**CITY OF PORTERVILLE - CITY COUNCIL AGENDA**
**CITY HALL, 291 N. MAIN STREET**
**PORTERVILLE, CALIFORNIA**
**APRIL 21, 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: Colton Phillips. Agency claimed against: City of Porterville.

**3** - Government Code Section 54956.9(d) (2) – Conference with Legal Counsel – Anticipated Litigation – Significant Exposure to Litigation: One Case in which facts are not yet known to potential plaintiff.

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

Pledge of Allegiance Led by Council Member Beltran

Invocation

**COUNCIL COMMENTS**

**PRESENTATIONS**

National Junior Basketball Team Recognition

**REPORTS**

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

I. City Commission and Committee Meetings

1. Animal Control Commission - April 9, 2026
2. Library & Literacy Commission - April 14, 2026

II. Staff Informational Reports

1. Community Engagement and Upcoming Budget Meetings
2. 2025 Housing Element Annual Progress Report (APR)
3. 2025 General Plan Annual Progress Report (APR)

**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 April 7, 2026.

**2. Authorization to Purchase Semi-Truck**
Re: Consider and authorize the purchase of one semi-truck for the Streets Division from Coast Counties Truck & Equipment in an amount not to exceed $174,503.82.

3. **Authorization to Issue a Request for Qualifications for On-Call Permit Plan Review and Building Inspection Services**
   Re: Council to consider the issuance of a Request for Qualifications to establish an on-call list for permit plan review and building inspection services.

4. **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.

5. **Authorization to Approve Contract Amendment No. 2 with Provost & Pritchard for the Comprehensive Development Ordinance Update**
   Re: Consideration to approve Contract Amendment No. 2 with Provost & Pritchard for the Comprehensive Development Ordinance Update in an amount not to exceed $51,000.

6. **Authorization to Negotiate a Consultant Services Agreement for the Santa Fe Sportsplex Project**
   Re: Consider the authorization for staff to negotiate a Consultant Services Agreement with Peters Engineering for the Santa Fe Sportsplex Project, and authorize negotiations with MDG and Verde Design if an agreement cannot be reached.

7. **Authorization to Approve a 24-Month Extension of Time for the Crestview Park Residential Development Project Vesting Tentative Subdivision Map**
   Re: Considering adoption of a resolution approving a 24-month extension of time for the Crestview Park Residential Development Project Vesting Tentative Subdivision Map.

8. **Authorization to Perform Inspection and Cleaning of Water Storage Reservoirs**
   Re: Consider and authorize the inspection and cleaning of the City's seven potable water storage reservoirs by Inland Potable Services Inc. in an amount not to exceed $24,750.

9. **Authorize the suspension of transit fares on April 22, 2026, in recognition of Earth Day.**
   Re: Consider the suspension of transit fares on April 22, 2026, in recognition of Earth Day.

10. **Authorization to Enter into a Memorandum of Understanding with Porterville Adult Day Health Care for Coordinated Transportation Services**
    Re: Consider a Memorandum of Understanding with Porterville Adult Day Health Care for coordinated transportation services

11. **Approval of Community Civic Event — Parenting Network "Grilling with Families" Event**
    Re: Consideration to approve the Community Civic Event Application submitted by Parenting Network for the "Grilling with Families" event on Saturday, June 13, 2026, at Zalud Park from 11:00 a.m. to 1:00 p.m.

12. **Approval of Community Civic Event Application — Comisión Honorífica Mexicana Americana "Annual Cinco de Mayo Parade and Sunday Fiesta" Event**
    Re: Consideration to approve the Community Civic Event Application submitted by Comisión Honorífica Mexicana Americana, Inc. for the Annual Cinco de Mayo Parade on Saturday, May 2, 2026, on Main Street from 10:00 a.m. to 12:00 p.m., and the Sunday Fiesta on Sunday, May 3, 2026, at Veterans Park from 10:00 a.m. to 7:00 p.m.

13. **Approval of Community Civic Event — Tulare County Junior Livestock Show and Community Fair "Porterville Fair" Event**
Re: Consideration to approve the Community Civic Event Application submitted by the Tulare County Junior Livestock Show and Community Fair for the Porterville Fair event from May 13 to May 17, 2026.

14. **Consideration of Proposed Enhancements to the 45th Annual Flag Day Ceremony**
Re: Consideration of a request by the Mayor to place proposed enhancements to the 45th Annual Flag Day Ceremony on the May 5, 2026 City Council agenda under Scheduled Matters, including additional community activities with an estimated cost of $15,000.

15. **Authorization to Schedule a Public Hearing for the AB 2561 Vacancy Report**
Re: Consideration to authorize staff to schedule a public hearing on May 5, 2026, to present the vacancy report in compliance with AB 2561.

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

**PUBLIC HEARINGS**

16. **Approval of the 2026/2027 Community Development Block Grant (CDBG) Action Plan**
Re: Consider a resolution approving the 2026/2027 Community Development Block Grant (CDBG) Action Plan and authorize its submission to the U.S. Department of Housing and Urban Development (HUD).

17. **Amendment to Porterville Development Ordinance Article 307 Relating to Nonconforming Uses, Structures, and Lots**
Re: Conduct a public hearing and consider the first reading of an ordinance amending Article 307 of the Porterville Development Ordinance related to nonconforming uses, structures, and lots.

18. **Adoption of an Ordinance for Expedited Permitting of Electric Vehicle Charging Systems**
Re: Conduct a public hearing and consider the first reading of an ordinance establishing expedited permitting for electric vehicle charging systems.

**SCHEDULED MATTERS**

19. **Adoption of Resolution Authorizing Individual Employment Agreements for the Positions of Deputy City Manager, Assistant City Manager, and Department Directors**
Re: Consideration of a Resolution adopting a policy authorizing individual employment agreements for the positions of Deputy City Manager, Assistant City Manager, and Department Directors.

20. **Authorize Advertisement of a Request for Proposals for Solid Waste, Recycling, and Organics Services**
Re: Consider and authorize advertisement of a Request for Proposals (RFP) for Solid Waste, Recycling, and Organics Services, and direct staff to return to the City Council with an evaluation of service delivery options and a recommendation.

**AB 1234 REPORTS**

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

1. Tulare County Task Force on Homelessness - April 15, 2026
2. Washington D.C. Trip - April 14 - 17, 2026
3. Tulare County Association of Governments/ Transportation Planning Agency (TCAG) - April 20, 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 May 5, 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.

SUBJECT: 1. Community Engagement and Upcoming Budget Meetings

SOURCE: City Manager's Office

COMMENT: As part of the City's ongoing commitment to transparency, accountability, and community engagement, staff has scheduled a series of public meetings to support the development of the Fiscal Year 2026–2027 budget.

Over the past year, the City has taken meaningful steps to improve public access to financial information and increase community involvement in the budget process. Building on these efforts, the following meetings are intended to provide residents with opportunities to learn about the City's financial structure, engage directly with staff, and provide input on community priorities.

**April 22, 2026 – Community Budget Workshop**

Staff will host a community meeting focused on municipal budgeting, including an overview of revenue sources and expenditures. Department Directors will be available to interact with residents and answer questions related to their respective operations. The meeting will also include a question-and-answer session. The purpose of this workshop is to improve public understanding of the City's budget and to receive feedback on community priorities.

**April 28, 2026 – Special City Council Meeting (Capital Improvement Projects)**

A Special City Council meeting will be held to present the City's proposed Capital Improvement Projects (CIP) for the upcoming fiscal year. This meeting will provide an opportunity for the community to offer public comment directly to the City Council regarding proposed capital projects and infrastructure priorities.

**May 12, 2026 – Special City Council Meeting (Preliminary Budget Presentation)**

Staff will present the preliminary Fiscal Year 2026–2027 budget to the City Council and community. The purpose of this meeting is to receive feedback and direction from the City Council and the public. Staff will also present budget reduction strategies and cost-saving measures for City Council consideration.

These meetings are designed to ensure that the budget development process is open, collaborative, and informed by community input. Feedback received will be considered as staff refines the proposed budget for formal adoption. This approach reflects the City's commitment to building trust through transparency

and ensuring that community input plays a meaningful role in shaping the City's financial priorities.

RECOMMENDATION: This is an informational report only.

ATTACHMENTS:

Appropriated/Funded:

Review By:

Department Director:
Richard Tree, City Manager

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

SUBJECT: 2. 2025 Housing Element Annual Progress Report (APR)

SOURCE: Community Development

COMMENT: Pursuant to Government Code Section 65400(a)(2), the City is required to prepare and submit an annual report on the status and progress of implementing its Housing Element. The 2025 Housing Element Annual Progress Report (APR) covers the period of January 1, 2025 through December 31, 2025 and has been submitted to the California Department of Housing and Community Development (HCD) and the Governor's Office of Planning and Research (OPR) for review.

The City Council adopted and HCD certified the City of Porterville's 2023–2031 (6th Cycle) Housing Element in early 2026. The Housing Element establishes policies, programs, and quantified housing production goals to accommodate the City's Regional Housing Needs Allocation (RHNA).

**2025 Housing Activity Summary:**

- 190 new housing units constructed
- 151 housing units entitled
- 62 units proposed through development applications
- 5 low-income units approved

The City's total RHNA allocation for the current planning cycle is 4,064 housing units. While the City has made measurable progress toward this obligation, a significant portion of the RHNA remains to be met, particularly within lower-income housing categories.

Housing production in 2025 was primarily concentrated in above moderate-income units. No deed-restricted affordable housing units were constructed during the reporting period. The City continues to implement Housing Element programs and pursue opportunities to facilitate affordable housing development through partnerships, regulatory updates, and available funding sources.

The City is currently working with developers on several proposed residential projects at various stages of review, which are anticipated to contribute to future housing production across multiple income levels. These efforts, along

with continued implementation of Housing Element programs, are expected to support ongoing progress toward meeting the City's RHNA obligations.

In addition to tracking housing production, the APR provides an update on the implementation status of Housing Element programs. The City has made progress on several ongoing efforts, including regional coordination, housing preservation, and support programs. However, certain programs remain in early or initial stages of implementation and will continue to be advanced over the planning period.

This report fulfills the City's annual reporting requirement and provides a snapshot of local housing activity and progress toward long-term housing goals.

RECOMMENDATION: That the City Council receive and file the 2025 Housing Element Annual Progress Report.

ATTACHMENTS: 1. Porterville 2025 Housing Element Report

Appropriated/Funded:

Review By:

Department Director:
Claudia Calderon, Community Development Director

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

## Please Start Here

| General Information | |
|---|---|
| Jurisidiction Name | Porterville |
| Reporting Calendar Year | 2025 |
| **Contact Information** | |
| First Name | Luisa |
| Last Name | Zavala |
| Title | Economic Development & Housing Manager |
| Email | lzavala@ci.porterville.ca.us |
| Phone | 5597827499 |
| **Mailing Address** | |
| Street Address | 291 N. Main Street |
| City | Porterville |
| Zipcode | 93257 |

**Optional:** Click here to import last year's data. This is best used when the workbook is new and empty. You will be prompted to pick an old workbook to import from. Project and program data will be copied exactly how it was entered in last year's form and must be updated. If a project is no longer has any reportable activity, you may delete the project by selecting a cell in the row and typing ctrl + d.

Click here to download APR Instructions

Click here to add rows to a table. If you add too many rows, you may select a cell in the row you wish to remove and type ctrl + d.

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**Optional:** This runs a macro which checks to ensure all required fields are filled out. The macro will create two files saved in the same directory this APR file is saved in. One file will be a copy of the APR with highlighted cells which require information. The other file will be list of the problematic cells, along with a description of the nature of the error.

**Optional:** Save before running. This copies data on Table A2, and creates another workbook with the table split across 4 tabs, each of which can fit onto a single page for easier printing. Running this macro will remove the comments on the column headers, which contain the instructions. Do not save the APR file after running in order to preserve comments once it is

**Optional:** This macro identifies dates entered that occurred outside of the reporting year. RHNA credit is only given for building permits issued during the reporting year.

**Link to the online system:** https://hcd.my.site.com/hcdconnect

Toggles formatting that turns cells green/yellow/red based on data validation rules.

**Submittal Instructions**

**Please save your file as Jurisdictionname2025 (no spaces).** Example: the City of San Luis Obispo would save their file as SanLuisObispo2025

Housing Element Annual Progress Reports (APRs) forms and tables must be submitted to HCD and the Governor's Office of Planning and Research (OPR) on or before April 1 of each year for the prior calendar year; submit separate reports directly to both HCD and OPR pursuant to Government Code section 65400. There are two options for submitting APRs:

1. **Online Annual Progress Reporting System - Please see the link to the online system to the left.** This allows you to upload the completed APR form into directly into HCD's database limiting the risk of errors. If you would like to use the online system, email APR@hcd.ca.gov and HCD will send you the login information for your jurisdiction. *Please note: Using the online system only provides the information to HCD. The APR must still be submitted to OPR. Their email address is opr.apr@opr.ca.gov.*

2. **Email -** If you prefer to submit via email, you can complete the excel Annual Progress Report forms and submit to HCD at APR@hcd.ca.gov and to OPR at opr.apr@opr.ca.gov. Please send the Excel workbook, not a scanned or PDF copy of the tables.

| | | |
|---|---|---|
| **Jurisdiction** | Porterville | |
| **Reporting Year** | 2025 | (Jan. 1 - Dec. 31) |
| **Housing Element Planning Period** | 6th Cycle | 12/31/2023 - 12/31/2031 |

| **Building Permits Issued by Affordability Summary** | | |
|---|---|---|
| **Income Level** | | **Current Year** |
| Acutely Low | Deed Restricted | 0 |
| | Non-Deed Restricted | 0 |
| Extremely Low | Deed Restricted | 0 |
| | Non-Deed Restricted | 0 |
| Very Low | Deed Restricted | 0 |
| | Non-Deed Restricted | 1 |
| Low | Deed Restricted | 0 |
| | Non-Deed Restricted | 12 |
| Moderate | Deed Restricted | 0 |
| | Non-Deed Restricted | 16 |
| Above Moderate | | 161 |
| Total Units | | **190** |

| **Units by Structure Type** | **Entitled** | **Permitted** | **Completed** |
|---|---|---|---|
| Single-family Attached | 0 | 0 | 0 |
| Single-family Detached | 135 | 161 | 120 |
| 2 to 4 units per structure | 0 | 2 | 1 |
| 5+ units per structure | 0 | 0 | 0 |
| Accessory Dwelling Unit | 16 | 27 | 7 |
| Mobile/Manufactured Home | 0 | 0 | 0 |
| **Total** | **151** | **190** | **128** |

| **Infill Housing Developments and Infill Units Permitted** | **# of Projects** | **Units** |
|---|---|---|
| Indicated as Infill | 190 | 190 |
| Not Indicated as Infill | 0 | 0 |

| **Housing Applications Summary** | |
|---|---|
| Total Housing Applications Submitted: | 21 |
| Number of Proposed Units in All Applications Received: | 62 |
| Total Housing Units Approved: | 2 |
| Total Housing Units Disapproved: | 0 |

| **Use of Streamlined Ministerial Approval Process or SMAP (formerly SB 35 / 423) - Applications** | |
|---|---|
| Number of SMAP Applications | 0 |
| Number of SMAP Applications Approved | 0 |

| **Units Constructed - SMAP (formerly SB 35 / 423) - Permits** | | | |
|---|---|---|---|
| **Income** | **Rental** | **Ownership** | **Total** |
| Acutely Low | 0 | 0 | 0 |
| Extremely Low | 0 | 0 | 0 |
| Very Low | 0 | 0 | 0 |
| Low | 0 | 0 | 0 |
| Moderate | 0 | 0 | 0 |
| Above Moderate | 0 | 0 | 0 |
| **Total** | **0** | **0** | **0** |

| **Streamlining Provisions Used - Permitted Units** | **# of Projects** | **Units** |
|---|---|---|
| SB 9 (2021) - Duplex in SF Zone | 0 | 0 |
| SB 9 (2021) - Residential Lot Split | 3 | 3 |
| AB 2011 (2022) | 0 | 0 |
| SB 6 (2022) | 0 | 0 |
| SMAP | 0 | 0 |

| **Ministerial and Discretionary Applications** | **# of** | **Units** |
|---|---|---|
| Ministerial | 0 | 0 |
| Discretionary | 21 | 62 |

| **Density Bonus Applications and Units Permitted** | |
|---|---|
| Number of Applications Submitted Requesting a Density Bonus | 0 |
| Number of Units in Applications Submitted Requesting a Density Bonus | 0 |
| Number of Projects Permitted with a Density Bonus | 0 |
| Number of Units in Projects Permitted with a Density Bonus | 0 |

| **Housing Element Programs Implemented and Sites Rezoned** | **Count** |
|---|---|
| Programs Implemented | 14 |
| Sites Rezoned to Accommodate the RHNA | 0 |

| | | |
|---|---|---|
| **Jurisdiction** | Porterville | |
| **Reporting Year** | 2025 | (Jan. 1 - Dec. 31) |

# ANNUAL ELEMENT PROGRESS REPORT
## Local Early Action Planning (LEAP) Reporting
(CCR Title 25 §6202)

*Please update the status of the proposed uses listed in the entity's application for funding and the corresponding impact on housing within the region or jurisdiction, as applicable, categorized based on the eligible uses specified in Section 50515.02 or 50515.03, as applicable.*

| **Total Award Amount** | $ - | *Total award amount is auto-populated based on amounts entered in rows 15-26.* |
|---|---|---|

| Task | $ Amount Awarded | $ Cumulative Reimbursement Requested | Task Status | Other Funding | Notes |
|---|---|---|---|---|---|
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*Summary of entitlements, building permits, and certificates of occupancy (auto-populated from Table A2)*

| Completed Entitlement Issued by Affordability Summary | | |
|---|---|---|
| **Income Level** | | **Current Year** |
| Acutely Low | Deed Restricted | 0 |
| | Non-Deed Restricted | 0 |
| Extremely Low | Deed Restricted | 0 |
| | Non-Deed Restricted | 0 |
| Very Low | Deed Restricted | 0 |
| | Non-Deed Restricted | 0 |
| Low | Deed Restricted | 0 |
| | Non-Deed Restricted | 5 |
| Moderate | Deed Restricted | 0 |
| | Non-Deed Restricted | 10 |
| Above Moderate | | 136 |
| Total Units | | **151** |

| Building Permits Issued by Affordability Summary | | |
|---|---|---|
| **Income Level** | | **Current Year** |
| Acutely Low | Deed Restricted | 0 |
| | Non-Deed Restricted | 0 |
| Extremely Low | Deed Restricted | 0 |
| | Non-Deed Restricted | 0 |
| Very Low | Deed Restricted | 0 |
| | Non-Deed Restricted | 1 |
| Low | Deed Restricted | 0 |

| | | |
|---|---|---|
| Low | Non-Deed Restricted | 12 |
| Moderate | Deed Restricted | 0 |
| | Non-Deed Restricted | 16 |
| Above Moderate | | 161 |
| Total Units | | **190** |

| Certificate of Occupancy Issued by Affordability Summary | | |
|---|---|---|
| **Income Level** | | **Current Year** |
| Acutely Low | Deed Restricted | 0 |
| | Non-Deed Restricted | 0 |
| Extremely Low | Deed Restricted | 0 |
| | Non-Deed Restricted | 0 |
| Very Low | Deed Restricted | 0 |
| | Non-Deed Restricted | 1 |
| Low | Deed Restricted | 0 |
| | Non-Deed Restricted | 3 |
| Moderate | Deed Restricted | 0 |
| | Non-Deed Restricted | 5 |
| Above Moderate | | 119 |
| Total Units | | **128** |

| | |
|---|---|
| **Jurisdiction** | Porterville |
| **Reporting Year** | 2025 (Jan. 1 - Dec. 31) |
| **Planning Period** | 6th Cycle 12/31/2023 - 12/31/2031 |

