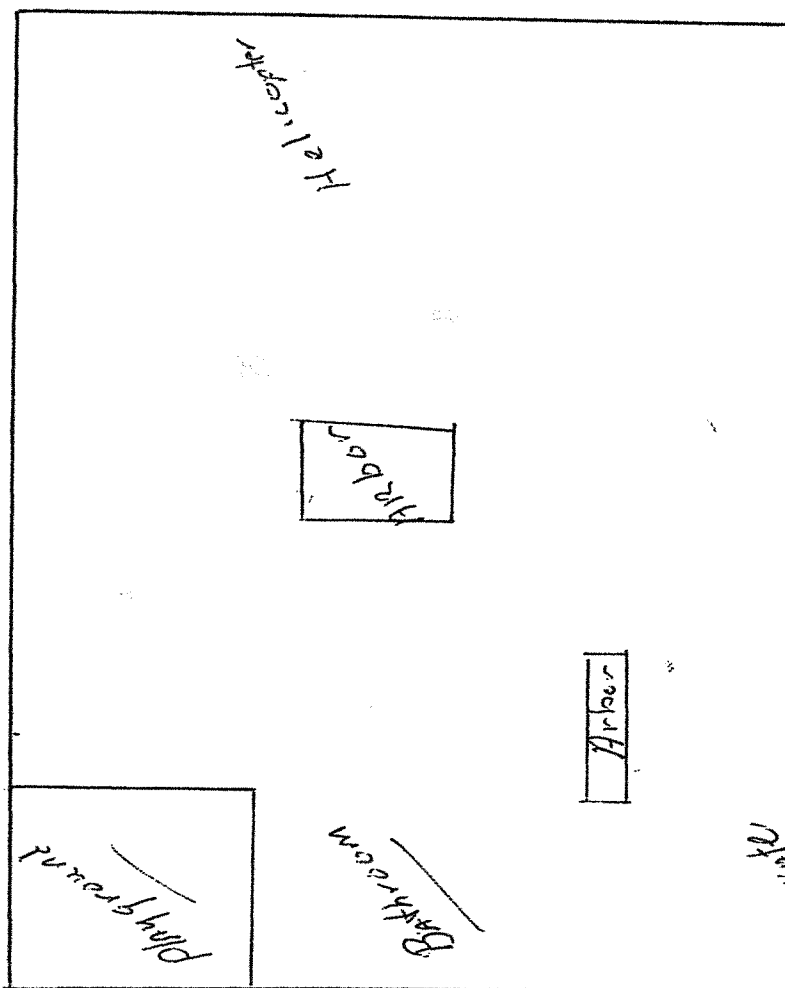
MAP

W

W.H.S

W. Henderson

Parking Lot



N Newcomb ST

Veterans
Park

Car Parkings
for Show

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): E-MAIL ADDRESS: aknorpp@hagerty.com INSURER(S) AFFORDING COVERAGE INSURER A: Markel Insurance Company NAIC # 38970 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
INSURED Rollin' Relics Car Club 555 Brandy Way Porterville CA 93257 (559) 781-2612	

COVERAGES **AK** **CERTIFICATE NUMBER:** Cert ID 22076 **(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 GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJECT ☐ LOC OTHER:	Y		CVG1867-09	03/13/2026	03/13/2027	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 \$
	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? ☐ Y ☒ N (Mandatory in NH) 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)

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 9th, 2026.

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 
--	--

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 9, 2026

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.

24th Annual Car Show

Veterans Park
Porterville, CA

Saturday, May 9th, 2026

From 9am - 3pm

Registration • 8am - 10am

Trophies • Raffles • 50/50

Pre-register: \$30 donation

\$35 Day of Event (includes event T-Shirt)

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 8th 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 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 98735049

12/16/2025 09:24 AM

Account Information

Don Bader
555 Brandy Way
Porterville, CA 93257
559-310-0861

Payment

Check (#209) \$160.00

Received By

Christina Carrillo at Centennial Plaza

Item	Amount Paid
Veterans Park Pavilion 1 May 9, 2026 10:00 AM-10:00 PM - Resident Rental Fee: \$60/Block	\$60.00
Veterans Park Pavilion 2 May 9, 2026 10:00 AM-10:00 PM - Resident Rental Fee: \$60/Block	\$60.00
Veterans Park Picnic Area 4 May 9, 2026 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

Veteran : 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.



CITY COUNCIL AGENDA – APRIL 7, 2026

SUBJECT: Appointment to Measure R Citizens' Oversight Committee

SOURCE: City Manager's Office

COMMENT: At the March 17, 2026, City Council meeting, the Council considered an appointment to the Measure R Citizens' Oversight Committee. The item was tabled to allow staff to further evaluate the eligibility of the proposed appointee.

Following additional review, it was determined that the previously considered applicant, Mr. Flowers, is not eligible to serve on the Committee due to his status as a State employee.

The City has since received a new Request for Appointment from Taha Saleh to serve on the Measure R Citizens' Oversight Committee. The application has been reviewed and is included as an attachment for City Council consideration.

The Measure R Citizens' Oversight Committee is responsible for reviewing the use of Measure R funds and ensuring expenditures are consistent with voter-approved purposes. Appointments to the Committee are made by the City Council.

RECOMMENDATION: That the City Council appoint Taha Saleh as the City of Porterville's representative to the Tulare County Association of Governments Measure R Citizens' Oversight Committee, subject to confirmation by the TCAG governing board.

ATTACHMENTS: 1. Request for Appointment - Taha Saleh

Appropriated/Funded:

Review By:

Department Director:
Richard Tree, City Manager

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



CITY OF PORTERVILLE REQUEST FOR APPOINTMENT



RECEIVED

MAR 17 2026

CITY OF PORTERVILLE
CITY CLERK'S OFFICE

Please complete all blanks.

Name: Taha Saleh

(Please Print)

Appointment to: Measure R citizens oversight committee

(Name of Board, Commission, or Committee)

☐ Reappointment; or IF NEW, Please provide:

Street Address: 1206 W Westfield Ave

Porterville, CA, 93257

Mailing Address: _____

Name of Business: T A Saleh Enterprises Inc.

☐ Own

☒ Operate

Business Address: 1206 W Westfield Ave Porterville Ca 93257

Telephone: Home [REDACTED]

Work _____

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.)

Local Business Owner with Financial Oversight Expertise

Proven Track Record of Accountability & Transparency

Deep Local Community Involvement

Experience Reviewing and Interpreting Complex Information

Independent and Objective Perspective

Please tell us why you are interested in this position.

I'm interested because I've made a long-term commitment to Porterville—not just through business, but through community leadership. Serving on this committee is an opportunity to contribute to the city's future by helping ensure infrastructure investments are thoughtful, transparent, and aligned with the needs of our residents.

☒ Resume attached

☐ Letter of request attached

Submitted By: taha saleh 03/17/2026
Date

Received by: Fernando Craswell-morgan

Forwarded to: City Clerk ☒ Date: 3/17/26
City Council ☐ Date: _____
Staff Liaison ☐ Date: _____

Tentative Council Mtg Date: _____

Taha Saleh

1206 W. Westfield Ave, Porterville, CA 93257 | [REDACTED]

EXECUTIVE SUMMARY

Entrepreneur, community leader, and transformation-driven coach with over 25 years of hands-on retail and leadership experience. Combines operational excellence with deep personal-development work to elevate teams, organizations, and individuals. Graduate of advanced transformation workshops and leadership programs, cultivating master-level coaching, emotional intelligence, and communication skills to help others break through limitations and lead powerfully.

EXPERIENCE

Owner / Operator – Shop N Save Market | Porterville, CA *October 2008 – Present*

- Oversee all aspects of multi-department retail operations, including staffing, payroll, HR, vendor relations, and accounting (A/R & A/P).
- Implemented modernization systems such as electronic price book, biometric check-cashing, and digital employee training programs.
- Mentor employees through transformational leadership principles, building trust, communication, and accountability.

Owner / Operator – Henderson Avenue Chevron | Porterville, CA *July 2012 – Present*

- Lead daily operations, merchandising, and pricing strategy for a high-volume fuel and convenience business.
- Manage financials, payroll, vendor contracts, and multi-location staff training.
- Foster emotional intelligence and service-based culture through transformational coaching.

Sales Service Representative – Modesto Tobacco & Candy | Modesto, CA *May 2008 – September 2008*

- Managed product orders, merchandising, and store layouts across multiple retail accounts.
- Collaborated with area sales management to execute promotions and resolve client issues.

CSR / Manager – Shop N Save Market | Porterville, CA *October 2000 – March 2008*

- Modernized operations with electronic systems and bill-payment kiosks.
- Developed comprehensive understanding of retail operations from floor management to inventory control.

EDUCATION

High School Diploma – Porterville Adult School | June 2001

LEADERSHIP & TRANSFORMATION TRAINING

- Graduate, Leadership Porterville Class of 2011
- Graduate, Advanced Transformation & Master Leader Workshops (Legacy Program / Mastery in Transformation Series)
- Coached and mentored multiple participants through breakthrough programs focused on communication, integrity, and purpose-driven leadership.
- Dedicated to empowering others to elevate their personal and professional impact.

CORE COMPETENCIES

- 25+ Years Retail & Operational Management
- Master-Level Coaching & Transformational Leadership
- Strategic Planning & Process Optimization
- Interpersonal & Conflict Resolution Skills
- Active Listening & Empathic Communication
- Trustworthiness • Patience • Community Engagement

COMMUNITY LEADERSHIP & BOARD INVOLVEMENT

- Chair & Board Member, Porterville Chamber of Commerce
- Board Member & Regional Chair, California Fuel and Convenience Alliance (CFCA)
- Member, City of Porterville Charter Review Committee (2025)
- Porterville City Council Candidate
- Board Member & Coach, Porterville Little League
- Coach, NJB Basketball • Youth Football • Upward Basketball



CITY COUNCIL AGENDA – APRIL 7, 2026

SUBJECT: Consideration of Appointment to the Transactions and Use Tax Oversight Committee ("TUTOC")

SOURCE: Administrative Services

COMMENT: The Transactions and Use Tax Oversight Committee (TUTOC) is responsible for reviewing revenues and expenditures associated with Measure H and Measure I and reporting its findings to the City Council. The committee is comprised of ten members of the public and is required to meet at least once annually following adoption of the budget, although it has historically met on a quarterly basis. To be eligible for appointment, an individual must be a Porterville resident, business owner, or business operator.

There are currently four vacant seats on the committee.

The City Clerk's Office has received one Request for Appointment from Mr. Taha Saleh. A copy of the request is provided for the City Council's consideration.

Staff has reviewed the application and verified that Mr. Saleh meets the eligibility requirements. Mr. Saleh is a local business owner with experience in financial oversight, operations management, and community involvement.

RECOMMENDATION: That the City Council appoint Taha Saleh to the Transactions and Use Tax Oversight Committee for a term to expire in May 2028

ATTACHMENTS: 1. Request for Appointment - Taha Saleh

Appropriated/Funded:

Review By:
Department Director:

Yuliana Andrade, Administrative Services Director

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

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.)

Local Business Owner with Financial Oversight Expertise

Proven Track Record of Accountability & Transparency

Deep Local Community Involvement

Experience Reviewing and Interpreting Complex Information

Independent and Objective Perspective

Please tell us why you are interested in this position.

I'm interested because I care deeply about the long-term health of Porterville. Serving on this committee is an opportunity to help safeguard public trust by ensuring these locally generated funds are used in a way that strengthens our infrastructure, supports economic growth, and reflects the priorities of our residents.