**ANNUAL ELEMENT PROGRESS REPORT**

**Housing Element Implementation**

**Note: "+" indicates an optional field**

Cells in grey contain auto-calculation formulas

# Table A
## Housing Development Applications Submitted

| Project Identifier | | | | | Unit Types | | Date Application Submitted | Proposed Units - Affordability by Household Incomes | | | | | | | | | | | Total Approved Units by Project | Total Disapproved Units by Project | Streamlining | Historic Sites | Density Bonus Law Applications | | Application Status | Project Type | Notes |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 1 | | | | | 2 | 3 | 4 | 5 | | | | | | | | | | 6 | 7 | 8 | 9 | 10 | 11 | | 12 | 13 | 14 |
| Prior APN+ | Current APN | Street Address | Project Name+ | Local Jurisdiction Tracking ID | Unit Category (SFA,SFD,2 to 4,5+,ADU,MH) | Tenure R=Renter O=Owner | Date Application Submitted (see instructions) | Acutely Low-Income Deed Restricted | Acutely Low-Income Non Deed Restricted | Extremely Low-Income Deed Restricted | Extremely Low-Income Non Deed Restricted | Very Low-Income Deed Restricted | Very Low-Income Non Deed Restricted | Low-Income Deed Restricted | Low-Income Non Deed Restricted | Moderate-Income Deed Restricted | Moderate-Income Non Deed Restricted | Above Moderate-Income | Total PROPOSED Units by Project | Total APPROVED Units by project | Total DISAPPROVED Units by Project | Please select state streamlining provision/s the application was submitted pursuant to. | Is this project located on a site with an associated historical designation as outlined in Government Code Section 65400(a)(2)(N) and reported on Table L? | Did the housing development application seek incentives or concessions pursuant to Government Code section 65915? | Were incentives or concessions requested pursuant to Government Code section 65915 approved? | Please indicate the status of the application. | Is the project considered a ministerial project or discretionary project? | Notes+ |
| Summary Row: Start Data Entry Below | | | | | | | | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 6 | 0 | 9 | 47 | 62 | 2 | 0 | | | | | | | |
| | | | | | | | | | | | | | | | | | | | 0 | | | | | | | | | |
| | | | | | | | | | | | | | | | | | | | 0 | | | | | | | | | |
| | | | | | | | | | | | | | | | | | | | 0 | | | | | | | | | |
| | 261-060-057 | 142 E VANDALIA AVE Unit: UNITS A-D PORTERVILLE, CA 93257 | | BLDR0525-1946 | 2 to 4 | R | 5/2/2025 | | | | | | | | | | | 4 | 4 | | | NONE | No | No | N/A | Pending | Discretionary | |
| | 269-022-008 | 885 S CHESS TERRACE ST Unit: B Porterville, CA 93257 | | BLDR0725-2009 | ADU | R | 7/18/2025 | | | | | | | | 1 | | | | 1 | | | NONE | No | No | N/A | Pending | Discretionary | |
| | 261-093-018 | 379 S B ST Unit: C PORTERVILLE, CA 93257 | | BLDR0825-2057 | ADU | R | 8/25/2025 | | | | | | | | | | 1 | | 1 | | | NONE | No | No | N/A | Pending | Discretionary | |
| | n/a | Bareng VTSM (on Pioneer Ave ) | | LAND-000043-2025 | SFD | O | 1/27/2025 | | | | | | | | | | | 10 | 10 | | | NONE | No | No | N/A | Pending | Discretionary | Tentative Tract Map |
| | n/a | W Linda Vista & N Newcomb | | LAND-000052-2025 | SFD | O | 10/15/2025 | | | | | | | | | | | 30 | 30 | | | NONE | No | No | N/A | Pending | Discretionary | Tentative Tract Map |
| | 269-071-011 | 1538 S KESSING ST PORTERVILLE, CA 93257 | | BLDR0125-1799 | ADU | R | 1/3/2025 | | | | | | | | | | 1 | | 1 | | | NONE | No | No | N/A | Pending | Discretionary | |
| | 261-060-056 | 187 S LOMBARDI ST Unit: UNIT B PORTERVILLE, CA 93257 | | BLDR0225-1830 | ADU | R | 2/7/2025 | | | | | | | | | | 1 | | 1 | | | NONE | No | No | N/A | Pending | Discretionary | |
| | 247-272-007 | 634 W THETA AVE Unit: UNIT B PORTERVILLE, CA 93257 | | BLDR0225-1834 | ADU | R | 2/11/2025 | | | | | | | | | | 1 | | 1 | | | NONE | No | No | N/A | Pending | Discretionary | |
| | 253-142-007 | 297 N ROCHE ST Unit: UNIT B PORTERVILLE, CA 93257 | | BLDR0325-1867 | ADU | R | 3/11/2025 | | | | | | | | | | 1 | | 1 | | | NONE | No | No | N/A | Pending | Discretionary | |
| | 245-060-033 | 1860 W HENDERSON AVE Unit: UNIT B PORTERVILLE, CA 93257 | | BLDR0625-1965 | ADU | R | 5/23/2025 | | | | | | | | 1 | | | | 1 | 1 | | NONE | No | No | N/A | Approved | Discretionary | |
| | 259-400-071 | 1840 W DATE AVE Unit: UNIT B PORTERVILLE, CA 93257 | | BLDR0525-1949 | ADU | R | 5/23/2025 | | | | | | | | | | | 1 | 1 | | | NONE | No | No | N/A | Pending | Discretionary | |
| | 252-313-028 | 276 N COTTAGE ST Unit: Unit B PORTERVILLE, CA 93257 | | BLDR0625-1966 | ADU | R | 6/5/2025 | | | | | | | | | | | 1 | 1 | 1 | | NONE | No | No | N/A | Approved | Discretionary | |
| | 260-160-030 | 456 W CENTER AVE Unit: UNIT B PORTERVILLE, CA 93257 | | BLDR0325-1887 | ADU | R | 3/3/2022 | | | | | | | | 1 | | | | 1 | | | NONE | No | No | N/A | Pending | Discretionary | |
| | 261-060-057 | 142 E VANDALIA AVE Unit: UNITS A-D PORTERVILLE, CA 93257 | | BLDR0525-1946 | ADU | R | 5/2/2025 | | | | | | | | | | | 1 | 1 | | | NONE | No | No | N/A | Pending | Discretionary | |
| | 260-174-002 | 303 S F ST Unit: UNIT B PORTERVILLE, CA 93257 | | BLDR0125-1798 | ADU | R | 1/22/2025 | | | | | | | | | | 1 | | 1 | | | NONE | No | No | N/A | Pending | Discretionary | |
| | 260-174-002 | 210 N WALCH ST Unit: UNIT B PORTERVILLE, CA 93257 | | BLDR0525-1954 | ADU | R | 5/30/2025 | | | | | | | | | | 1 | | 1 | | | NONE | No | No | N/A | Pending | Discretionary | |
| | 269-022-008 | 885 S CHESS TERRACE ST Unit: B Porterville, CA 93257 | | BLDR0725-2009 | ADU | R | 7/18/2025 | | | | | | | | 1 | | | | 1 | | | NONE | No | No | N/A | Pending | Discretionary | |

| | | | | | | | | | | | | | | | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | 251-311-010 | 255 N LOTAS ST Unit: UNIT B PORTERVILLE, CA 93257 | | BLDR0425-1909 | ADU | R | 4/11/2025 | | | | | | | | 1 | | | | 1 | | | NONE | No | No | N/A | Pending | Discretionary | |
| | 261-093-018 | 379 S B ST Unit: C PORTERVILLE, CA 93257 | | BLDR0825-2057 | ADU | R | 8/25/2025 | | | | | | | | | | 1 | | 1 | | | NONE | No | No | N/A | Pending | Discretionary | |
| | 251-193-018 | 828 W TOMAH AVE Unit: UNIT B PORTERVILLE, CA 93257 | | BLDR0825-2042 | ADU | R | 8/13/2025 | | | | | | | | 1 | | | | 1 | | | NONE | No | No | N/A | Pending | Discretionary | |
| | 259-160-045 | 1056 W FOREST AVE Unit: UNIT B PORTERVILLE, CA 93257 | | BLDR0925-2087 | ADU | R | 9/24/2025 | | | | | | | | | | 1 | | 1 | | | NONE | No | No | N/A | Pending | Discretionary | |
| | 259-160-045 | 37 S ATKINS ST Unit: UNIT C PORTERVILLE, CA 93257 | | BLDR0925-2078 | ADU | R | 9/19/2025 | | | | | | | | 1 | | | | 1 | | | NONE | No | No | N/A | Pending | Discretionary | |

| | |
|---|---|
| Jurisdiction | Porterville |
| Reporting Year | 2025 (Jan. 1 - Dec. 31) |
| Planning Period | 6th Cycle 10/31/2023 - 10/31/2031 |

# ANNUAL ELEMENT PROGRESS REPORT
## Housing Element Implementation

Note: "+" indicates an optional field

Cells in grey contain auto-calculation formulas

Table A2

Annual Building Activity Report Summary - New Construction, Entitled, Permits and Completed Units

| Project Identifier | | | | | Unit Types | | Affordability by Household Incomes - Completed Entitlement | | | | | | | | | | | Affordability by Household Incomes - Building Permits | | | | | | | | | | | Affordability by Household Incomes - Certificates of Occupancy | | | | | | | | | | | Streamlining | Historic Site | Infill | Housing with Financial Assistance and/or Deed Restrictions | | Housing without Financial Assistance or Deed Restrictions | Term of Affordability or Deed Restriction | Demolished/Destroyed Units | | | Density Bonus | | | | | Notes |
|---|---|---

| Jurisdiction | Porterville |
|---|---|
| Reporting Year | 2025 (Jan. 1 - Dec. 31) |
| Planning Period | 6th Cycle 10/31/2023 - 10/31/2031 |

# ANNUAL ELEMENT PROGRESS REPORT
## Housing Element Implementation

Note: "+" indicates an optional field

Cells in grey contain auto-calculation formulas

| 1/1/ Prior | 1/2/ Cycle | 1/3/ Jurisdiction_name | 1/4/ Name | 1/5/ APN | 1/6/ Unit Type | 1/7/ Tenure | 2/ # Jan/Dec | 2/ # Jan/Mar | 2/ # Jan/Jun | 2/ # Jan/Sep | 2/ # Apr/Dec | 2/ # Apr/Mar | 2/ # Apr/Jun | 2/ # Apr/Sep | 2/ # Jul/Dec | 2/ # Jul/Mar | 2/ # Jul/Jun | 2/ # Jul/Sep | 2/ # Oct/Dec | 2/ # Oct/Mar | 2/ # Oct/Jun | 2/ # Oct/Sep | 2/ # Multiple | 2/ # Above | 3/ Date | 3/ Date | 4/ # Jan/Dec | 4/ # Jan/Mar | 4/ # Jan/Jun | 4/ # Jan/Sep | 4/ # Apr/Dec | 4/ # Apr/Mar | 4/ # Apr/Jun | 4/ # Apr/Sep | 4/ # Jul/Dec | 4/ # Jul/Mar | 4/ # Jul/Jun | 4/ # Jul/Sep | 4/ # Oct/Dec | 4/ # Oct/Mar | 4/ # Oct/Jun | 4/ # Oct/Sep | 4/ # Multiple | 4/ # Above | 4/_15_LowSer | 4/_15_LowSer | 4/_15_MidSer | 4/ # Jan/Dec | 4/ # Jan/Mar | 4/ # Jan/Jun | 4/ # Jan/Sep | 4/ # Apr/Dec | 4/ # Apr/Mar | 4/ # Apr/Jun | 4/ # Apr/Sep | 4/ # Jul/Dec | 4/ # Jul/Mar | 4/ # Jul/Jun | 4/ # Jul/Sep | 4/ # Oct/Dec | 4/ # Oct/Mar | 4/ # Oct/Jun | 4/ # Oct/Sep | 4/ # Multiple | 4/ # Above | 4/ # Date | 4/ # Date | 5/ # Jan/Dec | 5/ # Jan/Mar | 5/ # Jan/Jun | 5/ # Jan/Sep | 5/ # Apr/Dec | 5/ # Apr/Mar | 5/ # Apr/Jun | 5/ # Apr/Sep | 5/ # Jul/Dec | 5/ # Jul/Mar | 5/ # Jul/Jun | 5/ # Jul/Sep | 5/ # Oct/Dec | 5/ # Oct/Mar | 5/ # Oct/Jun | 5/ # Oct/Sep | 5/ # Multiple | 5/ # Above | 5/ # Date | 5/ # Date | 6/ Streamlined | 6/ # Units | 6/ # Units | 6/ # Units

| | |
|---|---|
| Jurisdiction | Porterville |
| Reporting Year | 2025 (Jan. 1 - Dec. 31) |
| Planning Period | 6th Cycle 10/31/2023 - 10/31/2031 |

# ANNUAL ELEMENT PROGRESS REPORT
## Housing Element Implementation

Note: "+" indicates an optional field

Cells in grey contain auto-calculation formulas

| 10 = Prior | 10 = Current | 10 = Address | 10 = Name | 10 = APN | 10 = Unit | 10 = Tenure | 10 = # withdrawn | 10 = # withdrawn | 10 = # withdrawn

| Jurisdiction | Porterville |
|---|---|
| Reporting Year | 2025 (Jan. 1 - Dec. 31) |
| Planning Period | 6th Cycle 10/31/2023 - 10/31/2031 |

# ANNUAL ELEMENT PROGRESS REPORT
## Housing Element Implementation

Note: "+" indicates an optional field

Cells in grey contain auto-calculation formulas

| a2_1 Prior | a2_1 Current | a2_1 Address | a2_1 Name | a2_1 APN | a2_1 Unit | a2_1 Tenure | a2_4 accessory | a2_4 workforce | a2_4 extremely | a2_4 very low | a2_4 low | a2_4 moderate | a2_4 above | a2_5 Date | a2_6 Units | a2_7 accessory | a2_7 workforce | a2_7 extremely | a2_7 very low | a2_7 low | a2_7 moderate | a2_7 above | a2_8 Date | a2_9 Units | a2_10 accessory | a2_10 workforce | a2_10 extremely | a2_10 very low | a2_10 low | a2_10 moderate | a2_10 above | a2_11 Date | a2_12_Loan | a2_12_Loanfee | a2_12_Loanfee | a2_12_Mortfee | a2_12_Mortfee | a2_12_Grant | a2_12_Grantfee | a2_12_Date | a2_13 Units | a3_1 Project | a3_2 Site Status | a3_3 Site Size | a3_4 Site Vacant | a3_5 Site Zone | a3_6 Site Density | a3_7 Owner | a3_8 Description | a3_9 Infrastructure | a3_10 Terms | a3_11 Units | a3_12 Date | a3_13 Sale | a3_14 Sale | a3_15 Sale | a3_16 Sale | a3_17 Sale | a3_18 Sale | a3_19 Sale | a3_20 Sale | a3_21 Notes |
|---|---|---

| | | |
|---|---|---|
| **Jurisdiction** | Porterville | |
| **Reporting Year** | 2025 | (Jan. 1 - Dec. 31) |
| **Planning Period** | 6th Cycle | 12/31/2023 - 12/31/2031 |

# ANNUAL ELEMENT PROGRESS REPORT
## Housing Element Implementation

This table is auto-populated once you enter your jurisdiction name and current year data. Past year information comes from previous APRs.

Please contact HCD if your data is different than the material supplied here

**Table B**
**Regional Housing Needs Allocation Progress**
**Permitted Units Issued by Affordability**

| | | 1 | Projection Period | 2 | | | | | | | | | 3 | 4 |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **Income Level** | | **RHNA Allocation by Income Level** | **Projection Period - 06/30/2023-12/30/2023** | **2023** | **2024** | **2025** | **2026** | **2027** | **2028** | **2029** | **2030** | **2031** | **Total Units to Date (all years)** | **Total Remaining RHNA by Income Level** |
| Acutely Low | Deed Restricted | - | - | - | - | - | - | - | - | - | - | - | - | - |
| | Non-Deed Restricted | | - | - | - | - | - | - | - | - | - | - | | |
| Extremely Low | Deed Restricted | - | - | - | - | - | - | - | - | - | - | - | - | - |
| | Non-Deed Restricted | | - | - | - | - | - | - | - | - | - | - | | |
| Very Low | Deed Restricted | 872 | - | - | - | - | - | - | - | - | - | - | 1 | 871 |
| | Non-Deed Restricted | | - | - | - | 1 | - | - | - | - | - | - | | |
| Low | Deed Restricted | 537 | - | - | - | - | - | - | - | - | - | - | 143 | 394 |
| | Non-Deed Restricted | | 12 | - | 119 | 12 | - | - | - | - | - | - | | |
| Moderate | Deed Restricted | 739 | - | - | - | - | - | - | - | - | - | - | 56 | 683 |
| | Non-Deed Restricted | | 25 | - | 15 | 16 | - | - | - | - | - | - | | |
| Above Moderate | | 1,916 | - | - | 7 | 161 | - | - | - | - | - | - | 168 | 1,748 |
| Total RHNA | | **4,064** | | | | | | | | | | | | |
| Total Units | | | **37** | **-** | **141** | **190** | **-** | **-** | **-** | **-** | **-** | **-** | **368** | **3,696** |

*For years prior to 2025, Acutely Low-Income units are reported within the Extremely Low-Income category

*For jurisdictions that received RHNA determinations for the current cycle prior to the passage of AB 3093 (September 19, 2024):
- You were not allocated Acutely Low-Income and Extremely Low-Income RHNA targets, therefore the allocations in Field 1 are listed as "0"
  - If you wish to set your own targets in these income categories for informational purposes, contact HCD staff at apr@hcd.ca.gov.
- All Acutely Low-Income and Extremely Low-Income units reported during the cycle are counted towards Very-Low Income RHNA progress

*For years prior to 2025, data on deed-restricted vs. non-deed restricted Extremely Low-Income units is approximated from whether the projects reported any deed-restricted Very Low-Income Units. If you wish to edit this historical data for accuracy or have any questions about the data, you may login to HCD's online APR system, or contact HCD staff at apr@hcd.ca.gov.

Please Note: Table B does not currently contain data from Table F or Table F2 for prior years. You may login to the APR system to see Table B that contains this data.

Please note: The APR form can only display data for one planning period. To view progress for a different planning period, you may login to HCD's online APR system, or contact HCD staff at apr@hcd.ca.gov.

# ANNUAL ELEMENT PROGRESS REPORT
## Housing Element Implementation

| | | |
|---|---|---|
| **Jurisdiction** | Porterville | |
| **Reporting Year** | 2025 | (Jan. 1 - Dec. 31) |

**Table D**

**Program Implementation Status pursuant to GC Section 65583**

**Housing Programs Progress Report**

Describe progress of all programs including local efforts to remove governmental constraints to the maintenance, improvement, and development of housing as identified in the housing element.

| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 |
|---|---|---|---|---|---|---|---|---|
| **Name of Program** | **Objective** | **Projected Completion Date in Housing Element** | **Applicable Cycle** | **Status of Program Implementation** | **Program Implementation Details** | **Quantified Outcomes: Category** | **Quantified Outcomes: Count** | **Supporting Documents** |
| **Program 1: Regional Collaboration** | Collaborate with other jurisdictions in the region on housing efforts, including funding opportunities, best practices, and other efforts to address housing, transit, economic development, and homeless issues in Tulare County. | 12/31/2031 | 6th Cycle | Continuous | The City will continue to participate in regional meetings related to housing and homeless issues (anually). As well as partner with Kings/Tulare Homesless Alliance and collaborate with TCAG (anually). | Meetings | 2 | None |
| **Program 2: Adequate Sites for RHNA and Monitoring of No Net Loss** | Facilitate the development of 4,064 units over 8 years (872 very low income, 537 low-income, 739 moderate-income, and 1,916 above moderate-income units).<br>Facilitate the development of 24 Accessory Dwelling Units (ADUs) over eight years.<br>Maintain an inventory of available vacant and prospective sites that can accommodate new housing; update annually. Make this inventory available to the public and interested developers on the City website.<br>Annually meet with property owners and interested developers to pursue housing development in the city.<br>Concurrent with Housing Element adoption, develop a formal procedure to monitor no net loss in capacity pursuant to SB 166.<br>Concurrent with Housing Element adoption, adopt a policy to prioritize the allocation of water and sewer services to affordable housing projects (SB 1087). | 12/31/2031 | 6th Cycle | In Progress | The City has identified vacant and nonvacant sites with potential for development/redevelopment, or adaptive reuse of existing uses over the next eight years. And will work to meet the objectives described during the 8 year cycle. | Units | 0 | None |
| **Program 3: By-Right Approval** | By December 31, 2026, concurrent with the Development Ordinance update to provide adequate sites for the RHNA (see Program 2), update the Development Ordinance to address the by-right approval requirements. | 12/31/2026 | 6th Cycle | In Progress | The City will allow the by-right development of Vacant sites that were identified in the City's 4th and 5th cycles Housing Element as sites for lower income RHNA; and nonvacant sites that were identified in the City's 5th cycle Housing Element as sites for lower income RHNA. | Other | 0 | None |
| **Program 4: Replacement Housing and Displacement Protections** | Development on non-vacant sites with existing residential units is subject to replacement requirements, pursuant to AB 1397. Specifically, AB 1397 requires sites with a residential use within the last five years the replacement of units affordable to the same or lower income level as a condition of any development on a non-vacant site consistent with those requirements set forth in state Density Bonus Law. | 12/31/2024 | 6th Cycle | Not Yet Started | Due to limited staff resources this program has not been started. | Other | 0 | None |

| | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| **Program 5: Accessory Dwelling Units** | ADUs provide an important affordable housing option in the city. The City's second dwelling ordinance does not presently comply with all current provisions of housing legislation. Porterville will amend the Development Ordinance in compliance with state laws.<br>The City will continue to encourage the production of ADUs and work to provide affordable units for lower income households. | 12/31/2031 | 6th Cycle | In Progress | The City has a dedicated webpage for ADUs and is working on making an ADU handout that will be posted to the ADU webpage. | Other | 1 | City of Porterville ADU web page: https://www.ci.porterville.ca.us/departments/community_development/Accessory_Dwelling.php |
| **Program 6: Development Ordinance Amendments** | In order to facilitate a variety of housing types, especially housing for lower-income households and those with special needs, the City will remove constraints to housing development by amending the Development Ordinance.<br><br>Facilitate the development of 200 units for special needs populations during the planning period. | 12/31/2031 | 6th Cycle | Not Yet Started | Due to limited staff resources this program has not been started. | Units | 0 | None |
| **Program 7: Facilitating Affordable Housing Development** | The City is committed to expanding affordable housing options for households of all income levels using development tools such as density bonus provisions, potentially waiving development fees and streamlining the application process. The City will contact local non-profit and private developers to facilitate the production of this housing as well as pursue funding opportunities available at the local, regional, state and federal levels.<br><br>On a case-by-case basis, the City will facilitate affordable housing by public, private and non-profit groups by coordinating off-site improvements and physical infrastructure as Capital Improvement Projects. Assistance provided by the City may include traffic, street and sewer upgrades as well as other pedestrian and mobility improvements.<br><br>Reduce disparities between median household incomes by census tract by December 2030, using 2021 Census data as a baseline. | 12/31/2030 | 6th Cycle | Not Yet Started | Due to limited staff resources this program has not been started. But the City does have a CDBG webpage and a Fair Housing Page. | Other | 0 | City of Porterville CDBG webpage: https://www.ci.porterville.ca.us/departments/community_development/community_development_block_grant_program_(cdbg)/index.php<br><br>City of Porterville Fair Housing webpage: https://www.ci.porterville.ca.us/departments/community_development/fair_housing.php |
| **Program 8: Preservation of At-Risk Housing** | The City has 1,187 housing units that are deed restricted as affordable housing for lower income households. Of these units, 184 are at risk of converting to market-rate housing over the next ten years. The City will work to preserve these units and will proactively monitor all other units to encourage continued affordability beyond existing covenants and work proactively with owners of affordable units to assist in rehabilitation needs. | 12/31/2031 | 6th Cycle | Continuous | Continue to monitor of at-risk housing. | Other | 1 | None |
| **Program 9: Housing Preservation and Rehabilitation** | Nearly half (49.1 percent) of the housing stock in Porterville is more than 40 years old. The City actively seeks and encourages the rehabilitation of housing units, utilizing various programs and community partnerships. The City's rehabilitation program assists low-income single-family homeowners with needed repairs by providing direct, 0% interest, 30-year deferred loans of up to $40,000, as funding is available through the Community Development Block Grant program. The funds may be used to correct code violations, safety repairs, accessibility improvements, lead-based paint, and energy conservation measures.<br><br>Recent annexation areas, low resource areas, and areas of high segregation and poverty (Central and South Porterville). | 12/31/2031 | 6th Cycle | Continuous | The City has a webpage dedicated to their CDBG grants and a webpage dedicated to their housing programs &I resources. | Other | 2 | City of Porterville CDBG webpage: https://www.ci.porterville.ca.us/departments/community_development/community_development_block_grant_program_(cdbg)/index.php<br><br>City of Porterville Housing Programs & Resources: https://www.ci.porterville.ca.us/departments/community_development/housing.php |

| | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| **Program 10: Lower-Income and Special Needs Housing** | To assist in the development of housing to meet the needs of extremely low, very low- and low-income households, the Housing Authority of Tulare County (HATC) offers the following programs: Housing Choice Vouchers and Public Housing.<br>The City will continue to work with HATC to promote HCVs and provide the community with information about HATC's other available programs. | 12/31/2031 | 6th Cycle | Continuous | The City has a webpage dedicated to fair housing resources where residents can locate information on Housing Choice Vouchers, CSET assistance, and serveral other resources. | Other | 1 | City of Porterville Fair Housing webpage: https://www.ci.porterville.ca.us/departments/community_development/fair_housing.php |
| **Program 11: Homebuyer Assistance** | Assist five households in the First Time Homebuyer Program to purchase their first home, with an objective of assisting one household annually if additional funding becomes available.<br>Host four homebuyer education classes annually.<br>By the end of 2025, expand marketing and outreach for the First Time Homebuyer Program, targeting low-income households in Northeast, Central, and Southeast Porterville.<br>Support moderate-income homeownership loan opportunities. Identify potential programs to aid moderate-income homeownership opportunities and develop a list of resources by July 2025. | 12/31/2031 | 6th Cycle | Continuous | The City currently provides home buyer education classes in English and Spanish to low-income persons and families once a month on a Saturday from 8:00 a.m. to 5:00 p.m. The 8-hour class provides information on budgeting, credit, credit worthiness, the home buying process, evaluation of loan offers, protecting your home investment, home preservation, CSET programs and services and the City of Porterville First Time Home Buyer Loan Program. Upon completion of the class, the participant receives a Certificate of Completion which can help them participate in the City's First Time Home Buyer Program. The City has a webpage for first time home buyers with a place to sign up for homebuyer education classes. | Other | 1 | City of Porteville's First Time Homebuyer webpage: https://www.ci.porterville.ca.us/departments/community_development/housing.php |
| **Program 12: Energy Conservation** | The City provides referrals to local programs including CSET, Proteus, Edison, and other agencies for energy conservation and residential weatherization opportunities. The effort extends into the City's Housing Rehabilitation Loan Program (HRLP) to require the use of recycled materials whenever possible and energy efficient appliances and equipment. Contractors that bid on HRLP projects must complete a City provided "Green Improvements" checklist with their bids for a project. | 12/31/2031 | 6th Cycle | Continuous | Continue to provide two referrals to the local energy conservation programs. | Persons | 2 | None |
| **Program 13: Community and Economic Development** | Well-maintained infrastructure creates a safe and accessible urban environment, fostering a sense of community and belonging. Moreover, investing in such improvements attracts businesses and investments, contributing to economic growth and ensuring equal access to essential services. The City will implement the following actions to expand community and economic development citywide.<br>Upon adoption, the City of Porterville will provide the Housing Element to all water and sewer service districts and notify all districts of the requirement to prioritize water and sewer service allocation for new affordable housing development (Government Code Section 65589.7). | 12/31/2031 | 6th Cycle | Continuous | The City is currently in the process of writing an Active Transportation Plan that will help to address the transportation needs of the City. Additionally the City has a webpage dedicated to their public transit resouces. | Other | 2 | City of Porterville Active Transportation Plan: https://ghd.mysocialpinpoint.com/porterville-atp<br><br>City of Porterville Transit page: https://www.ci.porterville.ca.us/departments/porterville_transit/index.php |
| **Program 14: Fair Housing Outreach and Enforcement** | The City of Porterville works with CSET to provide a local Fair Housing Information Program which includes distribution of educational materials to property owners, apartment managers, and tenants, and responding to complaints of discrimination (i.e., in-taking, investigation of complaints, and resolution) by referring the affected party to the appropriate agencies. | 12/31/2031 | 6th Cycle | Continuous | The City is currently working on opportunities to expand outreach and public education strategies on available tenant protection, fair housing services, and homeownership education. As well as working on developing ADU handouts. | Other | 0 | City of Porterville Fair Housing webpage: https://www.ci.porterville.ca.us/departments/community_development/fair_housing.php<br><br>City of Porterville ADU web page: https://www.ci.porterville.ca.us/departments/community_development/Accessory_Dwelling.php |
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|---|---|---|
| **Jurisdiction** | Porterville | |
| **Reporting Period** | 2025 | (Jan. 1 - Dec. 31) |
| **Planning Period** | 6th Cycle | 12/31/2023 - 12/31/2031 |

# ANNUAL ELEMENT PROGRESS REPORT

## Table K
## Tenant Preference Policy

Local governments are required to inform HCD about any local tenant preference ordinance the local government maintains when the jurisdiction submits their annual progress report on housing approvals and production, per Government Code 7061 (SB 649, 2022, Cortese). Effective January 1, 2023, local governments adopting a tenant preference are required to create a webpage on their internet website containing authorizing local ordinance and supporting materials, no more than 90 days after the ordinance becomes operational.

| | |
|---|---|
| **Does the Jurisdiction have a local tenant preference policy?** | No |
| **If the jurisdiction has a local tenant preference policy, provide a link to the jurisdiction's webpage containing authorizing local ordinance and supporting materials.** | |
| **Notes** | |

SUBJECT: 3. 2025 General Plan Annual Progress Report (APR)

SOURCE: Community Development

COMMENT: Pursuant to Government Code Section 65300, each city is required to adopt and maintain a comprehensive general plan to guide long-term physical development within its jurisdiction. The General Plan serves as the City's primary policy framework for land use, infrastructure, and growth, providing a foundation for informed decision-making by the City Council and staff.

State law further requires jurisdictions to prepare and submit an Annual Progress Report (APR) to the City Council, the Governor's Office of Planning and Research (OPR), and the California Department of Housing and Community Development (HCD) in accordance with Government Code Section 65400. The APR is intended to ensure transparency and accountability by documenting the City's progress in implementing General Plan policies and maintaining compliance with State law. Specifically, the report is required to:

- Demonstrate compliance with State General Plan law and guidelines; and
- Summarize progress toward implementation of General Plan policies and programs.

The City of Porterville last completed a comprehensive update to its General Plan in 2008 with the adoption of the Porterville 2030 General Plan. This update brought the City into compliance with State requirements at that time and incorporated additional elements, including Economic Development; Parks, Schools, and Community Facilities; and Public Utilities.

More recently, in coordination with the Tulare County Association of Governments (TCAG), the City adopted its 2023–2031 (6th Cycle) Housing Element in January 2026, which was subsequently certified by the California Department of Housing and Community Development (HCD) in February 2026.

During the 2025 calendar year, the City made measurable progress in implementing the goals and policies of the General Plan. This includes actions supporting land use development, infrastructure improvements, and housing-related initiatives. The attached Annual Progress Report provides a summary of activities undertaken during the reporting period and evaluates the City's

progress toward achieving its General Plan objectives.

While the report highlights key implementation efforts by element, it is not intended to represent an exhaustive list of all activities completed. The APR has been submitted to OPR and HCD in accordance with State reporting requirements.

RECOMMENDATION: That the City Council receive and file the 2025 General Plan Annual Progress Report.

ATTACHMENTS: 1. Porterville General Plan Annual Progress Report 2025

Appropriated/Funded:

Review By:

Department Director:
Claudia Calderon, Community Development Director

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

# City of Porterville General Plan

# Annual Progress Report: Calendar Year 2025

Prepared by:
City of Porterville Planning Division
291 N. Main Street
Porterville, CA 93257

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# Introduction

## Purpose of this Report

California law requires each city and county to adopt a comprehensive, long-term general plan to guide the physical development of the incorporated city and land outside city boundaries that bears a relationship to its planning activities (Government Code Section 65300). The general plan serves as a blueprint for future growth and development. As such, the plan contains policies and programs designed to provide decision-makers and staff with a solid foundation for land use and development decisions.

State law further requires each jurisdiction to complete an annual report on the general plan, which is submitted to the local planning agency (the City Council), to the Governor's Office of Planning and Research (OPR), and to the California Department of Housing and Community Development (HCD), in accordance with Government Code Section 65400. This report must:

- Identify compliance with the State General Plan law and State General Plan Guidelines; and
- Identify the status of the general plan and its implementation process.

The annual report is also required to include the information listed below, which is specific to reporting on progress related to the implementation of the housing element, a subset of the larger general plan document:

- The City's progress in meeting its Regional Housing Needs Allocation;
- Progress in addressing/removing governmental constraints for the maintenance, improvement, and development of housing; and
- Surplus lands within the jurisdiction.

The Housing Element Annual Progress Report is required to be submitted on forms provided by HCD and is often submitted as a separate report to HCD and the Office of Land Use and Climate Innovation (LCI). The City of Porterville has completed the Housing Element Annual Progress Report for the calendar year 2025 and has submitted that report under a separate cover. Therefore, the above housing element-specific items are not included in this General Plan Annual Progress Report.

State law requires that the General Plan Annual Progress Report be submitted by April 1 of each year and cover progress made during the previous calendar year (January through December). This Annual Progress Report summarizes the City's progress toward implementing its General Plan during the 2025 calendar year.

# 2030 Porterville General Plan

The last major update to the Porterville General Plan occurred in 2008. The update brought the Plan into legislative compliance for the time and added optional elements for Economic Development; Parks, Schools, Community Facilities; and Public Utilities. Additionally, on September 17, 2024, the City Council approved and adopted a focused update to the Public Health and Safety Element and a new

Environmental Justice Element to address legislative requirements passed between 2008 and the time of the update. Public Health and Safety Element updates addressed fire risk, flooding, and climate adaptation and resiliency. The adoption of the Environmental Justice Element focused on addressing the health risks facing Porterville, including air quality, pollution exposure, and housing access. This update to the General Plan amended the goals and policies; however, no changes to land use designations occurred as a result of the update. The 2030 Porterville General Plan contains the following elements:

- Land Use
- Economic Development
- Circulation
- Parks, Schools & Community Facilities
- Open Space & Conservation
- Public Health & Safety
- Public Utilities
- Noise
- Housing
- Environmental Justice

Porterville's Housing Element is published separately and updated on a different timeline, with its most recent update for Sixth Cycle for 2023-2031 period, adopted in 2025.

## Amendments

Two General Plan Amendments were completed in 2025.

| Amendment Number | Approval Date | Description |
|---|---|---|
| PRC 2024-017 | 5/6/2025 | Updated the Land Use Element to amend the land use of APN 253-080-027 and APN 253-080-028 from Parks and Recreation and Education, respectively, to Low/Medium Density Residential |
| PRC 2018-024-GPA | 9/2/2025 | Updated the Land Use Element to amend the land use of APN 246-240-020 from Low Density Residential to Retail Centers |

## Annexations

The City of Porterville General Plan includes implementation policies that encourage annexation of County islands and unincorporated lands within the City's Sphere of Influence.

In 2025, the City completed Annexation 491 which consisted of approximately 25.5 acres of land zoned RM-1 Low/Medium Density Residential.

# General Plan Implementation Progress

The following sections discuss the progress the City of Porterville made towards implementing the guiding and implementation policies of the current General Plan during the 2025 calendar year. Each section is

organized by General Plan element and includes a summary of the overall objectives of the element as well as a summary of activities initiated or completed in 2025. The activities listed focus primarily on actions that authorize physical improvements or the establishment of new uses. This is not an exhaustive list of all General Plan implementation progress made during the applicable calendar year.

# Land Use Element

The Land Use Element assists in the orderly development of the community and designates the general distribution of land for housing, business, public buildings and grounds, and other categories of public and private land use. The Element also establishes standards of population density and building intensity. The General Plan provides policies and standards for various land use types, summarized below. The activities identified for each land use type focus primarily on private development activity, including planning applications approved and building permits issued in 2025.

This report focused on data based on the approval and completion of projects that were approved by the City Council; however, additional permit approvals can be made at the staff level by the Zoning Administrator. Zoning Administrator approvals typically include accessory structures or determinations of relief for fence height or setbacks and are often tied to a larger planning approval, heard by the City Council, or tied to the issuance of a building permit, both of which are already reported below.

## Residential Projects

Seven residential land use designations are identified in the General Plan, ranging in density from a maximum of 2.5 units per acre to a maximum of 24 units per acre. These designations are intended to identify areas that are acceptable for housing, clarify the overall type of housing to be developed within each designation, and allow for a mixture of housing types, lot sizes, and affordability. Each residential designation includes a unit-per-acre maximum density expressed in units per gross acre. Types of housing include single-family units, multiple-family units, including duplexes and apartment buildings, and mobile homes.

### *2025 Activities*

The City approved building permits for 190 residential units in 2025. This included 161 Above-Moderate Income units, 16 Moderate Income units, 12 Low Income units, and 1 Very Low Income unit.

The City also leveraged partnerships with various groups to facilitate residential projects or provided funding through assistance programs, including:

- First-Time Homebuyer Loan Program: The FY 24-25 Action Plan (AP) set a goal that at least one low-to-moderate income household would receive assistance. Three (3) of the City's low-income households benefited from the purchase of a home under the City's First-Time Homebuyer programs, funded with CDBG funds from the start of the fiscal year until now.
- Owner-Occupied Rehabilitation Loan Programs: A goal of four low-to-moderate income households was established by the AP. There was one (1) rehabilitation loan funded in the Program Year 2024-25. One loan was funded and there is one (1) active rehabilitation loan

application in progress at this time. Three (3) applications did not progress as the applicants were unresponsive to communication or otherwise did not qualify for the program.

## Commercial/Industrial Projects

The General Plan includes seven commercial and industrial land use designations listed in the Commercial/Office/Industrial category. These designations are intended to provide services and employment opportunities to both residents and people from surrounding communities. The designations note the appropriate building intensity and commercial or industrial uses appropriate in each area.

### *2025 Activities*

The City approved approximately 458 new business licenses. Additionally, 27 building permits were completed for alterations, repairs, or new construction of commercial/industrial structures in 2025.

## Mixed Use Projects

The General Plan includes two mixed-use land use designations. The Downtown Mixed-Use designation encourages a higher-density, vertical mix of uses with residential or office uses above ground floor retail or other commercial uses. It also provides for the development of more multi-family residential within walking distance of Downtown. The Commercial Mixed-Use designation allows for lower density but still multi-story development where the uses may be either horizontally or vertically mixed.

The City works diligently to encourage and assist with proposals for mixed-use projects. Although no permits were approved during the 2025 reporting period, the City continues to support the mixed-use concept to help stimulate revitalization, especially in the downtown areas where unoccupied buildings are common. A major milestone was accomplished with the completion of the SoTu Master Plan, using funds from the LEAP Grant.

### *2025 Activities*

The City issued 1 building permit for mixed-use development in 2025.

# Economic Development Element

The Economic Development Element contains policies and actions that enable the City to direct local resources to retain and assist local businesses and attract new industries that will increase its tax base and economic diversity. This Element has been included in the City's General Plan to strengthen community development activities, enhance economic growth, and reinforce the planning process as a positive part of economic development. In addition, this Element seeks to improve the local business climate by providing jobs for its growing population, creating opportunities for the supply of retail goods and services that are needed in the community, fostering the development of a City that sustains its

downtown, and supporting regional-serving and neighborhood commercial centers that can meet the everyday needs of residents.

## *2025 Activities*

- Requests for Information (RFIs) from Tulare County Economic Development Corporation (TCEDC): The City of Porterville received 23 RFIs in 2025. Despite not leading to development, the City of Porterville worked closely with the TCEDC and the State of California's Go-Biz office to explore development opportunities for Porterville. TCEDC and the City of Porterville also held monthly meetings to discuss and pursue potential development opportunities, to ensure ongoing collaboration and to attract investment and promote economic growth in the region.
- Community Development Block Grant (CDBG): Housing and Urban Development Department (HUD) CDBG Funds were prioritized for economic development activities that created or retained low- to moderate-income jobs.
- Business Retention & Expansion (BRE) Efforts:
    - Ribbon cuttings are a vital part of the City's efforts to promote business growth, offering visibility and recognition to new businesses, helping them make an impactful entrance into the community. By attending and participating in these events, the City of Porterville shows its commitment to supporting new ventures and strengthening the local economy. Ribbon cuttings provide a moment of celebration, helping businesses connect with local leaders, customers, and other businesses, which fosters a sense of community and collaboration.
    - Downtown Porterville Business Meetings and Newsletter: The City of Porterville held quarterly meetings with Downtown Porterville businesses to maintain open lines of communication and foster collaboration. These meetings provide a platform for businesses to voice concerns, share ideas, and stay updated on developments and opportunities in the area. The City of Porterville also regularly published a monthly newsletter to keep the business district informed of City updates affecting the downtown area.
    - Outstanding Business Recognition Program: Each year, the City of Porterville recognizes three local businesses that have contributed to the community's economic base. In 2025, the City of Porterville recognized three small businesses: Integrated Technology Solutions, Valley Strong Credit Union, and Calico Mermaid.
    - First Friday Coffee Networking: City staff attends First Friday Coffee monthly, an event that allows local businesses and community members to network and strengthen relationships. This event fosters a collaborative spirit, providing an opportunity for local entrepreneurs to connect with peers and city officials. It plays a key role in building partnerships, sharing ideas, and promoting the growth of Porterville's business ecosystem.
    - Coffee with the CEO: This event provides a great opportunity for local businesses and community leaders to network and collaborate. It fosters a sense of community and collaboration, allowing participants to share ideas, discuss challenges, and work together to support Porterville's growth and development.
    - Governmental Affairs Committee: The City of Porterville attends the Governmental Affairs Committee monthly meetings, which help keep the community informed about legislative issues that could affect local businesses. The committee plays an advocacy role, when necessary, to protect the interests of businesses and ensure favorable conditions for growth and development in the area.

- **Retail Recruitment:** The City of Porterville is actively attracting retail and commercial businesses by participating in ICSC events, where real estate developers and retailers explore expansion opportunities. The City of Porterville also responds to RFIs from organizations like the Tulare County Economic Development Corporation (TCEDC) to showcase Porterville as an ideal location for new businesses. These efforts aim to diversify the local economy, create jobs, and enhance the retail experience for residents.

# Circulation Element

The Circulation Element is intended to provide guidance and specific actions to ensure the continued safe and efficient operation of Porterville's circulation system. The Element is based on a fundamental philosophy that traffic conditions in the City can be managed through a comprehensive program of transportation planning, land use planning, and growth management strategies. This Element includes provisions for roadways, aviation, transit, pedestrian, and bicycle transportation modes, as well as parking. The intent of the Element is to identify transportation needs and issues within the City, as well as regional relationships that affect the transportation system; consider alternatives other than the single-occupant vehicle as essential in providing services and access to facilities; and establish policies that coordinate regional transportation planning circulation systems with General Plan and area plan land use maps and provide direction for future decision-making.