☒ Resume attached

☐ Letter of request attached

Submitted By: taha saleh

03/17/2026

Date

Received by: Fernando Gassel-Morgan

Forwarded to:

City Clerk

☒

Date:

3/17/26

City Council

☐

Date:

Staff Liaison

☐

Date:

Tentative Council Mtg Date:

April. 2nd, 2026

Taha Saleh

1206 W. Westfield Ave, Porterville, CA 93257

EXECUTIVE SUMMARY

Entrepreneur, community leader, and transformation-driven coach with over 25 years of hands-on retail and leadership experience. Combines operational excellence with deep personal-development work to elevate teams, organizations, and individuals. Graduate of advanced transformation workshops and leadership programs, cultivating master-level coaching, emotional intelligence, and communication skills to help others break through limitations and lead powerfully.

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- Member, City of Porterville Charter Review Committee (2025)
- Porterville City Council Candidate
- Board Member & Coach, Porterville Little League
- Coach, NJB Basketball • Youth Football • Upward Basketball



CITY COUNCIL AGENDA – APRIL 7, 2026

SUBJECT: Establishment of Mechanic III Classification and Approval of Job Description

SOURCE: Transportation

COMMENT: The Transportation Department continues to evaluate its operations to ensure it is effectively meeting the growing and evolving needs of the City's fleet maintenance program. As the City's fleet increases in complexity, including expanded transit, refuse, airport, and municipal operations, there is a greater need for advanced diagnostic capabilities and technical expertise within the Equipment Maintenance Shop.

To address these needs, staff is proposing to unallocate one Mechanic II position and allocate one Mechanic III position. The Mechanic III classification provides a higher level of technical expertise to perform complex diagnostics and repairs on a wide range of equipment, including heavy-duty vehicles and advanced electronic systems. This adjustment will strengthen the City's ability to complete repairs in-house, reduce reliance on outside vendors, and improve turnaround time for critical maintenance.

In addition to advanced technical responsibilities, the Mechanic III will assist with coordination and oversight of day-to-day shop activities, supporting workflow management and operational efficiency within the Equipment Maintenance Shop.

The Field Services Shop Superintendent position will remain vacant at this time, resulting in ongoing budgetary savings. The Transportation Department will continue to evaluate operational needs and supervisory structure as the recently reorganized department continues to integrate fleet, transit, airport, and refuse operations.

This reorganization is intended to enhance technical capacity within the shop while maintaining flexibility as the Department evaluates long-term staffing needs.

RECOMMENDATION: That the City Council:
1. Affirm the establishment of the Mechanic III classification at

Item No. 19.

Range 200 (\$4,818 - \$5,881);

2. Approve the proposed job description for Mechanic III; and

3. Unallocate one Mechanic II and allocate one Mechanic III position.

ATTACHMENTS:

1. Proposed Mechanic III Job Description

Appropriated/Funded:

Review By:

Department Director:

Russell Isom, Director of Transportation

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

MECHANIC III

DEFINITION

Under general supervision, performs the most complex vehicle and equipment maintenance and repair work in a safe and professional manner. Serves as a lead worker in the fleet maintenance shop by coordinating daily shop activities, providing technical guidance to mechanics, and assisting with preventive maintenance scheduling, diagnostics, and equipment evaluations. Performs related duties as required.

DISTINGUISHING CHARACTERISTICS

This is the advanced-level classification in the Mechanic series. Employees at this level perform the most difficult and complex mechanical diagnostics and repairs on a wide variety of City vehicles and equipment and provide lead direction to other mechanics and shop personnel.

The Mechanic III differs from the Mechanic II by the greater level of technical expertise required, responsibility for complex diagnostics and repair work, and the coordination of shop activities in the absence of the Shop Supervisor.

REPRESENTATIVE DUTIES

*The duties listed below are examples of the work typically performed by employees in this class. An employee may not be assigned all duties listed and may be assigned duties which are not listed below. Marginal duties are those which are **least** likely to be essential functions for any single position in this class.*

1. Organizes, coordinates, and supervises the maintenance, repair and operation of city vehicles and equipment; estimates and evaluates required repair time.
2. Inspects and evaluates repair work done in the vehicle maintenance shop; performs repair work and trains employees on principle and techniques of automotive and equipment repair and maintenance; researches and analyzes mechanical problems.
3. Prepares and maintains time/labor and other records and reports using computer software; creates and monitors preventive maintenance schedule; investigates complaints regarding service; prepares specifications for new equipment; assists in the development and administration of the shop budget; coordinates inner-departmental billing for services.
4. Supervises related vehicle and transportation programs such as truck terminal inspection program and smog inspection program; supervises automotive supplied recycling programs; completes required paperwork and reports; and recommends program implementation procedures and modifications.

5. Coordinates and tracks work performed in the electrical program; provides lead direction to assigned personnel.
6. Evaluates work performance of employees; takes necessary disciplinary actions; assists in the selection of staff.
7. Provides temporary and vacation relief in similar occupational fields as necessary.
8. Represents and supports the policies and procedures established by the City Council, City Manager, Department Heads and Division Chiefs.

EMPLOYMENT STANDARDS

Education and/or Experience

Five years of journey level experience in the automotive and mechanical trades including two years in a lead capacity or any combination of training and experience that provides the desired knowledge and abilities.

Knowledge of:

Principles and practices of automotive and equipment repair; shop management; techniques, materials and practice of the automotive and mechanical trades; federal, state and local regulations related to vehicle operations and repair; principles of both gas and diesel engine operations; principles and practices of supervision and cost accounting; and applicable computer software.

Ability to:

Perform maintenance work on automotive and related equipment; interpret specification technical literature; establish and maintain effective working relationships with others; supervise the work of others engaged in mechanical maintenance activities; use computer software and hardware; understand and follow verbal and written directions; communicate effectively, both verbally and in writing; prepare and maintain records and reports; and understand and use cost accounting information.

Special Requirements

- Possession of, or ability to obtain a valid California Driver's License. Class A or B License must be obtained within 18 months of appointment.
- Participation in the on-call rotation, being available after-hours with the ability to respond appropriately.

Physical Demands

Involves active physical work but not prolonged heavy exertion. On feet most of time involving bending, stooping, squatting, twisting, reaching, working on irregular surfaces; frequent lifting of objects up to 25 lbs. with occasional lifting of objects weighing over 50 lbs.

Working Conditions

Continuous exposure to unpleasant elements such as dust, fumes and odors, dampness, high noise levels, or outside weather conditions. A computer is used on a daily basis. Travel throughout the City may be required.



CITY COUNCIL AGENDA – APRIL 7, 2026

SUBJECT: Consideration of a Letter Opposing Assembly Bill 2494 (Rogers) – Demonstration State Forests

SOURCE: City Manager's Office

COMMENT: Assembly Bill 2494 (AB 2494) proposes to modify the statutory purpose and management of California's demonstration state forests by shifting away from balanced, active forest management practices and limiting timber harvesting activities.

While the City supports environmental stewardship, wildfire resilience, and long-term forest health, the proposed changes may result in unintended consequences that negatively impact local economies, workforce stability, and forest management capacity.

The City of Porterville is located near the Mountain Home Demonstration State Forest in Tulare County, which serves as an active working forest demonstrating responsible forest management practices, including timber harvesting, fuel reduction, and restoration activities. These practices are critical to maintaining forest health and reducing wildfire risk. Limiting these activities may undermine the effectiveness of demonstration forests as models for balanced, multi-use management.

Additionally, the region is home to Sierra Forest Products, a key local employer located in Terra Bella that supports over 100 jobs. The facility relies on a stable and sustainable supply of timber from a combination of federal, state, and private sources. Any reduction in timber availability or increased uncertainty in forest management policy may adversely impact the long-term viability of this operation and the local workforce it supports.

The Sierra Nevada region has previously experienced the consequences of reduced timber access, including mill closures and the loss of critical forest management infrastructure. Maintaining a reliable timber supply is essential not only for economic stability, but also for ensuring the capacity to perform necessary forest thinning and biomass removal activities that contribute to wildfire prevention.

RECOMMENDATION: That the City Council approve a letter opposing Assembly Bill 2494 (Rogers) and authorize the Mayor to execute such letter.

ATTACHMENTS: 1. Draft Letter of Opposition AB 2494

Appropriated/Funded:

Review By:

Department Director:
Richard Tree, City Manager

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



April 7, 2026

Dear Senator/Assembly Member,

On behalf of the City of Porterville, I write to express our opposition to Assembly Bill 2494.

While the City supports wildfire resilience and long-term forest health, AB 2494 shifts demonstration state forests away from balanced, active management and may reduce timber availability critical to our region.

The City of Porterville is located near the Mountain Home Demonstration State Forest in Tulare County, which serves as a working forest demonstrating responsible management practices, including timber harvesting, fuel reduction, and restoration activities. These efforts are essential to maintaining forest health and reducing wildfire risk. Limiting these activities may undermine both the purpose and effectiveness of demonstration forests.

Additionally, our region is home to Sierra Forest Products, a long-standing employer supporting over 100 local jobs. The facility depends on a stable and sustainable supply of timber from state, federal, and private sources. Further constraints on timber availability create uncertainty for this operation and threaten the workforce and infrastructure necessary to support ongoing forest management and wildfire mitigation efforts.

Maintaining a reliable timber supply is not only an economic issue, but also a public safety concern, as it supports the infrastructure needed for thinning, biomass removal, and other critical wildfire prevention activities.

For these reasons, the City of Porterville respectfully opposes AB 2494 and urges consideration of a balanced approach that supports both environmental objectives and local economic stability.

Thank you for your consideration.

Sincerely,

Greg Meister, Mayor



CITY COUNCIL AGENDA – APRIL 7, 2026

SUBJECT: Adoption of Policy for Cash Transactions in the Absence of Pennies

SOURCE: Finance

COMMENT: Over the past decade, the production cost of the penny has increased, leading the United States Mint to reduce its circulation. Under federal law, the Secretary of the Treasury has the discretion to discontinue penny production if it determines that it is no longer necessary to meet the needs of the United States. The reduction of pennies has led to a limited availability of pennies for cash transactions.

This has created challenges for the City in providing exact change for cash transactions, including utility payments, permits, passports, and other services. To maintain operational efficiency and ensure consistent handling of cash payments across all departments, a formal rounding policy is recommended.

Currently, cash transactions requiring pennies may result in staff providing over- or under-change. The proposed policy establishes a procedure for rounding cash transactions to the nearest five cents in the absence of pennies. This policy applies to all in-person cash payments collected by City departments. Non-cash payments, including credit cards, debit cards, paper checks, e-checks, and online payments, will not be affected and will continue to be processed for the exact amount.

Cash transactions will be rounded to the nearest five cents based on the final transaction total, as follows:

- Totals ending in \$0.01 or \$0.02 round down to \$0.00
- Totals ending in \$0.03 or \$0.04 round up to \$0.05
- Totals ending in \$0.06 or \$0.07 round down to \$0.05
- Totals ending in \$0.08 or \$0.09 round up to \$0.10

For Utilities and Accounts Receivable (AR) transactions, any over- or underpayment resulting from rounding will be carried forward to the customer's next billing cycle.

The City will provide clear notice of the rounding policy at all payment locations and on the City's official website to ensure transparency.

The City Manager, or their designee, is authorized to implement, monitor and update the policy as needed. This policy shall remain in effect only during the period of penny shortage and may be rescinded or revised by City Council if normal penny circulation resumes.

RECOMMENDATION: That the City Council adopt the Resolution establishing a policy for cash transactions in the absence of pennies.

ATTACHMENTS: 1. Draft Resolution
 2. Exhibit A - Draft Policy for Handling of Cash Transactions in the Absence of Pennies

Appropriated/Funded:

Review By:

Department Director:
Janie Rodriguez, Finance Director

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

RESOLUTION NO. ____ - 2026

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE
ADOPTING A POLICY FOR HANDLING OF CASH TRANSACTIONS IN
THE ABSENCE OF PENNIES**

WHEREAS, the purpose of this policy is to establish a consistent and transparent procedure for handling cash transactions when one-cent coins (“pennies”) are unavailable due to limitations in banking supply; and

WHEREAS, financial institutions have significantly reduced the distribution of pennies, which may limit the City of Porterville’s ability to reliably provide exact change for in-person cash transactions; and

WHEREAS, pennies remain legal tender; however, their limited availability necessitates an alternative method for handling cash payments; and

WHEREAS, the City of Porterville has established a cash transactions policy to ensure fair treatment of customers and to maintain accuracy and consistency when accepting payments at City offices;

WHEREAS, the City Council has determined there is a need to adopt a policy for the handling of cash transactions in the absence of pennies; and

WHEREAS, the City of Porterville will continue to accept cash payments for taxes, utilities, permits, passports and other services.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Porterville does hereby approve and adopt the Handling of Cash Transactions in the Absence of Pennies Policy, in the form attached hereto as Exhibit A.

BE IT FURTHER RESOLVED that this policy establishes guidelines for cash transactions when exact one-cent change is not available. This policy applies solely to payments made in cash and does not affect payments made by paper check, e-check, credit card, debit card, or other forms of electronic payment.

When a payment is made in cash to the City of Porterville and the transaction would otherwise require the making of change in one-cent increments and pennies are unavailable, the total cash transaction shall be rounded in a fair and consistent manner as outlined below:

Procedure for Cash Transactions

1. The final total will be rounded to the nearest five-cent increment when payment is made in cash.
2. Rounding will be based on the last digit of the total prior to rounding, as follows:
 - \$0.01 or \$0.02 → Round down to \$0.00
 - \$0.03 or \$0.04 → Round up to \$0.05
 - \$0.06 or \$0.07 → Round down to \$0.05
 - \$0.08 or \$0.09 → Round up to \$0.10

PASSED, APPROVED AND ADOPTED this 7th day of April, 2026.

Greg Meister, Mayor

ATTEST:
Rich Tree, City Clerk

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

EXHIBIT A

CITY OF PORTERVILLE

HANDLING OF CASH TRANSACTIONS IN THE ABSENCE OF PENNIES

This Handling of Cash Transactions in the Absence of Pennies Policy (the “Cash Transactions Policy”) of the City of Porterville (the “City”) was approved by the City Council on April 7, 2026. The Cash Transactions Policy may be amended by City Council as it deems appropriate from time to time in the prudent management of cash transactions of the City.

1. Purpose

The Cash Transactions Policy was developed to provide guidance and to establish a consistent and transparent procedure for handling cash transactions in situations where one-cent coins (“pennies”) are unavailable due to limitations in banking supply. This policy ensures fair treatment of residents while maintaining efficient municipal operations.

2. Background

The United States Mint has ceased production of pennies for general circulation, and financial institutions have significantly reduced or eliminated the distribution of pennies to customers. As a result, municipalities may not be able to reliably provide pennies as change for in-person cash transactions. Pennies remain legal tender; however, their limited availability necessitates an alternative method for handling cash payments.

3. Policy Statement

The City of Porterville will continue to accept cash payments for utility services, taxes, permits, passports and other services. When pennies are unavailable, cash transactions shall be rounded in a fair and consistent manner as outlined below.

4. Scope

This policy applies only to in-person cash transactions conducted at municipal departments. It does not apply to:

- Online payments
- Credit or debit card payments
- ACH or electronic payments
- Paper or E-Check payments

All non-cash payments will continue to be processed for the exact amount owed.

5. Cash Rounding Procedure

When a cash transaction results in a total amount that cannot be settled exactly due to the unavailability of pennies, the total shall be rounded to the nearest five cents as follows:

- Amounts ending in \$0.01 or \$0.02 → rounded down to \$0.00
- Amounts ending in \$0.03 or \$0.04 → rounded up to \$0.05
- Amounts ending in \$0.06 or \$0.07 → rounded down to \$0.05
- Amounts ending in \$0.08 or \$0.09 → rounded up to \$0.10

Rounding shall be applied to the final total of the transaction, not to individual line items.

6. Handling Over/Under Payments

For Utilities or Accounts Receivable (AR) accounts, any overpayment or underpayment will be carried forward to the customer's next billing cycle.

7. Acceptance of Pennies

- Pennies remain legal tender and will be accepted if offered by a payer.
- The municipality does not guarantee the availability of pennies for change.

8. Customer Notice

Clear notice of this policy shall be posted at all municipal payment counters and included where feasible on municipal websites or payment instructions. Notices shall explain that:

- Rounding applies only to cash payments
- Non-cash payments are unaffected
- Rounding will be applied fairly

9. Administrative Authority

The City Manager, or designee is authorized to:

- Implement this policy administratively
- Update internal cash-handling procedures as necessary
- Provide staff training and guidance

10. Periodic Review

This policy shall remain in effect unless modified or rescinded by Council. Council may review the policy periodically or as changes in federal currency practices warrant.



CITY COUNCIL AGENDA – APRIL 7, 2026

SUBJECT: Consideration of Support for Senate Bill 1277 (Cost of Living Tax Credit)

SOURCE: City Manager's Office

COMMENT: Senate Bill (SB 1277), also known as the Cost of Living Tax Credit bill, proposes the establishment of a refundable cost-of-living tax credit intended to provide financial relief to California residents facing increasing costs for essential goods and services. The legislation is designed to address the continued rise in expenses related to housing, food, transportation, and other daily necessities that are impacting working individuals and families across the state.

SB 1277 would provide an annual tax credit to eligible taxpayers over a defined period, with the amount of the credit based on income level, filing status, and number of dependents. Because the credit is refundable, eligible taxpayers may receive a direct financial benefit even if the credit exceeds their tax liability.

For communities such as Porterville, where many households are sensitive to fluctuations in the cost of living, this type of targeted financial relief could provide meaningful support. By offsetting a portion of everyday expenses, the proposed tax credit may help residents maintain financial stability, reduce economic strain, and improve overall quality of life. Additionally, increased disposable income at the household level can support local economic activity by benefiting small businesses and strengthening the local economy.

Supporting legislation such as SB 1277 aligns with broader City priorities related to economic stability, community well-being, and support for working families.

RECOMMENDATION: That the City Council approve a letter of support for Senate Bill 1277 and authorize the Mayor to sign the letter.

ATTACHMENTS: 1. Draft Letter of Support SB 1277

Appropriated/Funded:

Review By:

Department Director:
Richard Tree, City Manager

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



April 7, 2026

Dear Senator Grove,

On behalf of the City of Porterville, I am writing to express our strong support for Senate Bill 1277, the Cost of Living Tax Credit.

Communities like Porterville are experiencing the real and growing impacts of rising costs for housing, food, fuel, and other everyday necessities. For many working families, these increases are not abstract. They are felt at the kitchen table, in monthly bills, and in difficult financial decisions that affect quality of life. SB 1277 represents a meaningful and practical step toward providing relief to those who need it most.

By establishing a refundable tax credit, this legislation ensures that support reaches individuals and families directly, including those who may not otherwise benefit from traditional tax reductions. This approach not only helps stabilize household finances, but also strengthens local economies by increasing the ability of residents to spend within their communities.

In Porterville, where many households are particularly sensitive to fluctuations in the cost of living, the impact of this measure would be significant. Providing targeted financial relief will help residents maintain stability, support local businesses, and continue contributing to the vitality of our community.

SB 1277 aligns with our shared commitment to supporting working families, promoting economic resilience, and addressing the affordability challenges facing Californians today. We respectfully urge your colleagues to support this important legislation.

Thank you for your leadership and continued advocacy on behalf of California's communities.

Sincerely,

Greg Meister
Mayor, City of Porterville



CITY COUNCIL AGENDA – APRIL 7, 2026

SUBJECT: Authorization to Repair the Animal Shelter Air Conditioning VFD and Smoke Detector

SOURCE: Police

COMMENT: One of the primary air conditioning units at the Animal Shelter is currently inoperable due to a defective Variable Frequency Drive (VFD) and a faulty smoke detector. These components are essential for the unit's operation and safety monitoring, and the unit cannot be operated until both components are replaced. Failure to address these repairs promptly poses a risk to the health and well-being of the animals currently housed at the facility, particularly as temperatures begin to fluctuate.

Due to the urgency of the repair and the need to restore climate control and safety systems at the Animal Shelter, staff obtained a quote from EMCOR Services Mesa Energy (Mesa Energy Systems, Inc.), which is familiar with the existing system and can perform the work within the required timeframe. The quoted cost to complete the repairs is \$5,867, and staff recommends a 10% contingency (\$587) for a total project budget not to exceed \$6,454 to address any unforeseen conditions identified during the repair process. The quoted cost is consistent with current market pricing for specialized HVAC control component replacement and includes labor, materials, and system programming necessary to return the unit to full operation.

Funding for this project will be provided through the Police Department's Operating Budget.

RECOMMENDATION: That the City Council authorize the repair of the Animal Shelter air conditioning unit by EMCOR Services Mesa Energy (Mesa Energy Systems, Inc.) in an amount of \$5,867, approve a 10% contingency, and authorize a total project budget not to exceed \$6,454.

ATTACHMENTS: 1. Quote No. 26-085003 Animal Shelter VFD & Smoke

Detector Replacement

Appropriated/Funded:

Review By:

Department Director:
Bobby Radar, Interim Chief of Police

Final Approver: Richard Tree, City Manager



3980 N Chestnut Diagonal.
Fresno, CA 93726
Service: (559) 277-7900
Fax: (559) 277-4920
CA Lic. 611215

Quote #
26-085003

Equipment Repair Estimate

April 7, 2026

SUBMITTED TO:

City of Porterville
Sarah Weaver
291 N. Main St
Porterville CA 93257

JOB LOCATION:

City of Porterville - Animal Shelter
Sarah Weaver
185 N D St.
Porterville CA 93257

FACILITY STATUS / URGENCY:

VFD & Smoke Detector Replacement

Unit #: RTU 1

Make: AAON

Model #: RN-013-8-0-HB09-3F9

Serial #: 202306-ANGK108761

SCOPE OF WORK / DIAGNOSIS:

During our last visit our Technician identified a failed VFD drive and Smoke Detector . Recommendation follows:

- 1). Loto to isolate power to unit and verify safe working conditions.
- 2). Remove the existing VFD and detector, labeling all power, motor, control, and alarm wiring before disconnecting.
- 3). Install the new VFD, mount the new smoke detector and align sampling tubes with airflow.
- 4). Program the VFD and control mode; function-test the smoke detector to ensure fan shutdown and proper reset.
- 5). Perform a final operations check, confirming the VFD runs smoothly under load and the smoke detector triggers the required shutdowns and reports normal afterward. Clean-up work aread and report to customer of completed work.

ADDITIONAL INFORMATION

****THIS PROPOSAL IS ONLY VALID FOR 10 DAYS** *ALL SALES WITH MATERIALS ARE FINAL****

All work to be done during normal working hours and days. Excludes anything other than listed above.

****** LEAD TIME 5 BUSINESS DAYS*******

The total cost, including all labor, materials and taxes is (Paid by Check): **\$5,867**

There is a 3% Fee for paying by credit card, The total cost is: **\$6,043**

By accepting this proposal the purchaser agrees to the attached terms and conditions. This quotation will be valid for a period of 30 days and payment is due 30 days from invoicing. If payment is not received interest will accrue at the rate of 1.5% per month. If an action is brought for collection the prevailing party shall be entitled to attorney's fees.

**WARNING: Contractors are required by law to be licensed by the Contractor's State License Board which has jurisdiction to investigate complaints against Contractors if a complaint is filed within three years of the date of the alleged violation. Any questions concerning a Contractor may be referred to the Registrar, Contractor's State License Board, P.O. Box 26000, Sacramento, CA 95826
[California Business and Professional Code 7030(a)]**

EMCOR: Andrew Villarreal

Title: Customer Service Rep

Accepted By: _____

Title: _____

Date: _____

PO# (If Applicable): _____

Terms and Conditions

The following "Terms and Conditions" are between Mesa Energy Systems, Inc. dba EMCOR Services Mesa Energy and

City of Porterville hereto after referred to as "you the client".