### *2025 Activities*

- Completed the Villa Street Reconstruction Project, which improved Villa Street between Olive and Henderson.
- Completed Phase III of the Tule River Parkway Project, which extends the trail to Plano Street, connects it to Fallen Heroes Park, and increases pedestrian connectivity in Porterville. The trail covers 1.25 miles and includes solar lighting fixtures, bridges, a retaining wall, and trail signage and markings.
- Began Phase 2A of the Main Street Reconstruction project, which includes additional improvements to Main Street.
- Began work on the Butterfield Stage Corridor Project.
- Transitioned to in-house management for Porterville Transit. The City is currently hiring for new positions to ensure the successful transition.
- Increased fixed-route transit ridership to 132,501 riders in 2025, up from 77,738 during the same monitoring period in 2024.
- Secured SB125 funding to develop a Zero-Emission Maintenance Facility.
- Completed improvements to the taxiways at the Porterville Municipal Airport to meet FAA standards in order to increase safety and operational capacity, as well as to support both private and commercial aviation needs and prepare the airport for future growth.

# Parks, School & Community Facilities Element

The Parks, School & Community Facilities Element presents Porterville's policies and programs for the development and maintenance of parks, schools, and community facilities. Additionally, this Element provides an inventory of existing and planned parks, recreation facilities, public schools, and other community facilities. This Element serves as a guide for park planning and development documents

prepared by the Department of Parks and Leisure Services and the Parks and Leisure Services Commission; provides adequate, flexible school sites by recommending and discussing potential sites for elementary, middle, and high school; and promotes the development of community facilities as part of the network of public and private institutions that support the civic and social needs of the population.

### *2025 Activities*

- Finalized plans for a new community center and park project located along Henderson Avenue. Construction is anticipated to begin in 2026 and expected to take 18 months to complete.
- Completed the Sports Complex Master Plan, which will be used to guide the development of the planned Sports Complex, anticipated to include two additional softball fields, two baseball fields, a lighted walking trail, a sand volleyball court, and a picnic shelter.
- Began construction on the Sana Fe Sportsplex through a $2.5 million grant from California State Parks Outdoor Recreation Legacy Partnership Program.
    - Santa Fe Sportsplex: The City was awarded a $2.5 million grant from the California State Parks Outdoor Recreation Legacy Partnership Program for the new Santa Fe Sportsplex. The project will include the installation of 10 mini pitch soccer arenas, 2 multi-sport arenas, 6 pickleball courts, a restroom, lighting and landscaping. The project expected to be underway in 2025. CDBG and Measure R will also fund the project.
- Completed the Pool Renovation Project, which included replastering Murry Park Pool, smoothing deck surfaces around the pool, adding new diving boards, and replacing tiles and lights around the pool facilities where necessary.
- Hosted an annual tree planting event on Arbor Day (April 25) at the Sports Complex.
- Constructed an additional path to connect an existing restroom and sidewalk at Murry Park to the location of a playground complex anticipated to be completed in 2026. This path improves accessibility in the park.

## Open Space & Conservation Element

The Open Space & Conservation Element is intended to establish policies and actions for the conservation, development, and use of open space and natural resources. Topics addressed include open space; agriculture and farmland resources; land resources including soils and minerals; biological resources; water quality; air quality; and cultural resources. The three General Plan initiatives this element addresses are: providing Porterville with a network of parks and open space; protecting ridgelines, visible hillsides, and significant environmental resources; and protecting community assets.

### *2025 Activities*

- Recycled Water: The City of Porterville is in the process of commissioning its Tertiary Recycled Water Facility in conjunction with the relocation of the Eagle Mountain Casino, in partnership with the Tule River Indian Tribe of California. The City has been installing recycled water pipes in all major street reconstructions in anticipation of recycled water distribution. The City is also planning future conversion of its Wastewater Treatment Facility to full Tertiary Discharge to offset potable water supplies and increase potable water supply.

- Groundwater Recharging: The City is an active participant in purchasing water shares and available surface water for the purposes of groundwater recharging. This helps the City meet groundwater sustainability requirements.
- Water Conservation Plan: The City's Conservation Plan is an Odd/Even watering schedule composed of Five Phases; Phase I is a Voluntary 3-day Watering a week Schedule; Phase II, is a Mandatory 3-day Watering a-week Schedule; Phase III, is a Mandatory 2-day Watering a week Schedule; Phase IV, is a Mandatory 1-Day Watering week Schedule; and Phase V, is a No Outdoor Watering schedule. Through the implementation of mandatory conservation, the City has been able to maintain a cumulative GPCD conservation total reduction of twenty-five percent (25%) from June 2015 through April 2023.

# Public Health & Safety Element

The purpose of the Public Health & Safety Element is to identify the natural and man-made public health and safety hazards that exist within the City and to establish preventative and responsive policies and programs to mitigate their potential impacts. This Element addresses geologic hazards; wildfire hazards; hazardous materials; flood hazards; and safety services such as law enforcement, fire protection, and emergency response.

## *2025 Activities*

- Live Burn Training Tower: The training tower is four stories with three live fire burn chambers. It has a large simulated commercial roof and two simulated residential roof props, all venting over live smoke/fire. This training tower was designed to meet the Fire Department's training recommendations in the SART report and provide a complete training tower for future firefighters. This tower also fulfills the Insurance Services Office (ISO) training requirements and NFPA 1403 standards for live fire training.
- Automatic Aid Agreement with Cal Fire Tulare Unit: The automatic aid agreement outlines that Cal Fire will provide the Porterville Fire Department with one engine and a minimum of three personnel within the Porterville city limits at no cost to the City. In return, the Porterville Fire Department will provide two personnel on the Water Tender or Patrol to predetermined geographical areas as highlighted in this Agreement. Response areas were evaluated for call volume and potential for life and property loss. If Porterville Fire has resources assigned to a Cal Fire incident for longer than four hours, Porterville Fire will be reimbursed at rates already set forth in the adopted California Fire Assistance Agreement (CFAA)
- 2023 Tulare County Multi-Jurisdictional Local Hazard Mitigation Plan: The City adopted this plan in coordination with multiple other cities and Tulare County to address the specific risks that affect not only Porterville, but the entire County.
- Fire Calls: The FD responded to over 6,200 calls, making it one of the busiest years in the department's history.
- Fire Department Strategic Plan: Completed a Strategic Plan outlining the vision of the department for the next five years
- Training Facility Upgrades: The FD upgraded their training facilities, adding shows, radio systems, and advanced audio-visual capabilities.
- Fire Equipment Procurement: The Fire Department acquired two new engines and a tiller truck to bolster response capabilities.
- Key Fire Department Infrastructure Projects

    - Draeger Live Fire Training Tower: This project will enhance hands-on training for personnel
    - Fire Station 72 Remodel: This project is moving into the bidding phase
    - Fire Station 71 & EOC (Emergency Operations Center): These projects are approaching their final design.
- Police Department Calls & Statistics: The PD responded to over 57,753 calls for service, made over 4,00 arrests, and saw a 9% decrease in total crime, with a year-to-date drop of 11.3%
- Increased Traffic Enforcement: In response to a 5% increase in traffic collisions, the PD has bolstered their traffic enforcement activities.
- PD Personnel Expansion: The PD is continuing to expand with approximately 15 positions in various stages of hiring, including Police Officer Trainees, lateral officers, dispatchers, and community service officers.
- Special Methods and Resources Team (SMART) Team: The PD continues to strengthen its SMART team, which focuses on homelessness and mental health problems affecting individuals. The team responded to over 1,00 calls and helped 38 people find housing.
- School Resource Officer Unit: The PD has continued to enhance school safety by expanding its School Resource Officer Unit.
- New Animal Shelter: The shelter, located at 185 North D Street in the former Citibank building, was a highly anticipated relocation designed to provide a more accessible and efficient facility for both the animals and the public. The 9,600 square-foot building has been remodeled with modern amenities, including meet-and-greet rooms and a dog park, to ensure a humane environment for displaced animals. The facility also features improvements to limit noise and a wall in the lobby recognizing the community's support.
- Expanding and Acquiring New Technologies: These technologies assist in crime prevention, locating missing persons, and supporting major incidents
    - Axon Fleet Dash Cameras
    - Citywide Cameras: PD has installed new cameras with license plate reading technology.
    - Expansion of Drone Fleet
    - Evidence Processing Equipment: PD is investing in state-of-the-art evidence processing equipment, with a new crime scene vehicle expected in 2025
- Promoting Officer Mental Health and Wellness: PD has prioritized mental health and wellness through programs funded by grants and department resources.
- Continued Community Engagement and Partnerships with Other Law Enforcement Agencies: the Porterville Police Department remains dedicated to ensuring the safety and security of the city while fostering a positive relationship with the community

# Public Utilities Element

The purpose of the Public Utilities element is to provide policies and programs to ensure that the public utilities and services the community relies on will have the capacity to serve new development under the General Plan without degrading existing service levels. The public utilities provided by the City of Porterville or quasi-public organizations include water, wastewater, stormwater, solid waste, electricity, natural gas, and telecommunications.

## *2025 Activities*

- Waste Water Treatment Facility: The facility treated 1.74 billion gallons of wastewater and 1,500 tons of biosolids for reuse at the City's reclamation area. The newly completed Tertiary Water

System Facility, which began operation in April, produced 54 million gallons of recycled water for irrigation at the Sports Complex, reducing the use of potable water. Key upgrades included the replacement of sludge pumps, grit chamber improvements, and a new air conditioning unit for the electrical control building.

- The Water Division: With 16 employees, manages 17,421 service connections. They replaced 1,954 meters, installed 229 new meters, and repaired 11 hydrants. Staff also conducted 2,373 acre-feet of groundwater recharge and responded to 310 service calls. They also continue to address damage from recent storms along the Tule River
- Major Water Projects
    - System-wide meter upgrade
    - New communication towers
    - Installation of storm drain pipes at Zalud Park.
- The Sewer Division: Cleaned 22 miles of sewer mains and 2.5 miles of storm drains, responding to 86 callouts and maintaining 24 sewer lift stations to ensure the system runs efficiently.
- The Refuse Division: Staffed by 19 employees, collected and disposed of 40,000 tons of waste, including 5,425 tons of recyclables and 9,000 tons of organic waste. They also logged over 209,500 miles and cleaned 4,411 miles of gutters, preventing debris from entering the storm drains.
- The Laboratory: Supports the City's water and wastewater operations by conducting over 20,000 tests annually. This includes testing for wastewater (16,200 tests), drinking water (1,800 tests), industrial pre-treatment (500 tests), and public water (2,100 tests), ensuring safety and compliance with regulations.
- Akin & Central Mutual Water System Improvements.

# Noise Element

The purpose of the Noise Element is to identify the existing noise sources within the City and to establish policies and programs to mitigate potential impacts through both preventative and responsive measures. The regulation of noise sources such as traffic, railroad operations, and aircraft operations is overseen by State and federal agencies; therefore, this element has a direct correlation with the land use, circulation, and housing elements.

### *2025 Activities*

No substantial noise element activities were implemented.

# Environmental Justice Element

The Environmental Justice Element in Porterville focuses on promoting healthy living by integrating public health, social equity, and land use planning. It aims to create safe, accessible spaces for walking and biking to key destinations like schools, parks, and workplaces, while also improving access to healthy food, healthcare, and reducing exposure to air pollution. The element supports affordable, sanitary housing for all income levels and encourages community engagement. Key priorities include developing an active

transportation network and enhancing pedestrian infrastructure with shade to improve overall quality of life.

### *2025 Activities*

The Environmental Justice includes additional policies related to Parks, School & Community Facilities; Open Space & Conversation; Public Utilities; and Housing. Implementation activities for this element can be found in the associated sections above.

# Housing Element

As noted in the Introduction, HCD requires the reporting of the Housing Element on specific state reporting forms. The method of reporting the Housing Element is established by HCD with the purpose of tracking overall housing production in a community, as well as a jurisdiction's progress toward meeting its Regional Housing Needs Allocation (RHNA). The City's Housing Element APR for 2025 is being submitted as a separate report to HCD.

## Please Start Here

| General Information | |
|---|---|
| Jurisidiction Name | Porterville |
| Reporting Calendar Year | 2025 |
| **Contact Information** | |
| First Name | Luisa |
| Last Name | Zavala |
| Title | Economic Development & Housing Manager |
| Email | lzavala@ci.porterville.ca.us |
| Phone | 5597827499 |
| **Mailing Address** | |
| Street Address | 291 N. Main Street |
| City | Porterville |
| Zipcode | 93257 |

**Optional:** Click here to import last year's data. This is best used when the workbook is new and empty. You will be prompted to pick an old workbook to import from. Project and program data will be copied exactly how it was entered in last year's form and must be updated. If a project is no longer has any reportable activity, you may delete the project by selecting a cell in the row and typing ctrl + d.

Click here to download APR Instructions

Click here to add rows to a table. If you add too many rows, you may select a cell in the row you wish to remove and type ctrl + d.

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**Optional:** This runs a macro which checks to ensure all required fields are filled out. The macro will create two files saved in the same directory this APR file is saved in. One file will be a copy of the APR with highlighted cells which require information. The other file will be list of the problematic cells, along with a description of the nature of the error.

**Optional:** Save before running. This copies data on Table A2, and creates another workbook with the table split across 4 tabs, each of which can fit onto a single page for easier printing. Running this macro will remove the comments on the column headers, which contain the instructions. Do not save the APR file after running in order to preserve comments once it is

**Optional:** This macro identifies dates entered that occurred outside of the reporting year. RHNA credit is only given for building permits issued during the reporting year.

**Link to the online system:** https://hcd.my.site.com/hcdconnect

Toggles formatting that turns cells green/yellow/red based on data validation rules.

**Submittal Instructions**

**Please save your file as Jurisdictionname2025 (no spaces).** Example: the City of San Luis Obispo would save their file as SanLuisObispo2025

Housing Element Annual Progress Reports (APRs) forms and tables must be submitted to HCD and the Governor's Office of Planning and Research (OPR) on or before April 1 of each year for the prior calendar year; submit separate reports directly to both HCD and OPR pursuant to Government Code section 65400. There are two options for submitting APRs:

1. **Online Annual Progress Reporting System - Please see the link to the online system to the left.** This allows you to upload the completed APR form into directly into HCD's database limiting the risk of errors. If you would like to use the online system, email APR@hcd.ca.gov and HCD will send you the login information for your jurisdiction. *Please note: Using the online system only provides the information to HCD. The APR must still be submitted to OPR. Their email address is opr.apr@opr.ca.gov.*

2. **Email -** If you prefer to submit via email, you can complete the excel Annual Progress Report forms and submit to HCD at APR@hcd.ca.gov and to OPR at opr.apr@opr.ca.gov. Please send the Excel workbook, not a scanned or PDF copy of the tables.

| | | |
|---|---|---|
| **Jurisdiction** | Porterville | |
| **Reporting Year** | 2025 | (Jan. 1 - Dec. 31) |
| **Housing Element Planning Period** | 6th Cycle | 12/31/2023 - 12/31/2031 |

| **Building Permits Issued by Affordability Summary** | | |
|---|---|---|
| **Income Level** | | **Current Year** |
| Acutely Low | Deed Restricted | 0 |
| | Non-Deed Restricted | 0 |
| Extremely Low | Deed Restricted | 0 |
| | Non-Deed Restricted | 0 |
| Very Low | Deed Restricted | 0 |
| | Non-Deed Restricted | 1 |
| Low | Deed Restricted | 0 |
| | Non-Deed Restricted | 12 |
| Moderate | Deed Restricted | 0 |
| | Non-Deed Restricted | 16 |
| Above Moderate | | 161 |
| Total Units | | **190** |

| **Units by Structure Type** | **Entitled** | **Permitted** | **Completed** |
|---|---|---|---|
| Single-family Attached | 0 | 0 | 0 |
| Single-family Detached | 135 | 161 | 120 |
| 2 to 4 units per structure | 0 | 2 | 1 |
| 5+ units per structure | 0 | 0 | 0 |
| Accessory Dwelling Unit | 16 | 27 | 7 |
| Mobile/Manufactured Home | 0 | 0 | 0 |
| **Total** | **151** | **190** | **128** |

| **Infill Housing Developments and Infill Units Permitted** | **# of Projects** | **Units** |
|---|---|---|
| Indicated as Infill | 190 | 190 |
| Not Indicated as Infill | 0 | 0 |

| **Housing Applications Summary** | |
|---|---|
| Total Housing Applications Submitted: | 21 |
| Number of Proposed Units in All Applications Received: | 62 |
| Total Housing Units Approved: | 2 |
| Total Housing Units Disapproved: | 0 |

| **Use of Streamlined Ministerial Approval Process or SMAP (formerly SB 35 / 423) - Applications** | |
|---|---|
| Number of SMAP Applications | 0 |
| Number of SMAP Applications Approved | 0 |

| **Units Constructed - SMAP (formerly SB 35 / 423) - Permits** | | | |
|---|---|---|---|
| **Income** | **Rental** | **Ownership** | **Total** |
| Acutely Low | 0 | 0 | 0 |
| Extremely Low | 0 | 0 | 0 |
| Very Low | 0 | 0 | 0 |
| Low | 0 | 0 | 0 |
| Moderate | 0 | 0 | 0 |
| Above Moderate | 0 | 0 | 0 |
| **Total** | **0** | **0** | **0** |

| **Streamlining Provisions Used - Permitted Units** | **# of Projects** | **Units** |
|---|---|---|
| SB 9 (2021) - Duplex in SF Zone | 0 | 0 |
| SB 9 (2021) - Residential Lot Split | 3 | 3 |
| AB 2011 (2022) | 0 | 0 |
| SB 6 (2022) | 0 | 0 |
| SMAP | 0 | 0 |

| **Ministerial and Discretionary Applications** | **# of** | **Units** |
|---|---|---|
| Ministerial | 0 | 0 |
| Discretionary | 21 | 62 |

| **Density Bonus Applications and Units Permitted** | |
|---|---|
| Number of Applications Submitted Requesting a Density Bonus | 0 |
| Number of Units in Applications Submitted Requesting a Density Bonus | 0 |
| Number of Projects Permitted with a Density Bonus | 0 |
| Number of Units in Projects Permitted with a Density Bonus | 0 |

| **Housing Element Programs Implemented and Sites Rezoned** | **Count** |
|---|---|
| Programs Implemented | 14 |
| Sites Rezoned to Accommodate the RHNA | 0 |

| | |
|---|---|
| **Jurisdiction** | Porterville |
| **Reporting Year** | 2025 (Jan. 1 - Dec. 31) |
| **Planning Period** | 6th Cycle 12/31/2023 - 12/31/2031 |

**ANNUAL ELEMENT PROGRESS REPORT**

**Housing Element Implementation**

**Note: "+" indicates an optional field**

Cells in grey contain auto-calculation formulas

# Table A
## Housing Development Applications Submitted

| Project Identifier | | | | | Unit Types | | Date Application Submitted | Proposed Units - Affordability by Household Incomes | | | | | | | | | | Total Approved Units by Project | Total Disapproved Units by Project | Streamlining | Historic Sites | Density Bo Applica |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 1 | | | | | 2 | 3 | 4 | 5 | | | | | | | | | | 6 | 7 | 8 | 9 | 10 | 11 |
| Prior APN* | Current APN | Street Address | Project Name* | Local Jurisdiction Tracking ID | Unit Category (SFA,SFD,2 to 4,5+,ADU,MH) | Tenure R=Renter O=Owner | Date Application Submitted (see instructions) | Acutely Low-Income Deed Restricted | Acutely Low-Income Non Deed Restricted | Extremely Low-Income Deed Restricted | Extremely Low-Income Non Deed Restricted | Very Low-Income Deed Restricted | Very Low-Income Non Deed Restricted | Low-Income Deed Restricted | Low-Income Non Deed Restricted | Moderate-Income Deed Restricted | Moderate-Income Non Deed Restricted | Above Moderate-Income | Total PROPOSED Units by Project | Total APPROVED Units by project | Total DISAPPROVED Units by Project | Please select state streamlining provision/s the application was submitted pursuant to. | Is this project located on a site with an associated historical designation as outlined in Government Code Section 65400(a)(2)(N) and reported on Table L? | Did the housing development application seek incentives or concessions pursuant to Government Code section 65915? |
| Summary Row: Start Data Entry Below | | | | | | | | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 6 | 0 | 9 | 47 | 62 | 2 | 0 | | | |
| | | | | | | | | | | | | | | | | | | | 0 | | | | | |
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| | | | | | | | | | | | | | | | | | | | 0 | | | | | |
| | 261-060-057 | 142 E VANDALIA AVE Unit: UNITS A-D PORTERVILLE, CA 93257 | | BLDR0525-1946 | 2 to 4 | R | 5/2/2025 | | | | | | | | | | | 4 | 4 | | | NONE | No | No |
| | 269-022-008 | 885 S CHESS TERRACE ST Unit: B Porterville, CA 93257 | | BLDR0725-2009 | ADU | R | 7/18/2025 | | | | | | | | 1 | | | | 1 | | | NONE | No | No |
| | 261-093-018 | 379 S B ST Unit: C PORTERVILLE, CA 93257 | | BLDR0825-2057 | ADU | R | 8/25/2025 | | | | | | | | | | 1 | | 1 | | | NONE | No | No |
| | n/a | Bareng VTSM (on Pioneer Ave ) | | LAND-000043-2025 | SFD | O | 1/27/2025 | | | | | | | | | | | 10 | 10 | | | NONE | No | No |
| | n/a | W Linda Vista & N Newcomb | | LAND-000052-2025 | SFD | O | 10/15/2025 | | | | | | | | | | | 30 | 30 | | | NONE | No | No |
| | 269-071-011 | 1538 S KESSING ST PORTERVILLE, CA 93257 | | BLDR0125-1799 | ADU | R | 1/3/2025 | | | | | | | | | | 1 | | 1 | | | NONE | No | No |
| | 261-060-056 | 187 S LOMBARDI ST Unit: UNIT B PORTERVILLE, CA 93257 | | BLDR0225-1830 | ADU | R | 2/7/2025 | | | | | | | | | | 1 | | 1 | | | NONE | No | No |
| | 247-272-007 | 634 W THETA AVE Unit: UNIT B PORTERVILLE, CA 93257 | | BLDR0225-1834 | ADU | R | 2/11/2025 | | | | | | | | | | 1 | | 1 | | | NONE | No | No |
| | 253-142-007 | 297 N ROCHE ST Unit: UNIT B PORTERVILLE, CA 93257 | | BLDR0325-1867 | ADU | R | 3/11/2025 | | | | | | | | | | 1 | | 1 | | | NONE | No | No |
| | 245-060-033 | 1860 W HENDERSON AVE Unit: UNIT B PORTERVILLE, CA 93257 | | BLDR0625-1965 | ADU | R | 5/23/2025 | | | | | | | | 1 | | | | 1 | 1 | | NONE | No | No |
| | 259-400-071 | 1840 W DATE AVE Unit: UNIT B PORTERVILLE, CA 93257 | | BLDR0525-1949 | ADU | R | 5/23/2025 | | | | | | | | | | | 1 | 1 | | | NONE | No | No |
| | 252-313-028 | 276 N COTTAGE ST Unit: Unit B PORTERVILLE, CA 93257 | | BLDR0625-1966 | ADU | R | 6/5/2025 | | | | | | | | | | | 1 | 1 | | | NONE | No | No |
| | 260-160-030 | 456 W CENTER AVE Unit: UNIT B PORTERVILLE, CA 93257 | | BLDR0325-1887 | ADU | R | 3/3/2022 | | | | | | | | 1 | | | | 1 | | | NONE | No | No |
| | 261-060-057 | 142 E VANDALIA AVE Unit: UNITS A-D PORTERVILLE, CA 93257 | | BLDR0525-1946 | ADU | R | 5/2/2025 | | | | | | | | | | | 1 | 1 | | | NONE | No | No |
| | 260-174-002 | 303 S F ST Unit: UNIT B PORTERVILLE, CA 93257 | | BLDR0125-1798 | ADU | R | 1/22/2025 | | | | | | | | | | 1 | | 1 | | | NONE | No | No |
| | 260-174-002 | 210 N WALCH ST Unit: UNIT B PORTERVILLE, CA 93257 | | BLDR0525-1954 | ADU | R | 5/30/2025 | | | | | | | | | | 1 | | 1 | | | NONE | No | No |
| | 269-022-008 | 885 S CHESS TERRACE ST Unit: B Porterville, CA 93257 | | BLDR0725-2009 | ADU | R | 7/18/2025 | | | | | | | | 1 | | | | 1 | | | NONE | No | No |
| | 251-311-010 | 255 N LOTAS ST Unit: UNIT B PORTERVILLE, CA 93257 | | BLDR0425-1909 | ADU | R | 4/11/2025 | | | | | | | | 1 | | | | 1 | | | NONE | No | No |
| | 261-093-018 | 379 S B ST Unit: C PORTERVILLE, CA 93257 | | BLDR0825-2057 | ADU | R | 8/25/2025 | | | | | | | | | | 1 | | 1 | | | NONE | No | No |

| | | | | | | | | | | | | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | 251-193-018 | 828 W TOMAH AVE Unit: UNIT B PORTERVILLE, CA 93257 | | BLDR0825-2042 | ADU | R | 8/13/2025 | | | | | | | | 1 | | | | 1 | | | NONE | No | No |
| | 259-160-045 | 1056 W FOREST AVE Unit: UNIT B PORTERVILLE, CA 93257 | | BLDR0925-2087 | ADU | R | 9/24/2025 | | | | | | | | | | 1 | | 1 | | | NONE | No | No |
| | 259-160-045 | 37 S ATKINS ST Unit: UNIT C PORTERVILLE, CA 93257 | | BLDR0925-2078 | ADU | R | 9/19/2025 | | | | | | | | 1 | | | | 1 | | | NONE | No | No |
| | | | | | | | | | | | | | | | | | | | 0 | | | | | |
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| Jurisdiction | Placerville |
|---|---|
| Reporting Year | 2020 (Jan. 1 - Dec. 31) |
| Planning Period | 8th Cycle (mm/dd/yyyy - mm/dd/yyyy) |

# ANNUAL ELEMENT PROGRESS REPORT
## Housing Element Implementation

Note: "+" indicates an optional field

Cells in rows remain auto-calculated formulas

Table A2

Annual Building Activity Report Summary - New Construction, Entitled, Permits and Completed Units

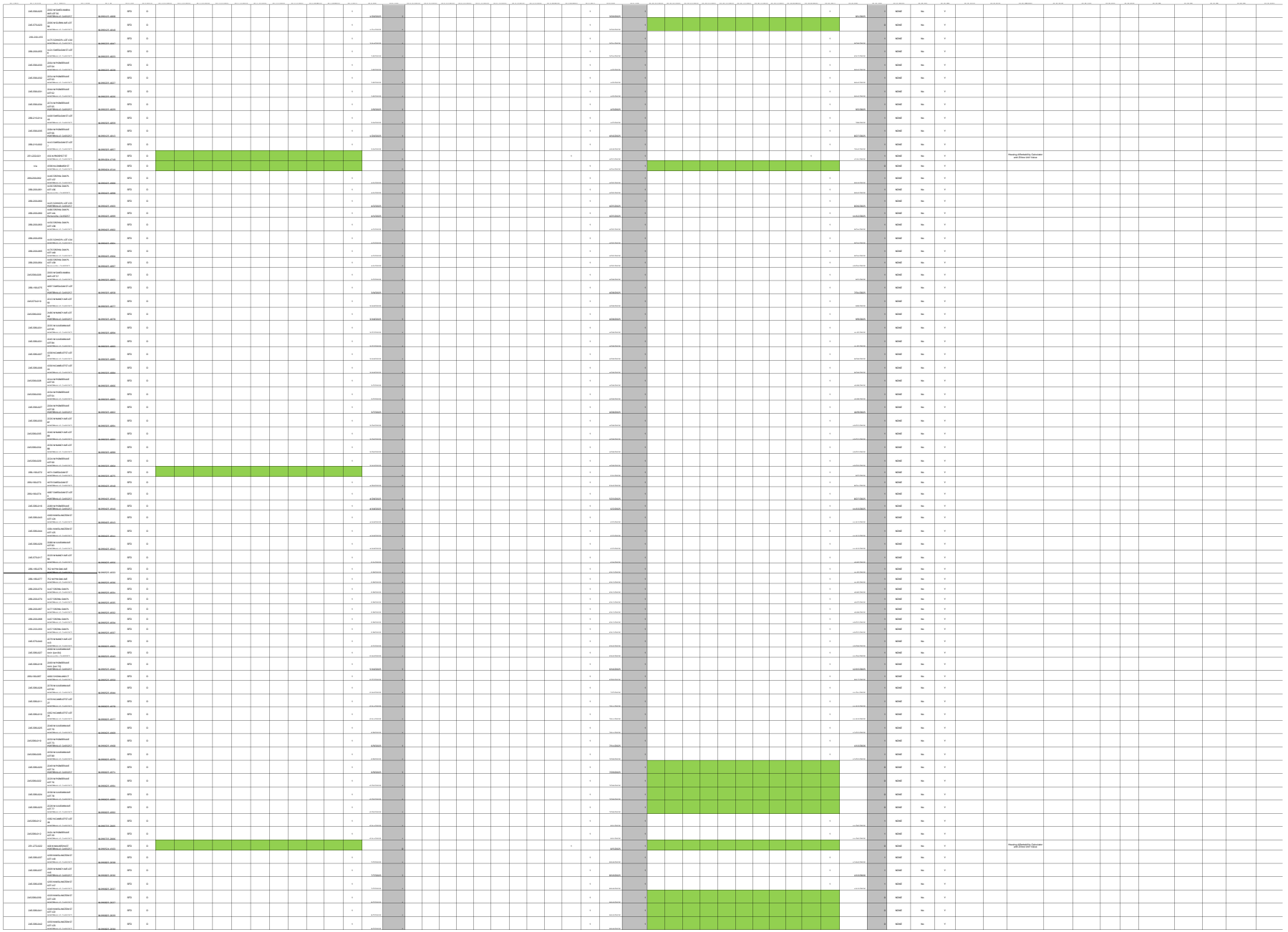
| Project Identifier | | | | | Unit Types | | Affordability by Household Incomes - Completed Entitlement | | | | |

| Jurisdiction | Placerville |
|---|---|
| Reporting Year | 2020 |
| Due | (Jan 1 - Dec 31) |
| Planning Period | |
| Submit | (Mar 31 prior year - extension) |

# ANNUAL ELEMENT PROGRESS REPORT
## Housing Element Implementation

Note: "+" indicates an optional field

Cells in rows marked are populated by formulas

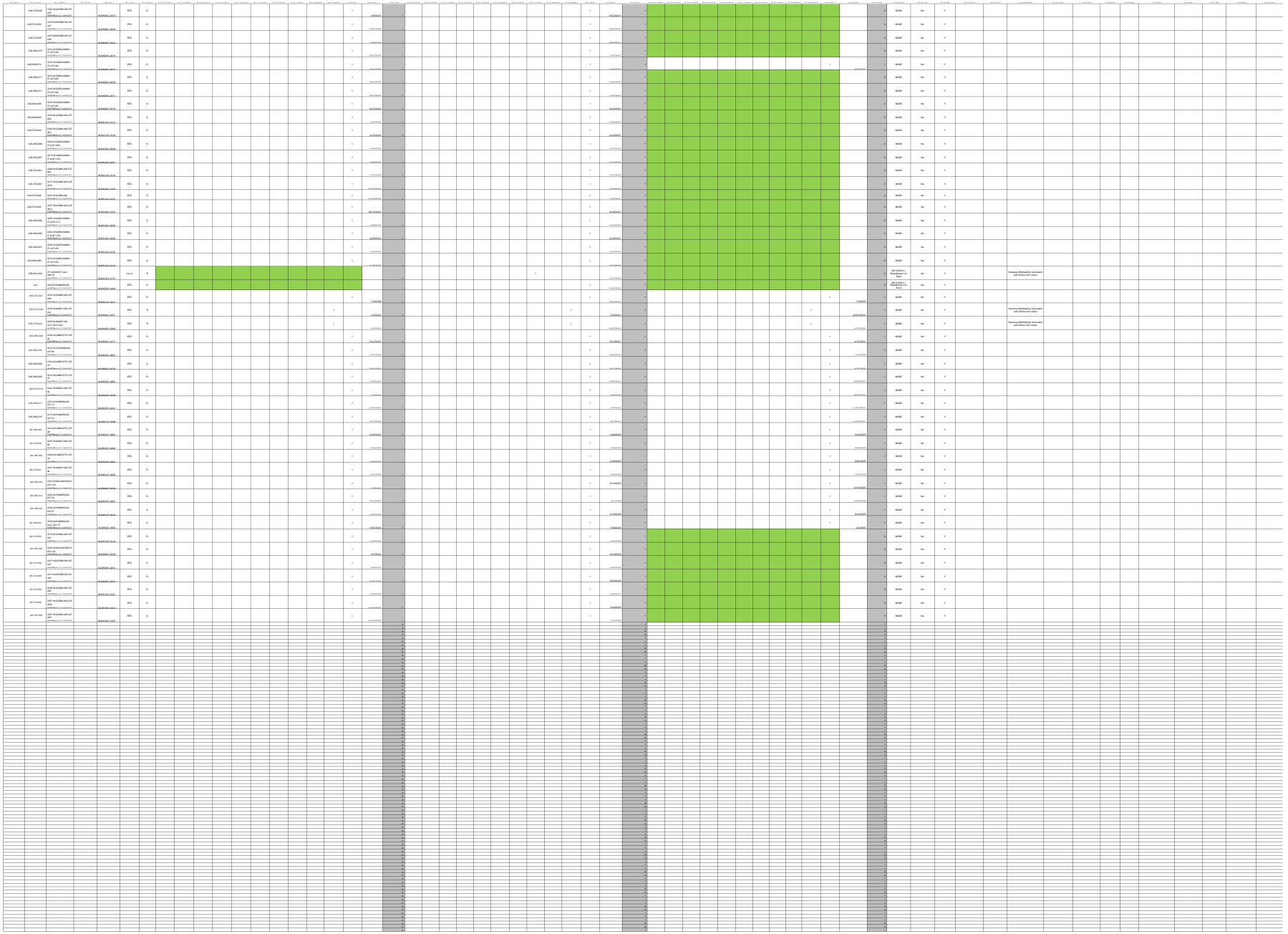


| Jurisdiction | Placerville |
|---|---|
| Reporting Year | 2020 |
| Type | (Jan. 1 - Dec. 31) |
| Planning Period | |

# ANNUAL ELEMENT PROGRESS REPORT
## Housing Element Implementation

Note: "+" indicates an optional field

Cells in rows contain auto-calculation formulas

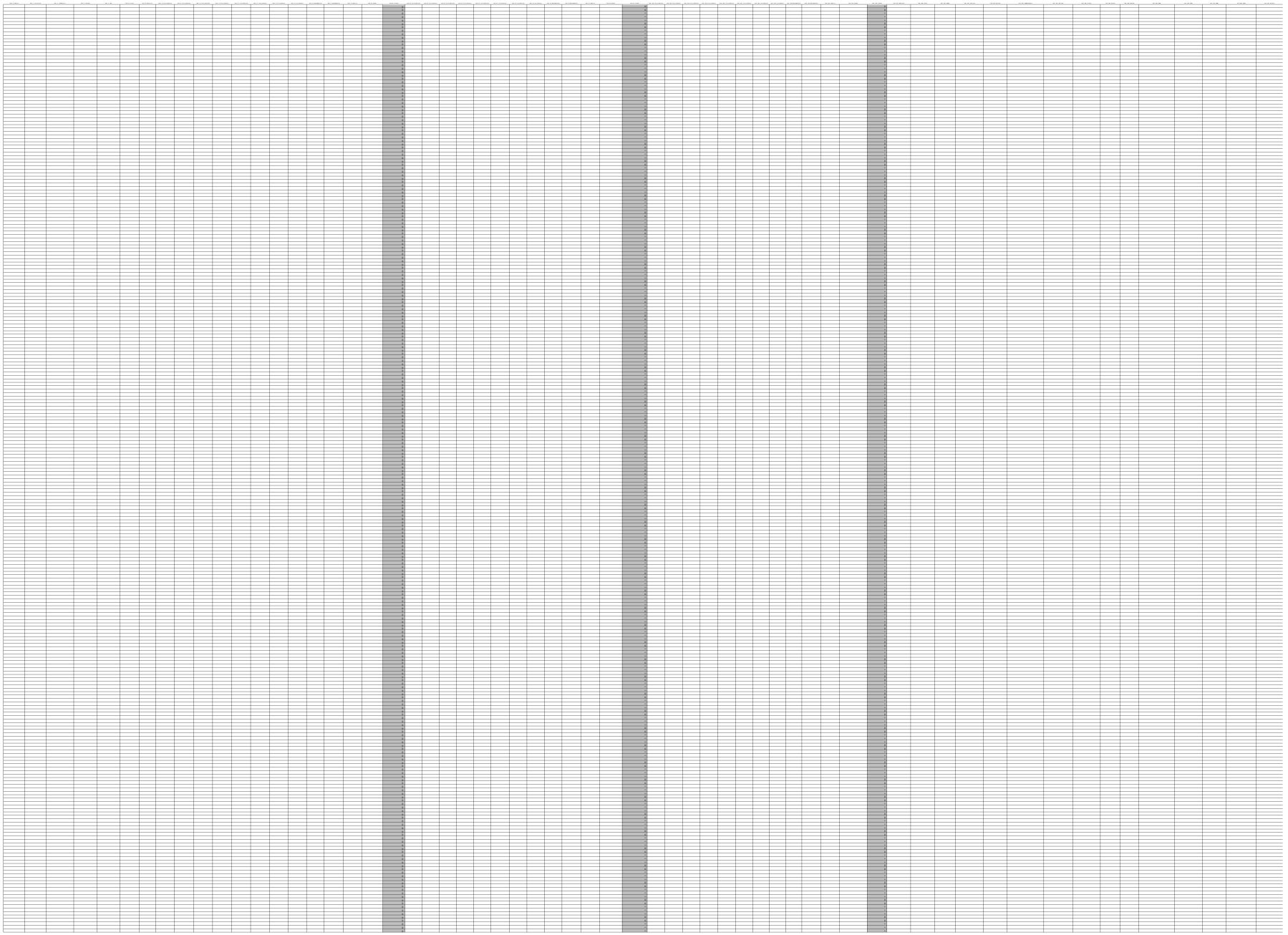


| | |
|---|---|
| Jurisdiction | Placerville |
| Reporting Year | 2020 |
| Type | (Jan. 1 - Dec. 31) |
| Planning Period | |

**ANNUAL ELEMENT PROGRESS REPORT**
**Housing Element Implementation**

Note: "+" indicates an optional field

Cells in rows remain auto-populated from prior year

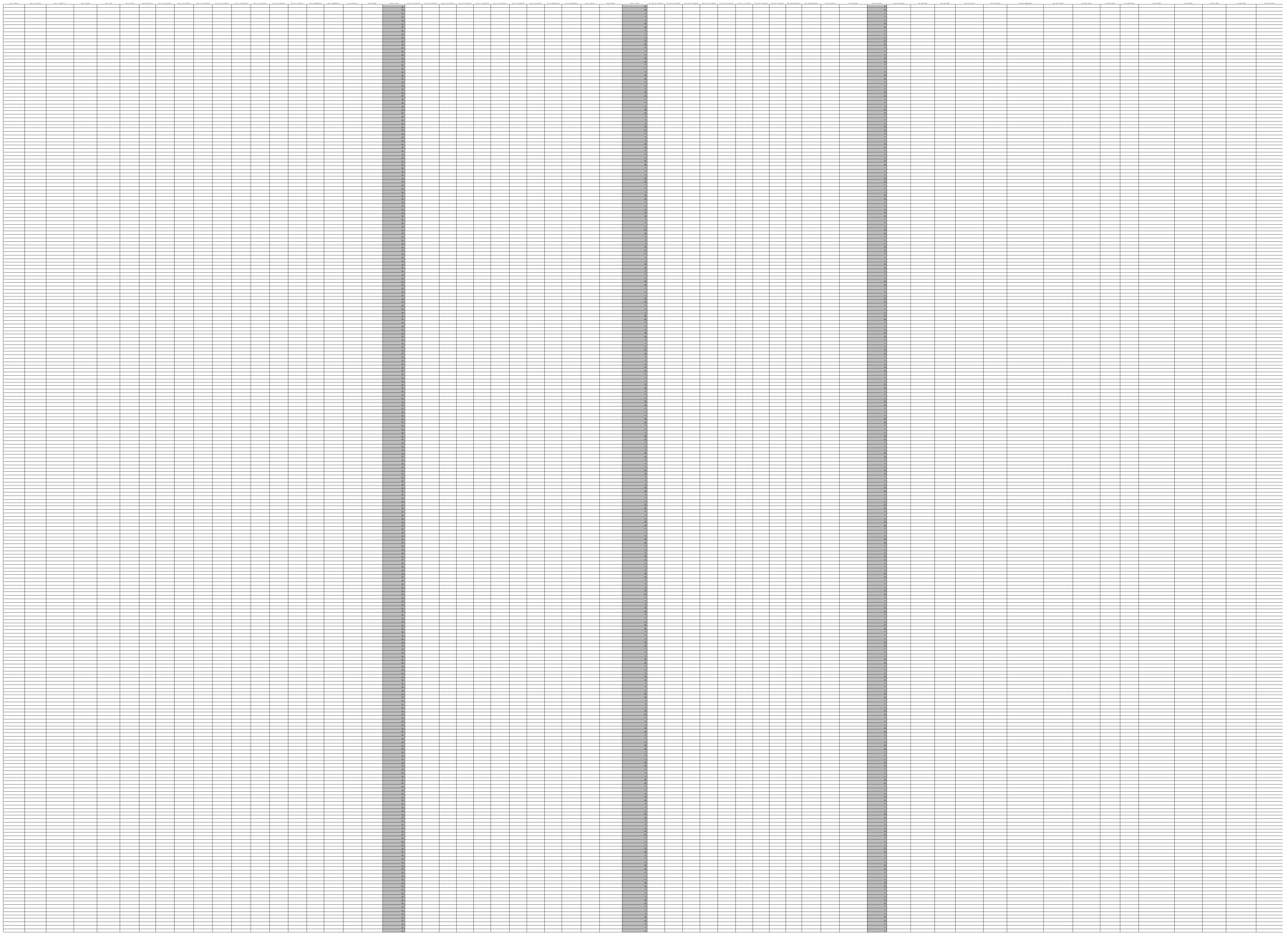


| | |
|---|---|
| Jurisdiction | Placerville |
| Reporting Year | 2020 |
| Type | (Jan. 1 - Dec. 31) |
| Planning Period | |