- A. The guarantees and services provided under the scope of this agreement are conditioned upon "you the client" operating and maintaining systems/equipment. "You the client" will do so in according to industry-accepted practices, or in consideration of our recommendations.
- B. "You the client" will provide and permit reasonable access to all areas where work is to be performed. Mesa Energy Systems Inc dba EMCOR Services Mesa Energy will be allowed to start and stop equipment as necessary to perform its services and be permitted use of existing facilities and building services.
- C. Any repairs or services resulting from power failures, freezing, roof leaks through curbs or equipment, or air side corrosion will be paid for by the "you the client" in accordance with Mesa Energy Systems, Inc. dba EMCOR Services Mesa Energy current established rates.
- D. The agreement does not include responsibility for system design deficiencies, such as, but not limited to poor air distribution, water flow imbalances, system equipment and component obsolescence, electrical failures, unserviceable equipment, and operating the system(s), unless otherwise stated in this Agreement.
- E. Mesa Energy Systems, Inc. dba EMCOR Services Mesa Energy will not be liable for delays or failure to obligate due to fire, flood, strike, lockout, freezing, unavailability of material, riots, acts of god, or any cause beyond reasonable control.
- F. Mesa Energy Systems, Inc. dba EMCOR Services Mesa Energy is not responsible for the removal or disposal of any hazardous materials or any cost associated with these materials unless otherwise noted in this Agreement.
- G. The agreement does not include repairing any damage resulting from improper/inadequate water treatment or filter service not supplied by Mesa Energy Systems, Inc. EMCOR Services Mesa Energy.
- H. This agreement does not include any services occasioned by improper operation, negligence, vandalism, or alterations, modifications, abuse, or misuse, or repairs to equipment not performed by Mesa Energy Systems, Inc. dba EMCOR Services Mesa Energy. Unless otherwise agreed, also excluded is the furnishing of materials and supplies for painting or refurbishing existing equipment.
- I. Mesa Energy Systems, Inc. dba Emcor Services Mesa Energy shall not be required to furnish any items of equipment, labor, or make special tests recommended or required by insurance companies, Federal State Municipal or other authorities except as otherwise included in this Agreement.
- J. In the event either party must commence a legal action in order to enforce any rights under this contract, the successful party shall be entitled to all court costs and reasonable attorney's fees as determined by the court for prosecuting and defending the claim, as the case may be.
- K. Mesa Energy Systems, Inc. dba EMCOR Services Mesa Energy shall not be liable for the operation of the equipment nor for injuries to persons or damage to property, except those directly due to the negligent acts or omissions of its employees and in no event shall it be liable for consequential or speculative damages. It shall not be liable for expense incurred in removing, replacing or refinishing any part of the building structure necessary to the execution of this Agreement. It shall not be held liable for any loss by reason of strikes or labor troubles affecting its employees who perform the service called for herein, delays in transportation, delays caused by priority or preference rating, or orders or regulations established by any government, authority, or by unusual delays in procuring supplies or for any other cause beyond its reasonable control.
- L. Only Mesa Energy Systems, Inc. dba EMCOR Services Mesa Energy personnel or agent are authorized to perform the work included in the scope of this agreement. Mesa Energy Systems, Inc. dba EMCOR Services Mesa Energy may, at its option, cancel or waive its obligations under this Agreement should non-authorized individuals perform such work.
- M. This Agreement and all rights hereunder shall not be assignable unless approved by Mesa Energy Systems, Inc. dba EMCOR Services Mesa Energy. In the event of additional freight, labor, or material costs resulting from "you the client" request to avoid delays with respect to equipment warranties, or accelerated delivery of parts and supplies, "You the client" agrees to pay these additional costs at Mesa Energy Systems, Inc. dba EMCOR Services Mesa Energy current rates.
- N. The scope of work shall not include the identification, detection, abatement, encapsulation or removal of asbestos or products or materials containing asbestos or similar hazardous substances. In the event Mesa Energy Systems, Inc. EMCOR Services Mesa Energy encounters such material in performing its work, Mesa Energy Systems, Inc. dba EMCOR Services Mesa Energy will have the right to discontinue work and remove its employees until the hazard is corrected or its determined no hazard exists.
- O. This Agreement contains the entire Contract and the parties hereby agree that this Agreement has been agreed to and the entire Agreement is then accepted and approved by an authorized person for both parties, and no statement, remark, agreement or, understanding, oral or written, not contained herein, will be recognized or enforced.
- P. This agreement does not include the disposal of hazardous waste; any charges incurred for their proper disposal will be born by "you the client" as an extra to the contract price.
- Q. "You the client" agrees that in the event that there shall have been passed a federal and/or state law which shall compel Mesa Energy Systems, Inc. dba EMCOR Services Mesa Energy to contribute to a federal and/or state health plan for its employees, then the terms of this Agreement shall be subject to adjustment to the extent that the cost of such mandated contributions increase by Mesa Energy Systems, Inc. dba EMCOR Services Mesa Energy cost of performing this contract.
- R. "You the client" acknowledges and agrees that any purchase order issued by "you the client" in accordance with this Agreement, is intended only to establish payment authority for "you the client" internal accounting purposes. No purchase order shall be considered to be a counteroffer, amendment, modification, or other revision to the terms of this agreement. No term or condition included in the "you the client" purchase order will have any force or effect.
- S. This proposal is made contingent upon the work addressed herein not being adversely affected, either directly or indirectly, by the COVID-19 pandemic and/or the Corona virus, and is further conditioned upon the parties agreeing, prior to beginning of any work and in writing as part of any contract, that any (i) schedule issues (including, but not limited to, delays, access issues, or allowed work hours/off-hours work), (ii) overtime hours, or (iii) additional protocols, altered working conditions, or extra costs relating thereto, that arise as a result of the COVID-19 pandemic or Corona virus will entitle contractor to an equitable adjustment for time and cost.



CITY COUNCIL AGENDA – APRIL 7, 2026

SUBJECT: Authorization to Schedule Public Hearing for Expedited Electric Vehicle Permit Review Process

SOURCE: Engineering and Project Management

COMMENT: The State of California adopted Assembly Bill (AB) 1236, which requires local agencies to establish an expedited and streamlined permitting process for electric vehicle charging systems. The creation of an expedited permitting process for electric vehicle charging stations will facilitate more efficient installation of charging infrastructure and help reduce reliance on fossil fuels.

The State previously mandated the adoption of a similar ordinance creating an expedited and streamlined permitting process for small residential rooftop solar systems, which the City adopted in 2015 and has successfully implemented. These processes continue to require compliance with all applicable building codes and state law while providing a clear and efficient path for project approval.

Staff is requesting authorization to schedule a public hearing to consider adoption of an ordinance establishing an expedited permit review process for electric vehicle charging systems in compliance with Assembly Bill 1236.

RECOMMENDATION: That the City Council authorize the City Clerk to notice a public hearing for April 21, 2026, to consider adoption of an ordinance establishing an expedited permit review process for electric vehicle charging systems in accordance with Assembly Bill 1236.

ATTACHMENTS: 1. Draft Ordinance

Appropriated/Funded:

Review By:

Department Director:
Clayton Dignam, Fire Marshal

Final Approver:

ORDINANCE NO. _____-2026

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE
AMENDING ARTICLE VII OF CHAPTER 7 OF THE MUNICIPAL CODE OF THE CITY
OF PORTERVILLE SETTING FORTH PROCEDURES FOR EXPEDITING
PERMITTING PROCESSING FOR ELCTRIC VEHICILE CHARGING SYSTEMS**

WHEREAS: The State of California and the City of Porterville has consistently promoted and encouraged the use of fuel-efficient electric vehicles; and

WHEREAS: The State of California recently adopted Assembly Bill 1236, which requires local agencies to adopt an ordinance that creates an expedited and streamlined permitting process for electric vehicle charging systems; and

WHEREAS: Creation of an expedited, streamlined permitting process for electric vehicle charging stations would facilitate convenient charging of electric vehicles and help reduce the City's reliance on environmentally damaging fossil fuels.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF PORTERVILLE DOES ORDAIN AS FOLLOWS:

Section 1:

Article VII of Chapter 7 of the Porterville Municipal Code shall be entitled "Electric Vehicle Charging Station Permit Expediting" and shall include section 7-52, 7-53, 7-54, 7-55, 7-56, 7-57, 7-58 (including 7-58.1 through 7-58.4), 7-59, and 7-60 as follows:

CHAPTER 7-52

Electric Vehicle Charging Station Permit Expediting

7-52: Definitions

7-53: Purpose

7-54: Expedited Review Process

7-55 Electronic Submittals

7-52: DEFINITIONS

ELECTRIC VEHICLE CHARGING SYSTEM (EVCS): Any level of electric vehicle supply equipment that is designed and built in compliance with the California Electrical Code, delivers electricity from a source outside an electric vehicle into one or more electric vehicles, and meets all applicable safety standards.

ELECTRONIC SUBMITTAL: The utilization of one or more of the following approved methods:

- A. E-mail;
- B. Internet;
- C. Other electronic methods approved by the City.

SPECIFIC, ADVERSE IMPACT: A significant, quantifiable, direct, and unavoidable impact, based on objective, identified, and written public health or safety standards, policies, or conditions.

7-53: PURPOSE

The purpose of this article is to adopt an expedited, streamlined permitting process for electric vehicle charging systems pursuant to Government Code Section 65850.7. This article is intended to encourage the use of electric vehicle charging systems by removing unreasonable barriers, minimizing costs to property owners and the City, and ensuring installations are safe and compliant with applicable codes. The terms, phrases, and words used in this process shall be construed in compliance with California Government Code Section 65850.7.

7-54: APPLICABILITY

This article applies to the permitting of all electric vehicle charging systems within the City. Existing systems legally installed prior to the effective date of this article shall not be subject to these requirements unless modifications are made that require a new permit or until such time as State law mandates such.

7-55: EXPEDITED REVIEW PROCESS

Consistent with Government Code Section 65850.7, the Building Official shall implement an expedited administrative permit review process for electric vehicle charging stations, and adopt a checklist of all requirements with which electric vehicle charging stations shall comply with in order to be eligible for expedited review. The expedited administrative permit review process and checklist may refer to the recommendations in the checklist prescribed by the most current version of the "Plug-In Electric Vehicle Infrastructure Permitting Checklist" of the "Zero-Emission Vehicles in the California: Community Readiness Guidebook" published by the Governor's Office of Planning and Research. The City's checklist shall be published on the City's website.

7-56: ELECTONIC SUBMITTALS

Consistent with Government Code Section 65850.7, the Building Official shall allow for electronic submittal of permit applications covered by this process and associated supporting documentations. In accepting such permit applications, the Building Official shall also accept electronic signatures on all forms, applications, and other documentation in lieu of a we signature by any applicant.

7-57 ASSOCIATION APPROVAL

Consistent with Government Code Section 65850.7, the Building Official shall not condition the approval for any electric vehicle charging station permit on the approval of such a system by an association, as defined by Civil Code Section 4080.

7-58: PERMIT APPLICATION PROCESS

A permit application that satisfies the information requirements in the City's checklist shall be deemed complete and be promptly processed. Upon confirmation by the Building Official that the permit application and supporting documents meet the requirements of the City checklist, and is consistent with all applicable laws the Building Official shall, consistent with Government Code Section 65850.7, approve the application and issue all necessary permits. Such approval does not authorize an applicant to energize or utilize the electric vehicle charging station until approval is granted by the City via required inspections. If the Building Official determines that the permit application is incomplete, they shall issue a written correction notice to the applicant, detailing all deficiencies in the application and any additional information required to be eligible for expedited permit issuance.