**ANNUAL ELEMENT PROGRESS REPORT**
**Housing Element Implementation**

Note: "+" indicates an optional field

Cells in rows remain auto-populated from prior year

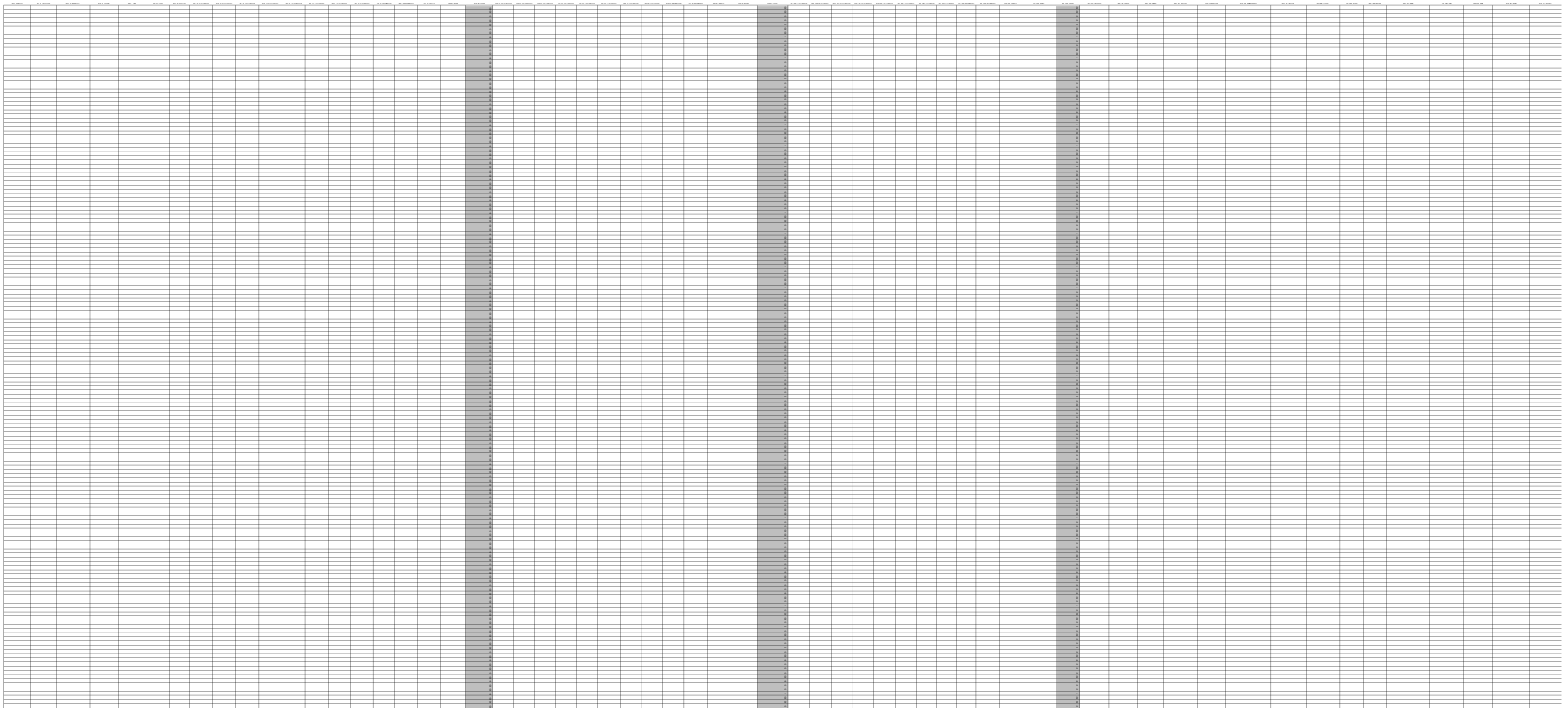


| Jurisdiction | Placerville |
|---|---|
| Reporting Year | 2020 |
| Type | (Jan. 1 - Dec. 31) |
| Planning Period | |
| Annual | (Rev. Frame) |

**ANNUAL ELEMENT PROGRESS REPORT**
**Housing Element Implementation**

Note: "+" indicates an optional field

Cells in grey contain auto-calculation formulas



| | | |
|---|---|---|
| **Jurisdiction** | Porterville | |
| **Reporting Year** | 2025 | (Jan. 1 - Dec. 31) |
| **Planning Period** | 6th Cycle | 12/31/2023 - 12/31/2031 |

**ANNUAL ELEMENT PROGRESS REPORT**
**Housing Element Implementation**

This table is auto-populated once you enter your jurisdiction name and current year data. Past year information comes from previous APRs.

Please contact HCD if your data is different than the material supplied here

**Table B**
**Regional Housing Needs Allocation Progress**
**Permitted Units Issued by Affordability**

| | | 1 | Projection Period | 2 | | | | | | | | | 3 | 4 |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **Income Level** | | **RHNA Allocation by Income Level** | **Projection Period - 06/30/2023-12/30/2023** | **2023** | **2024** | **2025** | **2026** | **2027** | **2028** | **2029** | **2030** | **2031** | **Total Units to Date (all years)** | **Total Remaining RHNA by Income Level** |
| Acutely Low | Deed Restricted | - | - | - | - | - | - | - | - | - | - | - | - | - |
| | Non-Deed Restricted | | - | - | - | - | - | - | - | - | - | - | | |
| Extremely Low | Deed Restricted | - | - | - | - | - | - | - | - | - | - | - | - | - |
| | Non-Deed Restricted | | - | - | - | - | - | - | - | - | - | - | | |
| Very Low | Deed Restricted | 872 | - | - | - | - | - | - | - | - | - | - | 1 | 871 |
| | Non-Deed Restricted | | - | - | - | 1 | - | - | - | - | - | - | | |
| Low | Deed Restricted | 537 | - | - | - | - | - | - | - | - | - | - | 143 | 394 |
| | Non-Deed Restricted | | 12 | - | 119 | 12 | - | - | - | - | - | - | | |
| Moderate | Deed Restricted | 739 | - | - | - | - | - | - | - | - | - | - | 56 | 683 |
| | Non-Deed Restricted | | 25 | - | 15 | 16 | - | - | - | - | - | - | | |
| Above Moderate | | 1,916 | - | - | 7 | 161 | - | - | - | - | - | - | 168 | 1,748 |
| Total RHNA | | **4,064** | | | | | | | | | | | | |
| Total Units | | | **37** | **-** | **141** | **190** | **-** | **-** | **-** | **-** | **-** | **-** | **368** | **3,696** |

*For years prior to 2025, Acutely Low-Income units are reported within the Extremely Low-Income category

*For jurisdictions that received RHNA determinations for the current cycle prior to the passage of AB 3093 (September 19, 2024):
- You were not allocated Acutely Low-Income and Extremely Low-Income RHNA targets, therefore the allocations in Field 1 are listed as "0"
  - If you wish to set your own targets in these income categories for informational purposes, contact HCD staff at apr@hcd.ca.gov.
- All Acutely Low-Income and Extremely Low-Income units reported during the cycle are counted towards Very-Low Income RHNA progress

*For years prior to 2025, data on deed-restricted vs. non-deed restricted Extremely Low-Income units is approximated from whether the projects reported any deed-restricted Very Low-Income Units. If you wish to edit this historical data for accuracy or have any questions about the data, you may login to HCD's online APR system, or contact HCD staff at apr@hcd.ca.gov.

Please Note: Table B does not currently contain data from Table F or Table F2 for prior years. You may login to the APR system to see Table B that contains this data.

Please note: The APR form can only display data for one planning period. To view progress for a different planning period, you may login to HCD's online APR system, or contact HCD staff at apr@hcd.ca.gov.

| | | |
|---|---|---|
| **Jurisdiction** | Porterville | |
| **Reporting Year** | 2025 | (Jan. 1 - Dec. 31) |
| **Planning Period** | 6th Cycle | 12/31/2023 - 12/31/2031 |

# ANNUAL ELEMENT PROGRESS REPORT

## Housing Element Implementation

**Note: "+" indicates an optional field**

Cells in grey contain auto-calculation formulas

**Table C**

**Sites Identified or Rezoned to Accommodate Shortfall Housing Need and No Net-Loss Law**

| Project Identifier | | | | Date of Rezone | RHNA Shortfall by Household Income Category | | | | Rezone Type | Sites Description | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 1 | | | | 2 | 3 | | | | 4 | 5 | 6 | 7 | 8 | | 9 | 10 | 11 |
| APN | Street Address | Project Name+ | Local Jurisdiction Tracking ID+ | Date of Rezone | Very Low-Income | Low-Income | Moderate-Income | Above Moderate-Income | Rezone Type | Parcel Size (Acres) | General Plan Designation | Zoning | Minimum Density Allowed | Maximum Density Allowed | Realistic Capacity | Vacant/Nonvacant | Description of Existing Uses |
| Summary Row: Start Data Entry Below | | | | | | | | | | | | | | | | | |
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# ANNUAL ELEMENT PROGRESS REPORT
## Housing Element Implementation

| | | |
|---|---|---|
| **Jurisdiction** | Porterville | |
| **Reporting Year** | 2025 | (Jan. 1 - Dec. 31) |

**Table D**

**Program Implementation Status pursuant to GC Section 65583**

**Housing Programs Progress Report**

Describe progress of all programs including local efforts to remove governmental constraints to the maintenance, improvement, and development of housing as identified in the housing element.

| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 |
|---|---|---|---|---|---|---|---|---|
| **Name of Program** | **Objective** | **Projected Completion Date in Housing Element** | **Applicable Cycle** | **Status of Program Implementation** | **Program Implementation Details** | **Quantified Outcomes: Category** | **Quantified Outcomes: Count** | **Supporting Documents** |
| **Program 1: Regional Collaboration** | Collaborate with other jurisdictions in the region on housing efforts, including funding opportunities, best practices, and other efforts to address housing, transit, economic development, and homeless issues in Tulare County. | 12/31/2031 | 6th Cycle | Continuous | The City will continue to participate in regional meetings related to housing and homeless issues (anually). As well as partner with Kings/Tulare Homesless Alliance and collaborate with TCAG (anually). | Meetings | 2 | None |
| **Program 2: Adequate Sites for RHNA and Monitoring of No Net Loss** | Facilitate the development of 4,064 units over 8 years (872 very low income, 537 low-income, 739 moderate-income, and 1,916 above moderate-income units).<br>Facilitate the development of 24 Accessory Dwelling Units (ADUs) over eight years.<br>Maintain an inventory of available vacant and prospective sites that can accommodate new housing; update annually. Make this inventory available to the public and interested developers on the City website.<br>Annually meet with property owners and interested developers to pursue housing development in the city.<br>Concurrent with Housing Element adoption, develop a formal procedure to monitor no net loss in capacity pursuant to SB 166.<br>Concurrent with Housing Element adoption, adopt a policy to prioritize the allocation of water and sewer services to affordable housing projects (SB 1087). | 12/31/2031 | 6th Cycle | In Progress | The City has identified vacant and nonvacant sites with potential for development/redevelopment, or adaptive reuse of existing uses over the next eight years. And will work to meet the objectives described during the 8 year cycle. | Units | 0 | None |
| **Program 3: By-Right Approval** | By December 31, 2026, concurrent with the Development Ordinance update to provide adequate sites for the RHNA (see Program 2), update the Development Ordinance to address the by-right approval requirements. | 12/31/2026 | 6th Cycle | In Progress | The City will allow the by-right development of Vacant sites that were identified in the City's 4th and 5th cycles Housing Element as sites for lower income RHNA; and nonvacant sites that were identified in the City's 5th cycle Housing Element as sites for lower income RHNA. | Other | 0 | None |
| **Program 4: Replacement Housing and Displacement Protections** | Development on non-vacant sites with existing residential units is subject to replacement requirements, pursuant to AB 1397. Specifically, AB 1397 requires sites with a residential use within the last five years the replacement of units affordable to the same or lower income level as a condition of any development on a non-vacant site consistent with those requirements set forth in state Density Bonus Law. | 12/31/2024 | 6th Cycle | Not Yet Started | Due to limited staff resources this program has not been started. | Other | 0 | None |

| | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| **Program 5: Accessory Dwelling Units** | ADUs provide an important affordable housing option in the city. The City's second dwelling ordinance does not presently comply with all current provisions of housing legislation. Porterville will amend the Development Ordinance in compliance with state laws.<br>The City will continue to encourage the production of ADUs and work to provide affordable units for lower income households. | 12/31/2031 | 6th Cycle | In Progress | The City has a dedicated webpage for ADUs and is working on making an ADU handout that will be posted to the ADU webpage. | Other | 1 | City of Porterville ADU web page: https://www.ci.porterville.ca.us/departments/community_development/Accessory_Dwelling.php |
| **Program 6: Development Ordinance Amendments** | In order to facilitate a variety of housing types, especially housing for lower-income households and those with special needs, the City will remove constraints to housing development by amending the Development Ordinance.<br><br>Facilitate the development of 200 units for special needs populations during the planning period. | 12/31/2031 | 6th Cycle | Not Yet Started | Due to limited staff resources this program has not been started. | Units | 0 | None |
| **Program 7: Facilitating Affordable Housing Development** | The City is committed to expanding affordable housing options for households of all income levels using development tools such as density bonus provisions, potentially waiving development fees and streamlining the application process. The City will contact local non-profit and private developers to facilitate the production of this housing as well as pursue funding opportunities available at the local, regional, state and federal levels.<br><br>On a case-by-case basis, the City will facilitate affordable housing by public, private and non-profit groups by coordinating off-site improvements and physical infrastructure as Capital Improvement Projects. Assistance provided by the City may include traffic, street and sewer upgrades as well as other pedestrian and mobility improvements.<br><br>Reduce disparities between median household incomes by census tract by December 2030, using 2021 Census data as a baseline. | 12/31/2030 | 6th Cycle | Not Yet Started | Due to limited staff resources this program has not been started. But the City does have a CDBG webpage and a Fair Housing Page. | Other | 0 | City of Porterville CDBG webpage: https://www.ci.porterville.ca.us/departments/community_development/community_development_block_grant_program_(cdbg)/index.php<br><br>City of Porterville Fair Housing webpage: https://www.ci.porterville.ca.us/departments/community_development/fair_housing.php |
| **Program 8: Preservation of At-Risk Housing** | The City has 1,187 housing units that are deed restricted as affordable housing for lower income households. Of these units, 184 are at risk of converting to market-rate housing over the next ten years. The City will work to preserve these units and will proactively monitor all other units to encourage continued affordability beyond existing covenants and work proactively with owners of affordable units to assist in rehabilitation needs. | 12/31/2031 | 6th Cycle | Continuous | Continue to monitor of at-risk housing. | Other | 1 | None |
| **Program 9: Housing Preservation and Rehabilitation** | Nearly half (49.1 percent) of the housing stock in Porterville is more than 40 years old. The City actively seeks and encourages the rehabilitation of housing units, utilizing various programs and community partnerships. The City's rehabilitation program assists low-income single-family homeowners with needed repairs by providing direct, 0% interest, 30-year deferred loans of up to $40,000, as funding is available through the Community Development Block Grant program. The funds may be used to correct code violations, safety repairs, accessibility improvements, lead-based paint, and energy conservation measures.<br><br>Recent annexation areas, low resource areas, and areas of high segregation and poverty (Central and South Porterville). | 12/31/2031 | 6th Cycle | Continuous | The City has a webpage dedicated to their CDBG grants and a webpage dedicated to their housing programs &I resources. | Other | 2 | City of Porterville CDBG webpage: https://www.ci.porterville.ca.us/departments/community_development/community_development_block_grant_program_(cdbg)/index.php<br><br>City of Porterville Housing Programs & Resources: https://www.ci.porterville.ca.us/departments/community_development/housing.php |

| | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| **Program 10: Lower-Income and Special Needs Housing** | To assist in the development of housing to meet the needs of extremely low, very low- and low-income households, the Housing Authority of Tulare County (HATC) offers the following programs: Housing Choice Vouchers and Public Housing.<br>The City will continue to work with HATC to promote HCVs and provide the community with information about HATC's other available programs. | 12/31/2031 | 6th Cycle | Continuous | The City has a webpage dedicated to fair housing resources where residents can locate information on Housing Choice Vouchers, CSET assistance, and serveral other resources. | Other | 1 | City of Porterville Fair Housing webpage: https://www.ci.porterville.ca.us/departments/community_development/fair_housing.php |
| **Program 11: Homebuyer Assistance** | Assist five households in the First Time Homebuyer Program to purchase their first home, with an objective of assisting one household annually if additional funding becomes available.<br>Host four homebuyer education classes annually.<br>By the end of 2025, expand marketing and outreach for the First Time Homebuyer Program, targeting low-income households in Northeast, Central, and Southeast Porterville.<br>Support moderate-income homeownership loan opportunities. Identify potential programs to aid moderate-income homeownership opportunities and develop a list of resources by July 2025. | 12/31/2031 | 6th Cycle | Continuous | The City currently provides home buyer education classes in English and Spanish to low-income persons and families once a month on a Saturday from 8:00 a.m. to 5:00 p.m. The 8-hour class provides information on budgeting, credit, credit worthiness, the home buying process, evaluation of loan offers, protecting your home investment, home preservation, CSET programs and services and the City of Porterville First Time Home Buyer Loan Program. Upon completion of the class, the participant receives a Certificate of Completion which can help them participate in the City's First Time Home Buyer Program. The City has a webpage for first time home buyers with a place to sign up for homebuyer education classes. | Other | 1 | City of Porteville's First Time Homebuyer webpage: https://www.ci.porterville.ca.us/departments/community_development/housing.php |
| **Program 12: Energy Conservation** | The City provides referrals to local programs including CSET, Proteus, Edison, and other agencies for energy conservation and residential weatherization opportunities. The effort extends into the City's Housing Rehabilitation Loan Program (HRLP) to require the use of recycled materials whenever possible and energy efficient appliances and equipment. Contractors that bid on HRLP projects must complete a City provided "Green Improvements" checklist with their bids for a project. | 12/31/2031 | 6th Cycle | Continuous | Continue to provide two referrals to the local energy conservation programs. | Persons | 2 | None |
| **Program 13: Community and Economic Development** | Well-maintained infrastructure creates a safe and accessible urban environment, fostering a sense of community and belonging. Moreover, investing in such improvements attracts businesses and investments, contributing to economic growth and ensuring equal access to essential services. The City will implement the following actions to expand community and economic development citywide.<br>Upon adoption, the City of Porterville will provide the Housing Element to all water and sewer service districts and notify all districts of the requirement to prioritize water and sewer service allocation for new affordable housing development (Government Code Section 65589.7). | 12/31/2031 | 6th Cycle | Continuous | The City is currently in the process of writing an Active Transportation Plan that will help to address the transportation needs of the City. Additionally the City has a webpage dedicated to their public transit resouces. | Other | 2 | City of Porterville Active Transportation Plan: https://ghd.mysocialpinpoint.com/porterville-atp<br><br>City of Porterville Transit page: https://www.ci.porterville.ca.us/departments/portervilletransit/index.php |
| **Program 14: Fair Housing Outreach and Enforcement** | The City of Porterville works with CSET to provide a local Fair Housing Information Program which includes distribution of educational materials to property owners, apartment managers, and tenants, and responding to complaints of discrimination (i.e., in-taking, investigation of complaints, and resolution) by referring the affected party to the appropriate agencies. | 12/31/2031 | 6th Cycle | Continuous | The City is currently working on opportunities to expand outreach and public education strategies on available tenant protection, fair housing services, and homeownership education. As well as working on developing ADU handouts. | Other | 0 | City of Porterville Fair Housing webpage: https://www.ci.porterville.ca.us/departments/community_development/fair_housing.php<br><br>City of Porterville ADU web page: https://www.ci.porterville.ca.us/departments/community_development/Accessory_Dwelling.php |
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| **Jurisdiction** | Porterville |
| **Reporting Period** | 2025 (Jan. 1 - Dec. 31) |
| **Planning** | 6th Cycle 12/31/2023 - 12/31/2031 |

# ANNUAL ELEMENT PROGRESS REPORT
## Housing Element Implementation
(CCR Title 25 §6202)

Note: "+" indicates an optional field
Cells in grey contain auto-calculation formulas

**Table E**
**Commercial Development Bonus Approved pursuant to GC Section 65915.7**

| Project Identifier | | | | Units Constructed as Part of Agreement | | | | Description of Commercial Development Bonus | Commercial Development Bonus Date Approved |
|---|---|---|---|---|---|---|---|---|---|
| 1 | | | | 2 | | | | 3 | 4 |
| APN | Street Address | Project Name+ | Local Jurisdiction Tracking ID+ | Very Low Income | Low Income | Moderate Income | Above Moderate Income | Description of Commercial Development Bonus | Commercial Development Bonus Date Approved |
| Summary Row: Start Data Entry Below | | | | | | | | | |

| Jurisdiction | Porterville | |
|---|---|---|
| Reporting Period | 2025 | (Jan. 1 - Dec. 31) |
| Planning Period | 6th Cycle | 12/31/2023 - 12/31/2031 |