7-58.1: ELECTRIC VEHICLE CHARGING SYSTEM REQUIREMENTS

- A. All electric vehicle charging systems shall meet applicable health and safety standards and requirements imposed by the State of California and the City of Porterville.
- B. Electric vehicle charging systems shall comply with all applicable building codes.
- C. Electric vehicle charging systems shall be installed in accordance with manufacturer specifications and applicable industry standards.

7-58.2: DUTIES OF CITY IN REVIEWING EVCS APPLICATIONS

- A. All required documents for EVCS permit applications shall be made available on the City's publicly accessible website.
- B. Electronic submittal of permit applications shall be accepted.
- C. The Building Official shall adopt a standard plan and checklist of all requirements for EVCS installations eligible for expedited review.
- D. The permit process, standard plans, and checklists shall conform to current state law and applicable codes.
- E. Fees for EVCS permits shall comply with applicable state law.

7-58.3: PERMIT REVIEW AND INSPECTION REQUIREMENTS

- A. The Building Official shall implement an administrative, nondiscretionary review process for EVCS applications.
- B. The Building Official shall approve applications that meet all checklist requirements and applicable laws.

- C. Review of the application shall be limited to compliance with health and safety requirements and building code.
- D. The Building Official may require a use permit if there is substantial evidence that the installation would have a specific, adverse impact on public health or safety.
- E. Any conditions imposed shall mitigate the impact at the lowest possible cost.
- F. If an application is incomplete, a written correction notice shall be provided.
- G. Only one inspection shall be required where feasible. Additional inspections may be required if deficiencies are identified or warranted due to contingent and/or related work by code.
- H. Inspections shall be scheduled in a timely manner consistent with the expedited process.

7-58.4: TECHNICAL REVIEW

It is the intent of this policy to encourage the installation of electric vehicle charging stations by removing obstacles to permitting for charging stations so long as the action does not supersede the Building Official's authority to address higher priority life-safety situations. If the Building Official makes a finding based on substantial evidence that the electric vehicle charging station could have a specific adverse impact upon the public health or safety as defined in Government Code 65850.7, the City may require the applicant to apply for a use permit.

7-59: CONFLICTS

Any provision of the City or appendices thereto, inconsistent with these provisions, to the extent of such inconsistencies and no further, are hereby repealed or modified to that extent necessary to effect these provisions.

7-60: SEVERABILITY

If any section of this article is held invalid, such invalidity shall not affect the remaining provisions.

SECTION 2:

This ordinance shall take effect thirty (30) days after adoption.

SECTION 3:

The City Clerk shall certify to the adoption of this ordinance and cause it to be published in accordance with law.

PASSED, APPROVED AND ADOPTED this ____ day of _____, 2026.

By: _____
Greg Meister, Mayor

ATTEST:
Richard Tree, City Clerk

APPROVED AS TO FORM:

City Attorney



CITY COUNCIL AGENDA – APRIL 7, 2026

SUBJECT: Consideration of Revocation of Business License - Rose Massage, 188 W. Olive Avenue, Porterville

SOURCE: Finance

COMMENT: This item is to consider whether the business license for Rose Massage, located at 188 W. Olive Avenue, held by Xuemin Zhang and Liyun Liu, should be revoked. Businesses operating within the City of Porterville are required to obtain and maintain a valid business license pursuant to Chapter 15 of the Porterville Municipal Code.

Pursuant to Section 15-12 of the Porterville Municipal Code, “The City Council reserves the right to revoke the license granted to any person, when, after notice to the licensee and upon hearing had, it shall appear the business licensed is unlawful, immoral or a menace to the public health, safety, morals, peace or general welfare, or is, or has been carried on in an illegal or immoral manner, or in such manner as to constitute a menace to the health, safety, morals, peace or general welfare of the people of the city.”

On February 14, 2026, an investigation conducted by the Porterville Police Department at Rose Massage resulted in the arrest of Lenju Wu for prostitution. During the investigation, it was determined that the individual arrested did not hold an active certificate from the California Massage Therapy Council (CAMTC), and City records indicate that no business license was issued to the individual operating at the premises.

Based on these findings, staff believes there is sufficient basis for the City Council to consider revocation of the business license.

The City recommends that the City Council hold a public hearing, consider the information in this report, testimony from City staff, any testimony provided by the business owner, and any other relevant testimony, and determine whether to revoke the business license.

RECOMMENDATION: That the City Council:
1. Hold a public hearing to consider the revocation of the

Item No. 25.

business license for Rose Massage, located at 188 W. Olive Avenue; and

2. Determine whether to revoke the business license based on the evidence presented.

ATTACHMENTS:

1. March 23, 2026 letter with attached business license information and crime/incident report
2. Draft Resolution

Appropriated/Funded:

Review By:

Department Director:
Janie Rodriguez, Finance Director

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



City of Porterville
Finance Department
559-782-7566

March 23, 2026

Rose Massage
Xuemin Zhang, Owner
Liyun Liu, Owner
188 W. Olive Avenue
Porterville, CA 93257

Re: City of Porterville Business License Revocation Hearing – Rose Massage, 188 W. Olive Avenue, Porterville

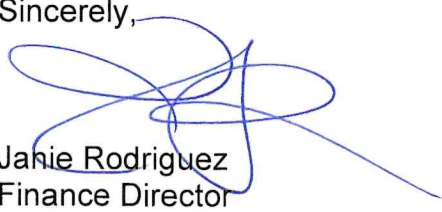
Dear Xuemin Zhang and Liyun Liu:

Enclosed please find the documentation the City of Porterville intends to rely on at the Business License Revocation Hearing to be held on April 7, 2026, that it currently has in its possession.

The documentation includes the business license information the City has on file concerning your business. The City did not find a business license in its system for the individual arrested at the premises in February. Also included is a summary of the crime reports from the incident, as required by the California Public Records Act. [See Government Code Section 6254(f)]. The actual investigative reports are exempt from disclosure under the Act.

The agenda item and staff report will be available via the City's website after 5:00 p.m. on Thursday, April 2, 2026.

Sincerely,


Janie Rodriguez
Finance Director

Encl.

cc: Rich Tree, City Manager



CITY OF PORTERVILLE
291 N. MAIN STREET
PORTERVILLE, CA 93257
(559) 782-7457

Application For City Business License

New Applicant (inside)

DUE	PAST DUE
For Period:	Beginning: 5/27/25 Ending: 6/30/25
Temporary License for: Day(s) From: Thru:	

FEE MUST ACCOMPANY APPLICATION

Allow 10 to 21 days for necessary inspections and approvals. Licensee is responsible for compliance with all ordinances of the City of Porterville. i.e. Fire, Health, Building and Zoning Codes

☐ RENEWAL	☒ NEW	☐ OWNERSHIP CHANGE	☐ ADDRESS CHANGE	☐ NAME CHANGE
LICENSE NO.	TAX NO.	CA. LIC.		
BUSINESS NAME ROSE MASSAGE	BUSINESS ADDRESS 188 W. OLIVE AVE Porterville, CA 93257	BUSINESS PHONE NO. 559-556-2425		
MAILING ADDRESS 188 W. OLIVE AVE Porterville, CA 93257	EMAIL ADDRESS			
PLEASE INDICATE OWNERSHIP STATUS				
☒ INDIVIDUAL ☒ PARTNERSHIP ☐ CORPORATION ☐ NON-PROFIT				
List owners, partners or officers Title				
XUEMIN ZHANG OWNER				
LIYUN LIU OWNER				
Description of Business (Give details)				
Body Massage, Foot Massage				
*Amusement Devices on Premises?		*Coin-operated machines		Number of Employees: 1
☐ Yes ☒ No Number: _____		☐ Yes ☒ No Number: _____		☒ Full-Time ☐ Temporary ☐ Part-Time ☐ Seasonal
Do you store FLAMMABLE or HAZARDOUS materials?		In emergency, notify:		Phone: _____
☐ Yes ☒ No		LIU LIYUN		
If so, type and quantity:				

IMPORTANT READ AND SIGN BELOW - RETURN WITH FEE. VALIDATED LICENSE WILL BE MAILED TO YOU

REFUNDS for overpayment must be requested in writing within six months of payment date
PAST DUE - Cumulative penalty of 25% per month will be added to fee

I certify the above information is correct. (Make any corrections as needed.)

Business License Fee	\$
State Tax Fee (SB 1186)	\$ 4.00
Total Due	\$

✓ Signed by: *[Signature]* Office/Title: OWNER

✓ Application Date 05-27-2025

ALL BUSINESS SIGNS WITHIN THE CITY LIMITS MUST BE APPROVED BY THE PLANNING DEPARTMENT
NOTE: Additional City permits may be necessary before the owner can commence business.

FOR OFFICE USE ONLY

Approved	Date	Approved	Date	Approved	Date
1 Licensing		3 Building		5 Police	
2 Accounting		4 Fire		6 Planning	

REQUIREMENTS/CONDITIONS

AMOUNT PAID	DATE ISSUED	BY	SIC#	SCHEDULE	DATE BUSINESS DISCONTINUED	LICENSE NUMBER
44-	6/30/25	JM	812990	T-1		006496

Notify the City if you change your business address, name, ownership, nature of business, or if you are no longer doing business in Porterville

PLEASE RETURN ALL COPIES

CRIME Report(s) Summary – Wu, lenju

Date and Time: February 18, 2026 / 1:30pm

Location of Occurrence: 188 West Olive Avenue, Porterville, CA. 93257

Nature of Response: Undercover operation conducted by Porterville Police Department Detectives in response to receipt of information concerning possible prostitution occurring at the business.

Arrestee Information:

Wu, lenju [REDACTED]

Factual Circumstances surrounding the crime:

Detectives with the Porterville Police Department conducted an undercover operation as a result of receiving complaints pertaining to possible prostitution. Per the operation, an undercover detective entered the business equipped with a discreet audio device, requested and began receiving a massage. Ms. Wu engaged in specific actions and communication that led the undercover detective to form an opinion that the crime of prostitution was being initiated, and she was arrested by assisting detectives.

Arrest/Booking/Release Information:

Ms. Wu was booked into the custody of the Tulare County Sheriff's Office South County Detention Facility and later released on her execution of an Agreement to Appear.

RESOLUTION NO. ____-2026

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF PORTERVILLE REVOKING THE BUSINESS LICENSE FOR
ROSE MASSAGE, 188 WEST OLIVE AVENUE, PORTERVILLE**

WHEREAS, all businesses, trades, professions, callings, and occupations transacting business in the City of Porterville are required to obtain a business license and comply with Chapter 15 of the Porterville Municipal Code; and

WHEREAS, Section 15-12 of the Porterville Municipal Code provides that the City Council may revoke a business license, after notice and hearing, if the business is unlawful, immoral, or a menace to the public health, safety, morals, peace, or general welfare; and

WHEREAS, notice was provided to Rose Massage, located at 188 West Olive Avenue, Porterville, and to the business owners, Xuemin Zhang and Liyun Liu, of a public hearing to consider revocation of the business license, noticed for April 7, 2026; and

WHEREAS, the City Council has conducted a duly noticed public hearing and considered the staff report, supporting documentation, and any testimony presented;

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Porterville does hereby make the following findings and determines as follows:

1. The Porterville Police Department received complaints of illicit activity occurring at the business. In February 2026, Lenju Wu was arrested for prostitution at the business location as a result of an undercover investigation conducted by the Police Department, with the arrest occurring during the ownership of Xuemin Zhang and Liyun Liu.
2. The case is currently under review pending potential prosecution.
3. City records indicate that no valid individual business license was issued to the individual operating at the premises.
4. The City has determined that the individual arrested does not possess an active certification from the California Massage Therapy Council (CAMTC).
5. Based on the evidence presented, the City Council finds that unlawful activity has occurred at the business location and that the business has been conducted in a manner that is unlawful and constitutes a menace to the public health, safety, morals, peace, or general welfare, as set forth in Section 15-12 of the Porterville Municipal Code.

BE IT FURTHER RESOLVED that the City Council hereby revokes the business license for Rose Massage, located at 188 West Olive Avenue, Porterville, held by Xuemin Zhang and Liyun Liu.

BE IT FURTHER RESOLVED that the business owner/applicant shall not be eligible to apply for a business license for a period of one (1) year, or for the longest duration permitted by law,

whichever is longer, and shall be subject to all applicable laws and regulations for any future applications.

PASSED, APPROVED AND ADOPTED this 7th day of April, 2026.

Greg Meister, Mayor

ATTEST:
Rich Tree, City Clerk

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



CITY COUNCIL AGENDA – APRIL 7, 2026

SUBJECT: Consideration of Revocation of Business License - Star Massage, 1365 W. Olive Avenue, Suite F, Porterville

SOURCE: Finance

COMMENT: This item is to consider whether the business license for Star Massage, located at 1365 W. Olive Avenue, Suite F, held by Qin Yu, should be revoked. Businesses operating within the City of Porterville are required to obtain and maintain a valid business license pursuant to Chapter 15 of the Porterville Municipal Code.

Pursuant to Section 15-12 of the Porterville Municipal Code, "The City Council reserves the right to revoke the license granted to any person, when, after notice to the licensee and upon hearing had, it shall appear the business licensed is unlawful, immoral, or a menace to the public health, safety, morals, peace, or general welfare, or is, or has been carried on in an illegal or immoral manner, or in such manner as to constitute a menace to the health, safety, morals, peace or general welfare of the people of the city."

On February 14, 2026, an investigation conducted by the Porterville Police Department at Star Massage resulted in the arrest of Luo Zeqiao for prostitution. During the investigation, it was determined that the individual arrested did not hold an active certificate from the California Massage Therapy Council (CAMTC), and City records indicate that no business license was issued to the individual operating at the premises.

Based on these findings, staff believes there is sufficient basis for the City Council to consider revocation of the business license.

Following notice of the public hearing, the business owner submitted a letter confirming that Star Massage ceased operations and vacated the premises on March 23, 2026.

The City recommends that the City Council hold the public hearing, consider the information in this report, testimony from City staff, any testimony provided by the business owner, and any other relevant testimony, and determine whether to revoke the business license.

RECOMMENDATION:

That the City Council:

1. Hold the public hearing to consider the revocation of the business license for Star Massage, located at 1365 W. Olive Avenue, Suite F; and
2. Determine whether to revoke the business license based on the evidence presented.

ATTACHMENTS:

1. March 23, 2026 letter with attached business license information and crime/incident report
2. March 30, 2026 letter from business owner regarding closure of business
3. Draft Resolution

Appropriated/Funded:

Review By:

Department Director:
Janie Rodriguez, Finance Director

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



City of Porterville
Finance Department
559-782-7566

March 19, 2026

Star Massage
Qin Yu, Owner
1365 W. Olive Avenue, Suite F
Porterville, CA 93257

**Re: City of Porterville Business License Revocation Hearing – Star
Massage, 1365 W. Olive Avenue, Suite F, Porterville**

Dear Qin Yu:

Enclosed please find the documentation the City of Porterville intends to rely on at the Business License Revocation Hearing to be held on April 7, 2026, that it currently has in its possession.

The documentation includes the business license information the City has on file concerning your business. The City did not find a business license in its system for the individual arrested at the premises in February. Also included is a summary of the crime reports from the incident, as required by the California Public Records Act. [See Government Code Section 6254(f)]. The actual investigative reports are exempt from disclosure under the Act.

The agenda item and staff report will be available via the City's website after 5:00 p.m. on Thursday, April 2, 2026.

Sincerely,

Janie Rodriguez
Finance Director

Encl.

cc: Rich Tree, City Manager



CITY OF PORTERVILLE
291 N. MAIN STREET
PORTERVILLE, CA 93257
(559) 782-7457

New Applicant (Inside)

DUE	PAST DUE
For Period:	Beginning: 5/8/2025 Ending: 6/30/2025
Temporary License for:	
Day(s) From:	Thru:

Application For City Business License

FEE MUST ACCOMPANY APPLICATION

Allow 10 to 21 days for necessary inspections and approvals. Licensee is responsible for compliance with all ordinances of the City of Porterville: i.e. Fire, Health, Building and Zoning Codes

☐ RENEWAL	☒ NEW	☐ OWNERSHIP CHANGE	☐ ADDRESS CHANGE	☐ NAME CHANGE
LICENSE NO.		TAX NO.	CA. LIC.	
BUSINESS NAME: STAR MASSAGE		BUSINESS ADDRESS: 1365 W Olive Ave, Porterville, CA 93257 Suite F		
MAILING ADDRESS: 1365 W Olive Ave, Porterville, CA 93257 Suite F		BUSINESS PHONE NO.: 626-639-8388		
EMAIL ADDRESS:				
PLEASE INDICATE OWNERSHIP STATUS				
☒ INDIVIDUAL ☐ PARTNERSHIP ☐ CORPORATION ☐ NON-PROFIT				
Last owners, partners or officers	Title	SS#	Residence Address	City Zip Residence Phone
QIN YU	OWNER			
Description of Business (Give details): Swedish massage, deep tissue massage, foot massage, hot stone therapy, aromatherapy				Driver's License/ID # Date of Birth
*Amusement Devices on Premises?		*Coin-operated machines		Number of Employees
☐ Yes ☒ No Number:		☐ Yes ☒ No Number:		Full-Time ☒ Part-Time ☐ Temporary ☐ Seasonal ☐
Do you store FLAMMABLE or HAZARDOUS materials?		In emergency, notify		Phone
☐ Yes ☒ No		Lucy		

IMPORTANT READ AND SIGN BELOW - RETURN WITH FEE - VALIDATED LICENSE WILL BE MAILED TO YOU

REFUNDS for overpayment must be requested in writing within six months of payment date
PAST DUE - Cumulative penalty of 25% per month will be added to fee

I certify the above information is correct. (Make any corrections as needed.)

Signed by

[Signature]

Office/Title: Owner

Application Date: 5/07/2025

ALL BUSINESS SIGNS WITHIN THE CITY LIMITS MUST BE APPROVED BY THE PLANNING DEPARTMENT
NOTE: Additional City permits may be necessary before the owner can commence business

Business License Fee	\$ 25.15
State Tax Fee (SB 1186)	\$ 4.00
Total Due	\$ 44.15

FOR OFFICE USE ONLY

1. Licensing	2. Approved	3. Building	4. Approved	5. Police	6. Approved
2. Accounting	3. Date	4. Fire	5. Date	6. Planning	7. Date

REQUIREMENTS/CONDITIONS

AMOUNT PAID: 44	DATE ISSUED: 6/14/25	BY: JM	SIC#	SCHEDULE	DATE BUSINESS DISCONTINUED	LICENSE NUMBER: 006679
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Notify the City if you change your business address, name, ownership, nature of business, or if you are no longer doing business in Porterville

PLEASE RETURN ALL COPIES Sent to PD 5/19/25

CRIME Report(s) Summary – Zeqiao, Luo

Date and Time: February 18, 2026 / 3:20pm

Location of Occurrence: 1365 West Olive Avenue, Ste. F, Porterville, CA. 93257

Nature of Response: Undercover operation conducted by Porterville Police Department Detectives in response to receipt of information concerning possible prostitution occurring at the business.

Arrestee Information:

Zeqiao, Luo [REDACTED]

Factual Circumstances surrounding the crime:

Detectives with the Porterville Police Department conducted an undercover operation as a result of receiving complaints pertaining to possible prostitution. Per the operation, an undercover detective entered the business equipped with a discreet audio device, requested and began receiving a massage. Ms. Zeqiao engaged in specific actions and communication that led the undercover detective to form an opinion that the crime of prostitution was being initiated, and she was arrested by assisting detectives.

Arrest/Booking/Release Information:

Ms. Zeqiao was booked into the custody of the Tulare County Sheriff's Office South County Detention Facility and later released on her execution of an Agreement to Appear.

To Whom It May Concern,

I, QIN YU, am the legal owner of Star Massage, business license number 006679.

I am writing to formally notify the City of Porterville that **Star Massage**, business license number 006679, located at 1365 W. Olive Avenue, Suite F, Porterville, CA93257 permanently ceased operations on March 23, 2026, and has vacated the premises as of that date.

The business is fully closed, and no further activities will take place at this location.

Please update your records accordingly and close any associated business license for this business.

If any additional information is required, please let me know.

Thank you.

Sincerely,

Qin Yu



03/30/2026

RESOLUTION NO. ____-2026

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF PORTERVILLE REVOKING THE BUSINESS LICENSE FOR
STAR MASSAGE, 1365 WEST OLIVE AVENUE, SUITE F, PORTERVILLE**

WHEREAS, all businesses, trades, professions, callings, and occupations transacting business in the City of Porterville are required to obtain a business license and comply with Chapter 15 of the Porterville Municipal Code; and

WHEREAS, Section 15-12 of the Porterville Municipal Code provides that the City Council may revoke a business license, after notice and hearing, if the business is unlawful, immoral, or a menace to the public health, safety, morals, peace, or general welfare; and

WHEREAS, notice was provided to Star Massage, located at 1365 West Olive Avenue, Suite F, Porterville, and to the business owner, Qin Yu, of a public hearing to consider revocation of the business license, noticed for April 7, 2026; and

WHEREAS, the City Council has conducted a duly noticed public hearing and considered the staff report, supporting documentation, and any testimony presented;

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Porterville does hereby make the following findings and determines as follows:

1. The Porterville Police Department received complaints of illicit activity occurring at the business. In February 2026, Luo Zeqiao was arrested for prostitution at the business location as a result of an undercover investigation conducted by the Police Department.
2. The case is currently under review pending potential prosecution.
3. City records indicate that no valid individual business license was issued to the individual operating at the premises.
4. Based on the evidence presented, the City Council finds that unlawful activity has occurred at the business location.
5. Based on the foregoing, the City Council finds that the business has been conducted in a manner that is unlawful and constitutes a menace to the public health, safety, morals, peace, or general welfare, as set forth in Section 15-12 of the Porterville Municipal Code.

BE IT FURTHER RESOLVED that the City Council hereby revokes the business license for Star Massage, located at 1365 West Olive Avenue, Suite F, Porterville, held by Qin Yu.

BE IT FURTHER RESOLVED that the business owner/applicant shall not be eligible to apply for a business license for a period of one (1) year, or for the longest duration permitted by law, whichever is longer, and shall be subject to all applicable laws and regulations for any future applications.

PASSED, APPROVED AND ADOPTED this 7th day of April, 2026.

Greg Meister, Mayor

ATTEST:
Rich Tree, City Clerk

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



CITY COUNCIL AGENDA – APRIL 7, 2026

SUBJECT: Consideration of Revocation of Business License - Diamond Massage Spa, 1531 W. Olive Avenue, Suite A, Porterville

SOURCE: Finance

COMMENT: This item is to consider whether the business license for Diamond Massage Spa, located at 1531 W. Olive Avenue, Suite A, held by Wenxia Lou, should be revoked. Businesses operating within the City of Porterville are required to obtain and maintain a valid business license pursuant to Chapter 15 of the Porterville Municipal Code. Pursuant to Section 15-12 of the Porterville Municipal Code, the City Council may revoke a license, after notice and hearing, if the business is unlawful, immoral, or a menace to the public health, safety, morals, peace, or general welfare.