# ANNUAL ELEMENT PROGRESS REPORT

## Housing Element Implementation

Note: "+" indicates an optional field

Cells in grey contain auto-calculation formulas

### Table F

### Units Rehabilitated, Preserved and Acquired for Alternative Adequate Sites pursuant to Government Code section 65583.1(c)

Please note this table is optional: The jurisdiction can use this table to report units that have been substantially rehabilitated, converted from non-affordable to affordable by acquisition, and preserved, including mobilehome park preservation, consistent with the standards set forth in Government Code section 65583.1, subdivision (c). Please note, motel, hotel, hostel rooms or other structures that are converted from non-residential to residential units pursuant to Government Code section 65583.1(c)(1)(D) are considered net-new housing units and must be reported in Table A2 and not reported in Table F.

| Activity Type | Units that Do Not Count Towards RHNA+ Listed for Informational Purposes Only | | | | Units that Count Towards RHNA + Note - Because the statutory requirements severely limit what can be counted, please contact HCD at apr@hcd.ca.gov and we will unlock the form which enable you to populate these fields. | | | | The description should adequately document how each unit complies with subsection (c) of Government Code Section 65583.1+. For detailed reporting requirements, see the chcklist here: |
|---|---|---|---|---|---|---|---|---|---|
| | Extremely Low-Income+ | Very Low-Income+ | Low-Income+ | TOTAL UNITS+ | Extremely Low-Income+ | Very Low-Income+ | Low-Income+ | TOTAL UNITS+ | https://www.hcd.ca.gov/community-development/docs/adequate-sites-checklist.pdf |
| Rehabilitation Activity | | | | | | | | | |
| Preservation of Units At-Risk | | | | | | | | | |
| Acquisition of Units | | | | | | | | | |
| Mobilehome Park Preservation | | | | | | | | | |
| Total Units by Income | | | | | | | | | |

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|---|---|---|
| **Jurisdiction** | Porterville | |
| **Reporting Period** | 2025 | (Jan. 1 - Dec. 31) |
| **Period** | 6th Cycle | 12/31/2023 - 12/31/2031 |

**NOTE: This table must only be filled out if the housing element sites inventory contains a site which is or was owned by the reporting jurisdiction, and has been sold, leased, or otherwise disposed of during the reporting**

# ANNUAL ELEMENT PROGRESS REPORT
## Housing Element Implementation

Note: "+" indicates an optional field

Cells in grey contain auto-calculation formulas

### Table G
**Locally Owned Lands Included in the Housing Element Sites Inventory that have been sold, leased, or otherwise disposed of**

| Project Identifier | | | | | | |
|---|---|---|---|---|---|---|
| 1 | | | | 2 | 3 | 4 |
| **APN** | **Street Address** | **Project Name+** | **Local Jurisdiction Tracking ID+** | **Realistic Capacity Identified in the Housing Element** | **Entity to whom the site transferred** | **Intended Use for Site** |
| Summary Row: Start Data Entry Below | | | | | | |
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| **Jurisdiction** | Porterville | **NOTE: This ta of ALL surplu jurisdiction ov** |
| **Reporting Period** | 2025 | (Jan. 1 - Dec. 31) |

**ANNUAL ELEMENT PRO**
**Housing Element Imp**

**Table H**
**Locally Owned Sur**

**Parcel Identifier**

| 1 | 2 | 3 | 4 |
|---|---|---|---|
| **APN** | **Street Address/Intersection** | **Existing Use** | **Number of Units** |
| Summary Row: Start Data Entry Below | | | |
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| **ble must contain an inventory s/excess lands the reporting wns** | Note: "+" indicates an optional field<br>Cells in grey contain auto-calculation formulas |

## GRESS REPORT
## plementation

### plus Sites

| Designation | Size | Notes |
|---|---|---|
| 5 | 6 | 7 |
| **Surplus Designation** | **Parcel Size (in acres)** | **Notes** |
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| **Jurisdiction** | Porterville | |
| **Reporting Period** | 2025 | (Jan. 1 - Dec. 31) |
| **Planning Period** | 6th Cycle | 12/31/2023 - 12/31/2031 |

**NOTE: STUDENT HOUSING WITH DENSITY BONUS ONLY. This table only needs to be completed if there were student housing projects WITH a density bonus approved pursuant to Government Code65915(b)(1)(F)**

# ANNUAL ELEMENT PROGRESS REPORT

## Housing Element Implementation

| Note: |
|---|
| Cells in gre |

**Table J**

**Student housing development for lower income students for which was granted a density bonus pursuant to subparagraph (F) of paragraph (1) of subdivision (b) of Se**

| Project Identifier | | | | Project Type | Date | Units (Beds/Student Capacity) Approved | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 1 | | | | 2 | 3 | 4 | | | | | | |
| **APN** | **Street Address** | **Project Name+** | **Local Jurisdiction Tracking ID+** | **Unit Category** (SH - Student Housing) | **Date** | **Very Low-Income Deed Restricted** | **Very Low-Income Non Deed Restricted** | **Low- Income Deed Restricted** | **Low- Income Non Deed Restricted** | **Moderate-Income Deed Restricted** | **Moderate-Income Non Deed Restricted** | **Above Moderate-Income** |
| Summary Row: Start Data Entry Below | | | | | | | | | | | | |
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|---|---|---|
| **Jurisdiction** | Porterville | |
| **Reporting Period** | 2025 | (Jan. 1 - Dec. 31) |
| **Planning Period** | 6th Cycle | 12/31/2023 - 12/31/2031 |

# ANNU

Local governments are required to inform HCD about any local tenant preference ordinanc
Code 7061 (SB 649, 2022, Cortese). Effective January 1, 2023, local governments adoptin
m

| | |
|---|---|
| **Does the Jurisdiction have a local tenant preference policy?** | No |
| **If the jurisdiction has a local tenant preference policy, provide a link to the jurisdiction's webpage containing authorizing local ordinance and supporting materials.** | |
| **Notes** | |

# JAL ELEMENT PROGR

## Table K
## Tenant Preferenc

ce the local government maintains v
g a tenant preference are required
nore than 90 days after the ordinanc

# RESS REPORT

## e Policy

When the jurisdiction submits their annual progress report on housing
to create a webpage on their internet website containing authorizing
ce becomes operational.

g approvals and production, per Government
local ordinance and supporting materials, no

| | | |
|---|---|---|
| **Jurisdiction** | Porterville | **NOTE: This tabl your jurisdiction Local register of none, leave blan** |
| **Reporting Period** | 2025 | (Jan. 1 - Dec. 31) |

**ANNUAL ELEMENT**
**Housing Eleme**

**Ta**

**Historica**

| **Parcel Identifier** | | **Desig** | |
|---|---|---|---|
| **1** | | | |
| **APN** | **Street Address/Intersection** | **Date of Designation** | **Designation Level** |
| Summary Row: | | | |
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e needs to be completed with any sites within
 that were newly added to a National, State, or
f historic places within the reporting year. If
ık.

# T PROGRESS REPORT
## ent Implementation

### able L
### al Resources

| gnation | | Size |
|---|---|---|
| 2 | | 3 |
| Historic Site Period | Areas of Significance | Parcel Size (in acres) |
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Note: "+" indicates an optional field
Cells in grey contain auto-calculation formulas

**Notes**

4

**Notes**

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|---|---|
| **Jurisdiction** | Porterville |
| **Reporting Year** | 2025 |

*Please update the status of the proposed uses listed i*

| **Total Award Amount** | $ |
|---|---|

| **Task** | **$ Amount Awarded** |
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*Summary of entitlements, building permits, and certific*

| | **Completed Enti** |
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| | **In** |
| Acutely Low | |
| Extremely Low | |
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| Moderate | |
| Above Moderate | |
| Total Units | |

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| In |
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| Very Low |
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| Moderate |
| Above Moderate |
| Total Units |

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| (Jan. 1 - Dec. 31) |

# ANNUAL ELEMENT PROG
## Local Early Action Planning
(CCR Title 25 §6

*n the entity's application for funding and the corresponding impact on housing within the region*

| | |
|---|---|
| - | *Total award* |

| $ Cumulative Reimbursement Requested | |
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*ates of occupancy (auto-populated from Table A2)*

| tlement Issued by Affordability Summary | |
|---|---|
| come Level | Current Year |
| Deed Restricted | 0 |
| Non-Deed Restricted | 0 |
| Deed Restricted | 0 |
| Non-Deed Restricted | 0 |
| Deed Restricted | 0 |
| Non-Deed Restricted | 0 |
| Deed Restricted | 0 |
| Non-Deed Restricted | 5 |
| Deed Restricted | 0 |
| Non-Deed Restricted | 10 |
| | 136 |
| | **151** |

| mits Issued by Affordability Summary | |
|---|---|
| come Level | Current Year |
| Deed Restricted | 0 |
| Non-Deed Restricted | 0 |
| Deed Restricted | 0 |
| Non-Deed Restricted | 0 |
| Deed Restricted | 0 |
| Non-Deed Restricted | 1 |
| Deed Restricted | 0 |
| Non-Deed Restricted | 12 |
| Deed Restricted | 0 |
| Non-Deed Restricted | 16 |
| | 161 |
| | **190** |

| cupancy Issued by Affordability Summary | |
|---|---|
| come Level | Current Year |
| Deed Restricted | 0 |
| Non-Deed Restricted | 0 |
| Deed Restricted | 0 |
| Non-Deed Restricted | 0 |
| Deed Restricted | 0 |
| Non-Deed Restricted | 1 |
| Deed Restricted | 0 |
| Non-Deed Restricted | 3 |
| Deed Restricted | 0 |
| Non-Deed Restricted | 5 |
| | 119 |
| | **128** |

# RESS REPORT
# (LEAP) Reporting
202)

*or jurisdiction, as applicable, categorized based on the eligible uses specified in Sect*

*amount is auto-populated based on amounts entered in rows 15-26.*

| Task Status | Other Funding |
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*ion 50515.02 or 50515.03, as applicable.*

| Notes |
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SUBJECT: Approval of Draft City Council Minutes

SOURCE: Administrative Services

COMMENT: Presented for Council's approval are the draft Minutes of April 7, 2026.

RECOMMENDATION: That the Council approves the draft Minutes of April 7, 2026.

ATTACHMENTS: 1. Draft Minutes of April 7, 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**
**APRIL 7, 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. McKervey, Mayor Greg Meister

**ORAL COMMUNICATIONS**

None.

**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**

City Attorney Lew reported action pertaining to A-2, as follows:

A-2. On a MOTION made by Vice Mayor McKervey, and SECONDED by Council Member Rivas the City Council unanimously denied the claim filed by Sieng Prum.

Documentation: M.O. 01-040726

Disposition: Claim denied.

The Pledge of Allegiance was led by Council Member Green.

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

**COUNCIL COMMENTS:**

- Council Member Beltran praised the Chamber of Commerce's successful Spring Fest event and commended parks staff for quickly restoring city parks after heavy Easter weekend use.
- Vice Mayor McKervey reported attending several community events, including the Exchange Club's first responders' dinner and a Chamber mixer. He recognized Porterville College students for a mural honoring first responders and noted upcoming efforts such as the April 25th historical flag walk event.
- Mayor Meister reviewed a series of recent engagements, including community ceremonies, public safety recognitions, and meetings with local organizations. He acknowledged Wall of Fame inductees, supported efforts to revise the city charter to increase local control and voter input, and discussed collaboration with the Chamber of Commerce on future events and downtown improvements.

**PRESENTATIONS**

Employee of the Month - Griselda Hurtado
Public Safety Employee Recognition

**REPORTS**

I. Staff Informational Reports

1. Spring Community Clean-Up Event

2. Christmas Parade Update

**ORAL COMMUNICATIONS**

- Taha Saleh, Porterville, expressed support for the City's assumption of the Christmas parade and suggested the creation of a community-level committee to provide input on legislative matters before Council consideration. He also encouraged awareness and support for individuals caring for aging loved ones.
- Karen Anderson, Porterville, referenced statements made in a published opinion piece by the Vice Mayor, questioning whether the language used aligned with values of respect. She also raised concerns regarding the cost-effectiveness of proposed transit bus wraps in light of recent staff layoffs.
- Michael Carly, Porterville, requested that the transit bus wraps item be removed from the consent calendar for separate consideration. He expressed concerns about spending priorities, transit service reductions, and transparency related to public engagement on the item.

- Korey Wells, Porterville, spoke in support of the Chief Deputy City Clerk Fernando Gabriel-Moraga and the proposed public records management software. He also raised concerns regarding alleged conduct by a political candidate involving anonymous social media activity and a reported confrontation following a recent meeting.
- Adrian Moraga, Porterville elks lodge, thanked Council members for attending a recent Elks Lodge event and shared information about the organization's history with Flag Day, as well as upcoming community events.
- Angelina Torres, speaking on behalf of the homeless population, spoke regarding an incident involving alleged seizure of personal belongings by law enforcement, raising concerns about treatment, access to assistance, and her immediate living conditions.

**COUNCIL COMMENTS**

- Council Member Beltran directed Ms. Torres's attention to the Porterville Rescue Mission on A Street as a resource for shelter that evening.
- Council Member Green shared his appreciation to Adrian Moraga for the Elks Lodge invitation.
- Council Member Rivas echoed Council Member Green's comments about the Elks event, adding that the food was excellent and the building has a great deal of history.
- Mayor Meister commended the Elks Lodge event and addressed a public comment regarding the Council's consideration of legislative bills, explaining that such items are brought forward either by individual Council Member request or through outreach from state legislators seeking the City's position. He stated that he does not support the creation of a separate committee for vetting legislative matters, noting that elected officials are responsible for representing the community. He also highlighted the upcoming Washington Monument ribbon cutting in September and extended an invitation to the broader Elks organization.

**CONSENT CALENDAR**

Prior to the motion, staff requested that Item 8 (Authorization to Award Contract for Solar Operations & Maintenance Services) be tabled to a future meeting. Council Member Beltran pulled Item 4 for separate discussion. Vice Mayor McKervey pulled Items 17 and 18 for separate discussion.

COUNCIL ACTION: MOVED by Mayor Meister, SECONDED by Council Member Rivas that the City Council approve Items Nos. 1-3,5-7,9-16, and 19-24. The motion carried unanimously.

1. APPROVAL OF DRAFT CITY COUNCIL MINUTES

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

Documentation: M.O. 02-040726

Disposition: Approved.

2. AUTHORIZATION TO PURCHASE PUBLIC RECORDS MANAGEMENT SOFTWARE AND SERVICES

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%.

Documentation: M.O. 03-040725
Disposition: Approved.

3. AUTHORIZATION TO PURCHASE AND INSTALL SCADA EQUIPMENT AT ROCKY HILL AND MARTIN HILL RESERVOIRS

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.

Documentation: M.O. 04-040726
Disposition: Approved.

5. AUTHORIZATION TO REPLACE DIGESTER PLC #6 AT THE WASTEWATER TREATMENT FACILITY

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.

Documentation: M.O. 05-040726
Disposition: Approved.

6. AUTHORIZATION TO REPAIR CITY WELL NO.6

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.

Documentation: M.O. 06-040726
Disposition: Approved.

7. AUTHORIZATION TO DISTRIBUTE A REQUEST FOR QUALIFICATIONS 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.

Documentation: M.O. 07-040726
Disposition: Approved.

8. AUTHORIZATION TO AWARD CONTRACT FOR SOLAR OPERATIONS & MAINTENANCE SERVICES

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.

Documentation: None.
Disposition: Item pulled and tabled for a future meeting at the request of City Staff.

9. AUTHORIZATION TO EXTEND AGREEMENT FOR CONTRACT PLANNING SERVICES

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.

Documentation: M.O. 08-040726
Disposition: Approved.

10. REQUEST FOR PROCLAMATION – EASTER HOLY WEEK – PORTERVILLE CHURCH OF THE NAZARENE

Recommendation: That the City Council approve the proclamation recognizing Easter Holy Week in the City of Porterville.

Documentation: M.O. 09-040726
Disposition: Approved.

11. REQUEST FOR PROCLAMATION – EASTER HOLY WEEK – PORTERVILLE CHURCH OF GOD

Recommendation: That the City Council approve the proclamation recognizing Easter Holy Week in the City of Porterville.

Documentation: M.O. 10-040726
Disposition: Approved.

12. REQUEST FOR PROCLAMATION - PORTERVILLE CELEBRATES READING

Recommendation: That the City Council approve the proclamation recognizing and celebrating the 25th Anniversary of “Porterville Celebrates Reading” in the City of Porterville.

Documentation: M.O. 11-040726
Disposition: Approved.

13. REQUEST FOR PROCLAMATION - NATIONAL PATHWAY DAY

Recommendation: That the City Council approve the proclamation declaring April 16, 2026, as “National Pathway Day” in the City of Porterville.

Documentation: M.O. 12-040726
Disposition: Approved.

14. REQUEST FOR PROCLAMATION - ARBOR DAY

Recommendation: That the City Council approve the proclamation declaring April 24, 2026, as “Arbor Day” in the City of Porterville.

Documentation: M.O. 13-040726
Disposition: Approved.

15. APPROVAL OF COMMUNITY CIVIC EVENT - EXPERIMENTAL AIRCRAFT ASSOCIATION "PORTERVILLE 5K/10K" EVENT

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.

Documentation: M.O. 14-040726
Disposition: Approved.

16. APPROVAL OF COMMUNITY CIVIC EVENT APPLICATION — PINK HEALS TULARE COUNTY CHAPTER AND ROLLIN' RELICS CAR CLUB

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.

Documentation: M.O. 15-040726
Disposition: Approved.

19. ESTABLISHMENT OF MECHANIC III CLASSIFICATION AND APPROVAL OF JOB DESCRIPTION

Recommendation: That the City Council:
1. Affirm the establishment of the Mechanic III classification at 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.

Documentation: M.O. 16-040726
Disposition: Approved.

20. CONSIDERATION OF A LETTER OPPOSING ASSEMBLY BILL 2494 (ROGERS) – DEMONSTRATION STATE FORESTS

Recommendation: That the City Council approve a letter opposing Assembly Bill 2494 (Rogers) and authorize the Mayor to execute such letter.

Documentation: M.O. 17-040726
Disposition: Approved.

21. ADOPTION OF POLICY FOR CASH TRANSACTIONS IN THE ABSENCE OF PENNIES

Recommendation: That the City Council adopt the Resolution establishing a policy for cash transactions in the absence of pennies.

Documentation: M.O. 18-040726,
Resolution No. 16-2026

Disposition: Approved.

22. CONSIDERATION OF SUPPORT FOR SENATE BILL 1277 (COST OF LIVING TAX CREDIT)

Recommendation: That the City Council approve a letter of support for Senate Bill 1277 and authorize the Mayor to sign the letter.

Documentation: M.O. 19-040726

Disposition: Approved.

23. AUTHORIZATION TO REPAIR THE ANIMAL SHELTER AIR CONDITIONING VFD AND SMOKE DETECTOR

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.

Documentation: M.O. 20-040726

Disposition: Approved.

24. AUTHORIZATION TO SCHEDULE PUBLIC HEARING FOR EXPEDITED ELECTRIC VEHICLE PERMIT REVIEW PROCESS

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.

Documentation: M.O. 21-040726

Disposition: Approved.

**PUBLIC HEARINGS**

25. CONSIDERATION OF REVOCATION OF BUSINESS LICENSE - ROSE MASSAGE, 188 W. OLIVE AVENUE, PORTERVILLE

Recommendation: That the City Council:
1. Hold a public hearing to consider the revocation of the 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.

City Manager Tree introduced the item and Finance Director Janie Rodriguez presented the staff report.

Mayor Meister opened the Public Hearing at 7:41 p.m.

- Greg Shelton, Porterville, offered a brief humorous comment.

Mayor Meister closed the public heating at 7:41 p.m. when no one else came forward to speak.

Finance Director presented a report outlining the Council's authority to revoke business licenses under the Municipal Code. She described a recent police investigation at this local massage business that resulted in an arrest for prostitution involving an individual without a valid state certification or City business license. She also noted that the business owner submitted a letter opposing the revocation.

Council Member Rivas stated that the situation was clear based on the lack of proper certification and the outcome of the police investigation.

Council Member Green emphasized the importance of taking action to demonstrate that such conduct is not acceptable in the community.

Vice Mayor McKervey inquired about prior incidents at the same location and whether stronger preventative measures could be implemented. City Attorney Lew explained that the Municipal Code already includes strict registration, inspection, and enforcement provisions, including a two-year prohibition following revocation.

Mayor Meister noted that similar concerns had been raised previously and suggested exploring additional regulatory measures. City Attorney Lew advised that while state law governs licensing, the City maintains local control through its registration process.

COUNCIL ACTION: MOVED by Vice Mayor McKervey, SECONDED by Council Member Rivas that the City Council revoke the business license of Rose Massage, located at 188 West Olive Avenue. The motion carried unanimously.

Documentation: M.O. 22-040726,
Resolution No. 17-2026

Disposition: Approved.

26. CONSIDERATION OF REVOCATION OF BUSINESS LICENSE - STAR MASSAGE, 1365 W. OLIVE AVENUE, SUITE F, PORTERVILLE

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.

City Manager Tree introduced the item and Finance Director Janie Rodriguez presented the staff report.

Mayor Meister opened the public hearing at 7:51 p.m. and closed the public hearing at 7:51 p.m.