On February 14, 2026, an investigation conducted by the Porterville Police Department at Diamond Massage Spa resulted in the arrest of Fenglan Dong for prostitution. During the investigation, it was determined that the individual arrested held an active Certified Massage Therapist Certificate (#45299), valid through September 11, 2027. However, City records indicate that no business license was issued to the individual operating at the premises.

Based on these findings, staff believes there is sufficient basis for the City Council to consider revocation of the business license.

The City recommends that the City Council hold a public hearing, consider the information in this report, testimony from City staff, any testimony provided by the business owner, and any other relevant testimony, and determine whether to revoke the business license.

RECOMMENDATION: That the City Council:

1. Hold a public hearing to consider the revocation of the business license for Diamond Massage Spa, located at 1531 W. Olive Avenue, Suite A; and
2. Determine whether to revoke the business license based on the evidence presented.

ATTACHMENTS:

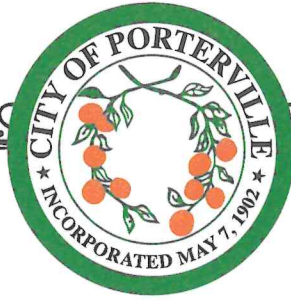
1. March 23, 2026 letter with attached business license information and crime/incident report
2. Draft Resolution

Appropriated/Funded:

Review By:

Department Director:
Janie Rodriguez, Finance Director

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



City of Porterville
Finance Department
559-782-7566

March 19, 2026

Diamond Massage Spa
Wenxia Lou, Owner
1531 W. Olive Avenue, Suite A
Porterville, CA 93257

**Re: City of Porterville Business License Revocation Hearing – Diamond
Massage, 1531 W. Olive Avenue, Suite A, Porterville**

Dear Wenxia Lou:

Enclosed please find the documentation the City of Porterville intends to rely on at the Business License Revocation Hearing to be held on April 7, 2026, that it currently has in its possession.

The documentation includes the business license information the City has on file concerning your business. The City did not find a business license in its system for the individual arrested at the premises in February. Also included is a summary of the crime reports from the incident, as required by the California Public Records Act. [See Government Code Section 6254(f)]. The actual investigative reports are exempt from disclosure under the Act.

The agenda item and staff report will be available via the City's website after 5:00 p.m. on Thursday, April 2, 2026.

Sincerely,



Janie Rodriguez
Finance Director

Encl.

cc: Rich Tree, City Manager
Diamond Massage Spa
18768 Outer 18 #110
Apple Valley, CA 92307



CITY OF PORTERVILLE
291 N. MAIN STREET
PORTERVILLE, CA 93257
(559) 782-7457

New Applicant Inside

DUE	PAST DUE
For Period:	Beginning: <u>5/13/2025</u> Ending: <u>6/30/2025</u>
Temporary License for: Day(s) From: Thru:	

Application For City Business License

FEE MUST ACCOMPANY APPLICATION

Allow 10 to 21 days for necessary inspections and approvals. Licensee is responsible for compliance with all ordinances of the City of Porterville. I.e. Fire, Health, Building and Zoning Codes

☐ RENEWAL	☒ NEW	☒ OWNERSHIP CHANGE	☐ ADDRESS CHANGE	☐ NAME CHANGE
LICENSE NO.		TAX NO.	CA. LIC.	
BUSINESS NAME <u>Diamond massage spa</u>		BUSINESS ADDRESS <u>1531 W Olive Ave #A</u>		
MAILING ADDRESS <u>18768 Outer 18 #110</u>		Porterville CA 93257		
ADDRESS <u>Apple Valley CA 92307</u>		BUSINESS PHONE NO. <u>(559) 793-4066</u>		
EMAIL ADDRESS				
PLEASE INDICATE OWNERSHIP STATUS		☒ INDIVIDUAL	☐ PARTNERSHIP	☐ CORPORATION
List owners, partners or officers		SS#	Residence Address	City
<u>Wenxia Lou</u>				
Title			Zin	Residence Phone
<u>Owner</u>				

Description of Business (Give details)

Body massage therapy

Driver's License/ID #

Date of Birth

*Amusement Devices on Premises? ☐ Yes ☒ No Number: _____	*Coin-operated machines ☐ Yes ☒ No Number: _____	Number of Employees: Full-Time ☒ Part-Time ☒ Temporary _____ Seasonal _____
Do you store FLAMMABLE or HAZARDOUS materials? ☐ Yes ☒ No	In emergency, notify: <u>1) Mona Lou</u> <u>2) Wenxia Lou</u>	Phone
If so, type and quantity:		

IMPORTANT READ AND SIGN BELOW - RETURN WITH FEE. VALIDATED LICENSE WILL BE MAILED TO YOU

REFUNDS for overpayment must be requested in writing within six months of payment date
PAST DUE - Cumulative penalty of 25% per month will be added to fee

I certify the above information is correct. (Make any corrections as needed.)

Business License Fee	\$ <u>25-</u>
State Tax Fee (SB 1186)	\$ <u>4.00</u>
Total Due	\$ <u>29-</u>

☒ Signed by WL ☒ Office/Title Owner

☒ Application Date 05-13-2025

ALL BUSINESS SIGNS WITHIN THE CITY LIMITS MUST BE APPROVED BY THE PLANNING DEPARTMENT.
NOTE: Additional City permits may be necessary before the owner can commence business.

FOR OFFICE USE ONLY

1. Licensing	Approved <u>[Signature]</u>	Date	3. Building	Approved	Date	5. Police	Approved	Date
2. Accounting			4. Fire			6. Planning		

REQUIREMENTS/CONDITIONS

AMOUNT PAID <u>\$44</u>	DATE ISSUED <u>6/12/25</u>	BY <u>JM</u>	SIC# <u>81990</u>	SCHEDULE <u>T-2</u>	DATE BUSINESS DISCONTINUED	LICENSE NUMBER <u>5630</u>
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Notify the City if you change your business address, name, ownership, nature of business, or if you are no longer doing business in Porterville

PLEASE RETURN ALL COPIES Sent to PD 5/14/2025

CRIME Report(s) Summary – Dong, Fenglan

Date and Time: February 18, 2026 / 3:45pm

Location of Occurrence: 1531 West Olive Avenue, Porterville, CA. 93257

Nature of Response: Undercover operation conducted by Porterville Police Department Detectives in response to receipt of information concerning possible prostitution occurring at the business.

Arrestee Information:

Dong, Fenglan [REDACTED]

Factual Circumstances surrounding the crime:

Detectives with the Porterville Police Department conducted an undercover operation as a result of receiving complaints pertaining to possible prostitution. Per the operation, an undercover detective entered the business equipped with a discreet audio device, requested and began receiving a massage. Ms. Dong engaged in specific actions and communication that led the undercover detective to form an opinion that the crime of prostitution was being initiated, and she was arrested by assisting detectives.

Arrest/Booking/Release Information:

Ms. Dong was booked into the custody of the Tulare County Sheriff's Office South County Detention Facility and later released on her execution of an Agreement to Appear.

RESOLUTION NO. ____-2026

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF PORTERVILLE REVOKING THE BUSINESS LICENSE FOR
DIAMOND MASSAGE SPA, 1531 WEST OLIVE AVENUE, SUITE A, PORTERVILLE**

WHEREAS, all businesses, trades, professions, callings, and occupations transacting business in the City of Porterville are required to obtain a business license and comply with Chapter 15 of the Porterville Municipal Code; and

WHEREAS, Section 15-12 of the Porterville Municipal Code provides that the City Council may revoke a business license, after notice and hearing, if the business is unlawful, immoral, or a menace to the public health, safety, morals, peace, or general welfare; and

WHEREAS, notice was provided to Diamond Massage Spa, located at 1531 West Olive Avenue, Suite A, Porterville, and to the business owner, Wenxia Lou, of a public hearing to consider revocation of the business license, noticed for April 7, 2026; and

WHEREAS, the City Council has conducted a duly noticed public hearing and considered the staff report, supporting documentation, and any testimony presented;

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Porterville does hereby make the following findings and determines as follows:

1. The Porterville Police Department received complaints of illicit activity occurring at the business. In February 2026, Fenglan Dong was arrested for prostitution at the business location as a result of an undercover investigation conducted by the Police Department.
2. The case is currently under review pending potential prosecution.
3. City records indicate that no valid individual business license was issued to the individual operating at the premises.
4. Based on the evidence presented, the City Council finds that unlawful activity has occurred at the business location.
5. Based on the foregoing, the City Council finds that the business has been conducted in a manner that is unlawful and constitutes a menace to the public health, safety, morals, peace, or general welfare, as set forth in Section 15-12 of the Porterville Municipal Code.

BE IT FURTHER RESOLVED that the City Council hereby revokes the business license for Diamond Massage Spa, located at 1531 West Olive Avenue, Suite A, Porterville, held by Wenxia Lou.

BE IT FURTHER RESOLVED that the business owner/applicant shall not be eligible to apply for a business license for a period of one (1) year, or for the longest duration permitted by law,

whichever is longer, and shall be subject to all applicable laws and regulations for any future applications.

PASSED, APPROVED AND ADOPTED this 7th day of April, 2026.

Greg Meister, Mayor

ATTEST:
Rich Tree, City Clerk

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



CITY COUNCIL AGENDA – APRIL 7, 2026

SUBJECT: Approval of Agreement with Griswold LaSalle for City Attorney Services

SOURCE: City Manager's Office

COMMENT: The City of Porterville utilizes contract legal services to support municipal operations, including providing legal advice to the City Council, City Manager, and staff; preparing and reviewing ordinances, resolutions, contracts, and other legal documents; and representing the City in legal matters.

Following the City Council's direction not to renew the existing agreement upon its expiration in September 2026, the City and City Attorney Julia M. Lew of McCormick Kabot & Lew have mutually agreed to conclude the Amended Legal Services Agreement effective April 8, 2026. The City extends its appreciation to Ms. Lew and the firm for more than 23 years of dedicated service and contributions to the Porterville community. Accordingly, it is necessary to enter into a new agreement to ensure continuity of City Attorney services.

Staff has negotiated an agreement with Griswold, LaSalle, Cobb, Dowd & Gin, LLP ("Griswold LaSalle") to provide City Attorney services to the City. The proposed draft agreement defines the scope of services, compensation structure, and terms for legal representation.

Griswold LaSalle has extensive experience providing municipal legal services to public agencies throughout California, with demonstrated expertise in municipal law, land use and planning, California Environmental Quality Act (CEQA) compliance, water and infrastructure matters, personnel and labor law, and general municipal governance. This depth of experience positions the firm to effectively support the City's operational, regulatory, and policy objectives and provide responsive, high-quality legal services.

Under the proposed agreement, Griswold LaSalle will serve as the City's legal counsel and provide a full range of municipal legal services, including attendance at City Council meetings, legal advice on day-to-day operations, preparation and review of legal documents, and support for special projects and litigation matters as needed. Services are structured as a team-based approach, with Megan N. Crouch serving as the primary City Attorney and

additional attorneys and staff supporting City matters as necessary to ensure responsiveness and continuity of service.

Services under the agreement are categorized as “Included Services” and “Not Included Services.” Included Services encompass routine legal support for City operations and are covered under a flat monthly fee. Not Included Services consist of specialized, complex, or non-routine legal matters and are billed separately at established hourly rates. The agreement provides flexibility for the City and the Contractor to determine the appropriate classification of services when needed.

Compensation under the draft agreement includes a flat fee of \$25,000 per month for Included Services, with additional hourly charges for Not Included Services. Hourly rates range from \$205 to \$300 for attorneys, with lower rates for paraprofessional and clerical support. The base annual cost for Included Services is approximately \$300,000; however, total annual costs may vary depending on the level of Not Included Services required. The agreement also includes an annual adjustment based on the Consumer Price Index (CPI-U), with a minimum increase of 3% beginning July 1, 2027.

The agreement is structured as an at-will contract and may be terminated by either party without cause, providing flexibility to respond to the City’s future legal service needs.

Funding for City Attorney services will be allocated across multiple funding sources, including the General Fund, Risk Management Fund, and proportional cost allocations to Enterprise Funds, consistent with how legal services support citywide operations.

The adopted FY 2025–26 City Attorney budget is \$200,000. Year-to-date and projected expenditures through April 8, 2026, total \$136,500. With the new agreement at \$25,000 per month effective April 9, 2026, the remainder of the fiscal year is estimated at approximately \$70,000, bringing the total projected FY cost to \$206,500, slightly above the adopted budget by \$6,500. To ensure sufficient appropriation through the fiscal year-end, staff recommends a budget amendment of \$6,500.

RECOMMENDATION:

That the City Council:

1. Approve termination of the Amended Legal Services Agreement with McCormick Kabot & Lew effective April 8, 2026;
2. Approve the Agreement with Griswold LaSalle for City Attorney services, effective April 9, 2026, and authorize the Mayor to execute the agreement and any related documents necessary to effectuate the agreement; and

3. Approve a budget amendment not to exceed \$6,500 for FY 2025-26 City Attorney services to ensure sufficient budgeted funds through the fiscal year-end.

ATTACHMENTS: 1. Draft Agreement

Appropriated/Funded:

Review By:

Department Director:
Richard Tree, City Manager

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

**CITY OF PORTERVILLE
FLAT FEE AGREEMENT FOR PROFESSIONAL LEGAL SERVICES**

THIS AGREEMENT is made effective as of the 9th day of April, 2026, by and between City of Porterville (hereinafter "City") and Griswold, LaSalle, Cobb, Dowd & Gin, LLP (hereinafter "Contractor") for legal services to be provided as the Porterville City Attorney.

RECITALS

WHEREAS, City requires legal services on an ongoing basis by its designated City Attorney;

WHEREAS, Contractor is qualified pursuant to the Government Code Section 41801 et seq. to perform such ongoing legal services;

NOW, THEREFORE, CITY AND CONTRACTOR MUTUALLY AGREE PURSUANT TO THE TERMS, COVENANTS AND CONDITIONS INDICATED HEREIN AS FOLLOWS:

1. Recitals.

The recitals hereinabove set forth are by virtue of this reference incorporated herein as though the same were set forth fully at this point.

2. Scope of Services

The Contractor shall provide legal services as requested by the City and will keep City informed of significant developments in those matters. All of the services to be provided by Contractor to City under this Agreement shall be labeled for billing purposes as **"Included Services"** and **"Not Included Services."** Both the Included Services and the Not Included Services shall sometimes be collectively referred to herein as **"Services."** The Included Services shall generally include legal issues surrounding those activities listed in Exhibit "A" attached hereto and made a part hereof. As part of the Included Services, Contractor will attend all meetings as required or needed.

The Not Included Services shall include those activities listed in Exhibit "B" attached hereto and made a part hereof.

The parties agree that they will discuss any services that do not specifically fall into either category to determine whether the service in question should be designated Included Services or Not Included Services for the purpose of billing under the flat fee amount.

Contractor will not represent City on matters to be handled by a Risk Management Authority or other insurance carrier unless specifically requested.

The primary Attorney providing Services for the City shall be Megan N. Crouch. Attorney Mario Zamora may assist and all personnel at the Firm may provide services on City matters when necessary.

City acknowledges and it is aware that Services are provided by Contractor on a team basis and that all members and staff of Contractor may and will be providing such Services when necessary.

3. Compensation

Fees for Included Services will be billed at a flat fee of twenty-five thousand dollars (\$25,000) per month and Not Included Services will be billed at Contractor's hourly rates in addition to the flat fee. Hourly rates for the Not Included Services range from two hundred and five dollars to three hundred dollars (\$205 - \$300/hour) depending on the attorney, one hundred fifty per hour (\$150/hour) for paraprofessionals and seventy-five dollars per hour (\$75/hour) for clerical staff. All hourly rates are subject to change, however the flat fee shall remain the same unless changed by agreement or by inflation as described below.

Each invoice, whether for Included Services or Not Included Services, shall include a description of services rendered, to which department the services were so rendered, date of service and the charges according to the agreed upon method. Accounts will be payable by check or ACH and will be due by the 25th of every month.

The flat rate shall increase by the CPI-U index every July 1 beginning in 2027, but not less three percent (3%).

The City Council for City agrees that beyond an inflationary adjustment, they and City Manager will meet to discuss an adjustment of the current flat fee in January 2027 to determine whether the hourly requirements are exceeding the monthly flat fee.

Any partial months of service will be billed at a pro rata rate. Example: Rate = (business days from 26th of the previous month / total business days from 26th of the month to the 25th of the following month) x Flat Fee e.g. (13/22) x \$25,000 = \$14,772.72.

4. Modification and Termination Without Cause

This Agreement may be modified only by a written amendment signed by the parties. This Agreement is an at-will contract that may be terminated by City or Contractor at any time, without cause subject to the obligations of Contractor as an attorney under the California Rules of Professional Conduct.

Following termination, Contractor shall turn over to the City all completed deliverables and then shall be reimbursed for all expenditures made in good faith that are due and unpaid at the time of termination.

5. Warranty

City relies upon Contractor's professional ability and training as a material inducement to enter into this Agreement. Contractor warrants that it will perform its work according to generally accepted professional practices and standards and the requirements of applicable

federal, state and local laws. City's acceptance of Contractor's work shall not constitute a waiver or release of Contractor from professional responsibility.

Contractor further warrants that it possesses current valid appropriate licensure, including, but not limited to, driver's license, professional license, or permits, required to perform the work under this Agreement.

6. Independent Contractor

Contractor is an independent contractor and not an agent, officer or employee of City. The parties mutually understand that this Agreement is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association.

Contractor shall have no claim against City for employee rights or benefits including, but not limited to seniority, vacation time, vacation pay, sick leave, personal time off, overtime, medical, dental or hospital benefits, retirement benefits, Social Security, disability, Workers' Compensation, unemployment insurance benefits, civil service protection, disability retirement benefits, paid holidays or other paid leaves of absence.

Contractor is solely obligated to pay all applicable taxes, deductions and other obligations including, but not limited to, federal and state income taxes, withholding, Social Security, unemployment, disability insurance, Workers' Compensation and Medicare payments.

As an independent contractor, Contractor is not subject to the direction and control of City except as to the final result contracted for under this Agreement. City may not require Contractor to change its manner of doing business, but may require redirection of efforts to fulfill this Agreement.

Contractor may provide services to others during the same period Contractor provides service to City under this Agreement.

Any persons employed by Contractor shall be under Contractor's exclusive direction, supervision and control. Contractor shall determine all conditions of employment including hours, wages, working conditions, discipline, hiring and discharging or any other condition of employment.

As an independent contractor, Contractor shall indemnify and hold City harmless from any claims that may be made against City based on any contention by a third party that an employer-employee relationship exists under this Agreement.

Contractor, with full knowledge and understanding of the foregoing, freely, knowingly, willingly and voluntarily waives the right to assert any claim to any right or benefit or term or condition of employment insofar as the same may be related to or arise from compensation paid hereunder.

7. Responsibilities of Contractor

Contractor possesses the requisite skills necessary to perform the work under this Agreement and City relies upon such skills. Contractor pledges to perform its work skillfully and professionally. City's acceptance of Contractor's work does not constitute a release of Contractor from its professional responsibility

Contractor verifies that it has reviewed the scope of work to be performed under this Agreement and agrees that in its professional judgment, the work can and shall be completed for costs in accordance with the provisions of this Agreement.

8. Indemnification.

Contractor agrees to indemnify, defend and hold harmless the City and its officials, officers, employees, agents and volunteers from and against all claims and any and all attorneys' fees and other expenses which City or its officials, officers, employees, agents or volunteers may sustain or incur as a consequence of or in any way related to Contractor's negligence or its failure to perform or comply with any of its obligations or responsibilities contained in this Agreement. This indemnification shall survive the termination of this Agreement.

9. Insurance

Contractor agrees to carry errors and omissions insurance that provides not less than \$1,000,000.00 in coverage per claim, and aggregate coverage of not less than \$1,000,000.00.

Contractor and/or its attorneys shall carry Auto Liability in the amount of \$1,000,000.00 combined single limit (CSL) per accident.

Contractor agrees to carry workers' compensation and employer's liability insurance in accordance with the California Labor Code and employer's liability limits as required by law. The insurer shall agree to waive all rights of subrogation against the City, its officials, employees, and agents for losses arising from work performance by the Contractor for the City.

10. Drug Free Workplace

Contractor warrants that it is knowledgeable of Government Code section 8350 et seq. regarding a drug free workplace and shall abide by and implement its statutory requirements.

11. Nondiscrimination

In rendering services under this Agreement, Contractor shall comply with all applicable federal, state and local laws, rules and regulations and shall not discriminate based on age, ancestry, color, gender, marital status, medical condition, national origin, physical or mental disability, race, religion or sexual orientation.

Further, Contractor shall not discriminate against its employees, which includes, but is not limited to, employment upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.

12. Subcontractor and Assignment.

Services under this Agreement are deemed to be personal services. Contractor shall not subcontract any work under this Agreement nor assign this Agreement or monies due without the prior written consent of the City Manager, the departmental contract manager, department head or his or her designee subject to any required state or federal approval.

Assignment by Contractor of any monies due shall not constitute an assignment of the Agreement.

13. Notice

Any notice necessary to the performance of this Agreement shall be given in writing by personal delivery or by prepaid first-class mail addressed as follows:

City:

City Manager
City of Porterville
291 N Main St,
Porterville, CA 93257

Contractor:

Managing Partner
Griswold, LaSalle, Cobb, Dowd & Gin LLP
111 E. 7th Street
Hanford, CA 93230

If notice is given by personal delivery or electronic transmission, notice is effective as of the date of delivery. If notice is given by mail, notice is effective as of three days following the date of mailing or the date of delivery reflected upon a return receipt, whichever occurs first.

14. Choice of Law

The parties have executed and delivered this agreement in the County of Tulare, State of California. The laws of the State of California shall govern the validity, enforceability, or interpretation of this Agreement. Tulare County shall be the venue for any action or proceeding, in law or equity that may be brought in connection with this Agreement. Contractor hereby waives any rights it may possess under Section 394 of the Code of Civil Procedure to transfer to a neutral county or other venue any action arising out of this Agreement.

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15. Severability

If any of the provisions of this Agreement is found to be unenforceable, the remainder shall be enforced as fully as possible and the unenforceable provision shall be deemed modified to the limited extent required to permit enforcement of the Agreement as a whole.

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

CITY OF PORTERVILLE

GRISWOLD, LASALLE, COBB, DOWD & GIN,
LLP

By: _____
Greg Meister, Mayor

By: _____
Mario U. Zamora,
Managing Partner

ATTEST:

City Clerk

Exhibit “A”

Included Services

All day-to-day interaction, memorandums, legal research, meetings, contract review, and travel for all city departments including:

1. Finance Department
2. HR labor relations
3. Police Department; including subpoena and Pitchess Motion issues
4. Public Works
5. City Council
6. Economic Development
7. City clerk
8. Engineering
9. Fire Department
10. Parks & Recreation

Exhibit "B"

Not Included Services

1. All litigation handled by our office, including employment appeals beyond *Skelly* hearings.
2. Environmental or real estate transactions (above and beyond normal review of items stated in Exhibit "A")
3. Election and Redistricting related legal services
4. Cannabis related issues
5. Cybersecurity/ IT related issues
6. General Plan Amendment Review (above and beyond normal review of items stated in Exhibit "A")
7. Any other irregular legal services as shall be designated by the City Manager

All of the above are billed at our normal and customary hourly rates plus costs.