Finance Director Janie Rodriguez presented a report describing a police investigation that resulted in an arrest for prostitution involving an individual without a valid state certification at the location. She also noted that the business owner reported the business had ceased operations and vacated the premises.

The City Manager explained that proceeding with the revocation was still necessary to enforce a one-year prohibition on issuing a business license at that location.

The Council briefly discussed the matter and reached consensus to take action consistent with the prior similar case.

COUNCIL ACTION: MOVED by Council Member Rivas, SECONDED by Vice Mayor McKervey that the City Council revoke the business license of Star Massage, located at 1365 West Olive Avenue, Suite F. The motion carried unanimously.

Documentation: M.O. 23-040726,
Resolution No. 18-2026

Disposition: Approved.

27. CONSIDERATION OF REVOCATION OF BUSINESS LICENSE - DIAMOND MASSAGE SPA, 1531 W. OLIVE AVENUE, SUITE A, PORTERVILLE

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.

City Manager Tree introduced the item and Finance Director Janie Rodriguez presented the staff report.

Finance Director Janie Rodriguez reported that on February 14, 2026, a police investigation at Diamond Massage Spa also resulted in an arrest for prostitution. In this instance, the arrested individual did hold a valid state massage therapist certificate valid through September 11, 2027; however, no individual city business license had been issued to the individual operating at the premises. The business owner, identified as Wang Xiao Lu, was present at the meeting.

Mayor Meister opened the public hearing at 7:53 p.m.

The business owner participated with the assistance of personal interpretation services and provided comments through translated communication.

- Wenxia Lou, requested a second chance for the business, stating she was in Los Angeles at the time of the incident preparing for tax filing and was unaware of any improper conduct by the employee, who had been in a trial employment period of approximately four to five days.

Mayor Meister closed the public hearing at 7:58 p.m.

Council Member Beltran clarified that, in this case, the employee held a valid state certificate but did not have an individual City business license, and responsibility for compliance rested with the business owner.

Council Member Rivas asked the business owner about hiring and vetting practices for new employees and the length of time the individual had been employed. The owner stated that new employees with state license are allowed a short trial period before being formally registered with the city, and that the employee had worked approximately four to five days at the time of the incident.

Vice Mayor McKervey expressed concern regarding unclear and unsupervised hiring practices and stated that public safety considerations warranted revocation of the license.

Mayor Meister commented on broader concerns regarding state licensing oversight and referenced regional issues related to sex trafficking, drawing comparisons to other areas of regulatory concern.

COUNCIL ACTION: MOVED by Vice Mayor Vice Mayor McKervey, SECONDED by Council Member Council Member Rivas that the City Council revoke the business license of Diamond Massage Spa, located at 1531 West Olive Avenue, Suite A. The motion carried unanimously.

Documentation: M.O. 24-040726,
Resolution No. 19-2026

Disposition: Approved.

**SCHEDULED MATTERS**

4. AUTHORIZATION TO PURCHASE AND INSTALL TRANSIT BUS WRAPS

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.

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

Council Member Beltran noted that the newly acquired buses are unmarked and will require wrapping, and questioned whether space could be reserved on bus wraps for advertising to generate transit revenue. He suggested a reduced wrap design with designated advertising areas to help offset potential future budget impacts.

City Manager Tree provided historical context on the City's transit advertising program, noting prior annual revenue of approximately $24,000 when more routes were in service, with an estimated $16,000 potential under current operations. He explained that advertising was previously managed by a consultant on a revenue-sharing basis, but costs associated with removing expired advertisements reduced overall financial benefit.

Transportation Director Russell Isom stated that rear "tail wrap" advertising offers the most cost-effective option due to visibility and ease of replacement. He also confirmed that natural gas-powered buses are not affected by fuel price fluctuations.

Council Member Green expressed reservations about full bus advertising wraps and emphasized that the project is funded through restricted Federal Transit Administration and local transportation funds, not the General Fund.

Council Member Rivas reiterated that transit funding sources are legally restricted and cannot be redirected to other City services.

Vice Mayor McKervey expressed interest in advertising opportunities but noted that implementation costs would likely outweigh revenue benefits. He supported proceeding with the current full wrap design while leaving open the possibility of revisiting advertising in the future.

Mayor Meister stated that the proposed bus wrap design has received positive community feedback and affirmed the appropriateness of the funding sources. He did not support allocating space for advertising, noting that projected revenue does not justify the effort.

City Manager Tree offered to return with a future item to explore contracting a transit advertising consultant to assess market feasibility.

COUNCIL ACTION: MOVED by Vice Mayor McKervey, SECONDED by Council Member Green that the City Council approve the purchase and installation of transit bus wraps from Transit-Media in an amount not to exceed $111,804.92.

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

Documentation: M.O. 25-040726
Disposition: Approved.

17. APPOINTMENT TO MEASURE R CITIZENS' OVERSIGHT COMMITTEE

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.

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

Vice Mayor McKervey expressed reservations regarding the proposed appointment of Taha Saleh, citing concerns about independence and objectivity required for committee service. He referenced prior public comments, conduct at Charter Committee meetings, advocacy related to the Christmas parade, and a recent incident outside City Hall that he characterized as agitated and confrontational. He stated he was open to second chances but emphasized the need for appropriate conduct if appointed.

Mayor Meister acknowledged the concerns but offered a positive assessment of Mr. Saleh's community involvement and engagement. He noted Mr. Saleh's attendance at Council meetings, involvement with local organizations, and business background as potential assets. He stated that, if appointed, Mr. Saleh should separate personal emotions from committee work and avoid escalating conflicts.

Council Member Beltran provided an alternate account of the recent incident that occurred outside of City Hall, stating that Mr. Saleh was confronted by others, including elected officials, and

suggested the situation was provoked. He referenced Mr. Saleh's long-standing community involvement and questioned whether opposition to the appointment may be politically motivated.

Mayor Meister responded by describing what he observed during the incident, stating that Mr. Saleh made physical contact with another individual and was separated to de-escalate the situation. He clarified that he intervened for safety purposes and not as part of a confrontation.

Vice Mayor McKervey reiterated his concerns, noting he was also present during that incident and emphasized that his intent was to establish expectations for appropriate conduct for committee members.

Council Member Green stated limited prior interaction with Mr. Saleh but acknowledged his engagement and interest in the community as positive attributes.

Council Member Rivas commented that individuals seeking public service must be able to handle criticism professionally and remain focused on serving the public interest.

Mayor Meister ultimately called for the motion, combining both Items 17 and 18.

COUNCIL ACTION: MOVED by Mayor Meister, SECONDED by Council Member Beltran that the City Council approve the appointment of Taha Saleh to the Measure R Citizens' Oversight Committee (Item 17) and to the Transactions and Use Tax Oversight Committee (Item 18). The motion carried unanimously.

Documentation: M.O. 26-040726
Disposition: Approved.

18. CONSIDERATION OF APPOINTMENT TO THE TRANSACTIONS AND USE TAX OVERSIGHT COMMITTEE ("TUTOC")

Recommendation: That the City Council appoint Taha Saleh to the Transactions and Use Tax Oversight Committee for a term to expire in May 2028

Disposition: This item was approved concurrently with Item No. 17.

28. APPROVAL OF AGREEMENT WITH GRISWOLD LASALLE FOR CITY ATTORNEY SERVICES

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.

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

City Manager Tree reported that after 23 years of service, the City Council and City Attorney Julia Lew mutually agreed to conclude their professional relationship effective April 8, 2026. He expressed appreciation for her years of service. He also reported that following Council direction, a new city attorney firm was selected. He presented an agreement with Griswold, LaSalle, Cobb, Dowd & Gin, LLP to provide city attorney services beginning April 9, 2026, with a fixed monthly retainer and additional hourly rates for non-included services. A budget amendment of up to $6,500 was also requested for the remainder of the fiscal year.

All Council Members offered warm and heartfelt remarks in appreciation of City Attorney Lew's 23 years of service.

Council Member Beltran thanked City Attorney Lew for her service, noting her legal guidance and assistance in keeping the City out of legal issues.

Council Member Green expressed appreciation for City Attorney Lew’s service and wished her well in future endeavors.

Vice Mayor McKervey stated that the decision to move in a new direction was not personal and thanked City Attorney Lew for her legal advice and guidance, noting she would be missed.

Council Member Rivas commended City Attorney Lew for her knowledge and guidance on complex matters and expressed appreciation for her service.

Mayor Meister reflected on lessons learned from City Attorney Lew during his tenure and noted the difficulty of the transition decision. He recognized her work on various city initiatives and presented her with a commemorative plaque in appreciation of her service.

City Attorney Lew thanked the Council, staff, and community, reflecting on nearly 24 years of service working with multiple Councils and Mayors. She described her experience as rewarding and noted her involvement in numerous meetings and committees during her tenure.

COUNCIL ACTION: MOVED by Council Member Council Member Rivas, SECONDED by Vice Mayor Vice Mayor McKervey that the City Council approve the termination of the amended legal services agreement with McCormick, Kabot & Lew effective April 8, 2026; approve the new agreement with Griswold LaSalle for city attorney services effective April 9, 2026, and authorization for the Mayor to execute all related documents; and a

budget amendment not to exceed $6,500 for the remainder of Fiscal Year 2025-26. The motion carried unanimously.

Documentation: M.O. 27-040726
Disposition: Approved.

**AB 1234 REPORTS**

1. Downtown Porterville Committee - March 26, 2026
Vice Mayor McKervey reported on the Downtown Porterville Committee meeting, noting the committee is focused on downtown revitalization priorities including capital improvements, parking, cleanliness, homelessness, and event coordination. He stated the committee will pause meetings until July after identifying four capital improvement priorities for the upcoming budget. He also highlighted efforts to develop an in-house downtown events calendar, address alleyway dumping and parking concerns, and continue outreach to downtown businesses during the recess period for additional input.

2. Tule East Groundwater Sustainability Agency JPA (TEGSA) - April 1, 2026
Council Member Green reported on the April meetings of the Eastern Tule (ETGSA) and Tule East Groundwater Sustainability Agencies (TEGSA), noting that the ETGSA voted to dissolve, approved final administrative items, and reached a settlement in ongoing litigation. He also reported on enforcement actions related to groundwater extraction penalties and liens against growers. At the TEGSA meeting, he noted approval of various financial, policy, and administrative items, continued coordination toward a unified Groundwater Sustainability Plan, and that the next meeting is scheduled for April 29, 2026.

3. Local Initiatives Navigation Center Committee (LINC) - April 1, 2026
Council Member Beltran reported on a review of the budget, identification of upcoming supply needs for outreach events, and that the Porterville Navigation Center is at full capacity with high ongoing usage of showers and restrooms. He reported on planned expansion of the Navigation Center to include kitchen, dining, and permanent hygiene facilities, recognized volunteer services provided at events, and noted interest in adding permanent shading structures for the outdoor area. He also discussed efforts to improve coordination among homelessness service providers through a clearer organizational structure under the Kings-Tulare Homeless Alliance, and stated the next meeting is scheduled for May 6th.

4. Tule River Improvement JPA - April 6, 2026
Vice Mayor McKervey reported on discussion on funding, final acquisitions, and fencing for the long-term project. He stated that concerns raised regarding early reservoir water release were not adopted, resulting in lower water levels that will delay weir testing and extend the project timeline, while continued efforts focus on improving recreation pool management. Council Member Green added that land acquisitions are complete and county road work may proceed as part of the project.

**ORAL COMMUNICATIONS**

- Lee Qualls, Porterville, thanked the Council for action taken on massage business license revocations. He also referenced a conversation with a homeless resident who had spoken earlier, stating he offered assistance with immediate placement, which was declined.
- Korey Wells, Porterville, expressed appreciation for the Council's handling of discussion regarding a committee appointment. He reiterated concerns about alleged anonymous social media activity and stated the individual involved had acted aggressively toward him when confronted. He also criticized restrictions placed on public engagement on a Council Member's social media page and urged respect for free speech regardless of political views.
- Adrian Moraga, Porterville Elks Lodge, congratulated Mr. Saleh on his appointments and accepted an invitation related to the Washington Monument ribbon cutting for outreach to Elks membership. He noted an offer from his district deputy regarding Elk membership dues for council members and thanked the Chief Deputy City Clerk for attending his Elks installation.
- Alexis Espinoza, Porterville, described the meeting as productive, confirmed her participation in a community haircut event, and noted positive feedback from attendees. She invited Council Members to future events and expressed appreciation for City Attorney Lew, wishing her well in retirement.
- Taha Saleh, Porterville, addressed City Attorney Lew in her final meeting, reflecting on the value of civic engagement and committee service. He encouraged community participation and apologized if his involvement had caused any discomfort, stating it was not his intention.
- Brock Neeley, Porterville, offered brief remarks to City Attorney Lew, expressing appreciation for her service and stating he would miss her, concluding with a farewell sentiment.

**OTHER MATTERS**

- Council Member Beltran highlighted upcoming Tulare County Household Hazardous Waste and E-Waste event and encouraged residents to participate alongside the City's Spring Community Clean-Up. He noted that the penny elimination policy creates an opportunity to explore citywide point-of-sale technology for non-cash payments. He also made a motion to review the temporary sign ordinance regarding perceived timing advantages for incumbent candidates over new candidates; the motion failed for lack of a second.
- Vice Mayor McKervey reflected on the meeting as having included "real conversations" and addressed concerns regarding anonymous political social media pages, urging transparency and discouraging misinformation and restricted dialogue. He encouraged open communication and stated he remains accessible to residents.
- Mayor Meister clarified he is not affiliated with a referenced social media page and commented on perceived selective content moderation. He then provided a tribute to City Attorney Lew, acknowledging the difficulty of the Council's decision to transition legal services and highlighting her contributions on major city matters. He presented her with a commemorative plaque in appreciation of her service.

- City Manager Tree recognized staff contributions, including coordination of public records software, cleanup efforts following recent community events, and recognition of staff promotions in Engineering and Public Works. He also acknowledged a community member known for assisting a homeless individual at Centennial Park. Additionally, he reported on a $1.4 million federal earmark request for airport improvements and announced upcoming meetings in Washington, D.C. with federal officials to advocate for continued investment in the Porterville Airport.

The City Council reconvened into closed session at approximately 9:41 p.m.

**CLOSED SESSION**

None.

**ADJOURNMENT**

The Council adjourned at 10:29 p.m. to the meeting of April 21, 2026, at 5:30 p.m.

Fernando Gabriel-Moraga,
Chief Deputy City Clerk

SEAL

Greg Meister, Mayor

SUBJECT: Authorization to Purchase Semi-Truck

SOURCE: Transportation

COMMENT: As authorized by Minute Order 23-110425, and consistent with the City's purchasing policy, staff obtained three competitive quotes and evaluated options for a semi-truck to support operational needs for the Streets Department.

This vehicle will support hauling and material transport operations and replace aging equipment within the Streets Division. Staff evaluated each option based on compatibility, durability, functionality, delivery timeframe, and overall cost-effectiveness.

The evaluated quotes are summarized as follows:

| **Vendor** | **Quote** |
|---|---|
| Coast Counties Truck & Equipment | $158,639.84 |
| Interstate Truck Center | $179,066.76 |
| Rush Truck Centers | $185,785.63 |

Based on these criteria, Coast Counties Truck & Equipment was determined to be the lowest responsive and responsible vendor.

Staff recommends proceeding with the purchase from Coast Counties Truck & Equipment. The total cost, including applicable fees and a 10% contingency for unforeseen costs, will not exceed $174,503.82. Funding is available in the General Fund Equipment Replacement Fund.

RECOMMENDATION: That the City Council authorize the purchase of one semi-truck from Coast Counties Truck & Equipment for an amount not to exceed $174,503.82, consistent with the City's purchasing policies and adopted budget.

ATTACHMENTS:

1. Coast Counties Quote
2. Interstate Truck Center Quote
3. Rush Truck Centers Quote

Appropriated/Funded:

Review By:

Department Director:
Russell Isom, Director of Transportation

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

# CUSTOMER PROPOSAL

COAST COUNTIES
Truck & Equipment
est. 1949

San Jose | San Leandro | Salinas | Windsor | Eureka | Paso Robles | Vacaville | Fresno | Porterville | Bakersfield

**Address: 15243 Road 192 | Porterville, CA 93257 | Phone: (559) 782-5800**

Quote #: DE-01946
Date: 02/09/2026
Sale Type: Cash
Salesperson: Glen Catalina
Customer PO#:

Bill To: 14126TS
CITY OF PORTERVILLE
555 N PROSPECT ST
291 N. MAIN ST.
PORTERVILLE CA 93257-1936
P:(559) 782-7597

Ship To:
CITY OF PORTERVILLE
555 N PROSPECT ST
PORTERVILLE, CA 93257-1936

Thank you for the opportunity! We look forward to working with you. Please accept the following proposal:

**Stock#:** **VIN:2027** **2027 Peterbilt 567** **Base Price:** **$144,803.48**
**Axles: 2 GCWR: 80000** **BodyType: DS**

| | |
|---|---|
| **Total Base Price** | **$144,803.48** |
| Tire Recycling Fee | $10.50 |
| Documentation Fee | $45.00 |
| Sales Tax (9.25%) | $13,430.86 |
| Admin Fee | $350.00 |
| **Total** | **$158,639.84** |

FET EXEMPT.
SUBJECTED TO ANY UNFORESEEN CHARGES SUCH AS TARIFF SURCHARGES (ETC). (INITIAL) _____
FLOORING WILL BE CHARGED AT THE RATE OF $37.00 PER DAY IF UNIT IS NOT PAID IN FULLWITHIN 30 DAYS OF ARRIVING AT DEALER. (INITIAL)_____

NEW VEHICLE SALE - The sold warranty applying to the Vehicle(s) are those offered by the manufacturer.

Proposal Valid for: 5 Days

*See DISCLAIMER

**Coast Counties Truck & Equipment Company (C512)**
**15243 Road 192**
**Porterville, California 93257**

**City Of Porterville**
**555 N Prospect St**
**Porterville, California 93257**
**United States of America**

**Glen Catalina**
**Cell Phone: 559-355-7165**
**Office Phone: 559-782-5800**
**Email: gcatalina@coastcounties.com**

**Russell Isom**

**Office Phone: 559-782-7597**
**Email: risom@ci.porterville.ca.us**

# Vehicle Summary

### Unit

| | |
|---|---|
| Model: | Model 567 |
| Type: | Tractor |
| Description 1: | 2 axle Tractor |
| Description 2: | Copy of 2 axle Tractor |

### Application

| | |
|---|---|
| Intended Serv.: | Construction Dump - On/Off Highway |
| Commodity: | Other Commodity |

### Body

| | |
|---|---|
| Type: | |
| Length (ft): | 0 |
| Height (ft): | 0 |
| Max Laden Weight (lbs): | 0 |

### Trailer

| | |
|---|---|
| No. of Trailer Axles: | 2 |
| Type: | Bottom Dump |
| Length (ft): | 53 |
| Height (ft): | 13.5 |
| Kingpin Inset (in): | 36 |
| Corner Radius (in): | 1 |

### Restrictions

| | |
|---|---|
| Length (ft): | 65 |
| Width (in): | 102 |
| Height (ft): | 13.5 |

### Chassis

| | |
|---|---|
| Fr Axle Load (lbs): | 12000 |
| Rr Axle Load (lbs): | 22700 |
| G.V.W.R. (lbs): | 34700 |
| G.C.W. (lbs): | 80000 |

| Road Conditions: | |
|---|---|
| Class A (Highway) | 90 |
| Class B (Hwy/Mtn) | 10 |
| Class C (Off-Hwy) | 0 |
| Class D (Off-Road) | 0 |
| Maximum Grade: | 6 |
| Wheelbase (in): | 154 |
| Overhang (in): | 34 |
| Fr Axle to BOC (in): | 68.2 |
| Cab to Axle (in): | 85.8 |
| Cab to EOF (in): | 119.8 |
| Overall Comb. Length (in): | 801.23 |

### Special Req.

**Approved by:** _____ **Date:** _____

**Note: All sales are F.O.B. designated plant of manufacture.**

Price Level: January 1, 2026 100% Complete Date: March 30, 2026
Dealer: Apple Tractor Quote Number: QUO-1140382-L0Y1N5
Printed On: 3/30/2026 10:19:11 AM

New 2025 PETERBILT Conventional - Day Cab

**567 For Sale**

50 Miles Stock # 693433

$163,850

Base Price $163,850.00
Tire recycling fee $10.50
Documentation Fee $45.00
Sales tax $15,161.26
Total $179,066.76

## Interstate Truck Center

24 days listed 5 views 0 saves

**Description**

Stock # 693433 50 Miles

2025 PETERBILT, S67, Heavy Duty Trucks - Day Cab Trucks, PACCAR MX-13, Manual, 2025 PETERBILT MODEL 567 MX-13 ENGINE DAY CAB TRACTOR, 510 Horse Power, Pete Low Air Leaf Suspension, Aluminum Wheels, 205 Wheel Base, 22.5, Axle, 3.36 Ratio, , VIN 1XPCDP9X2SD693433

Message from Interstate Truck Center

Two locations - Stockton and Turlock.

**Interstate Truck Center**

**Detailed Specifications**

| | |
|---|---|
| **Condition:** | New |
| **Year:** | 2025 |
| **Make:** | PETERBILT |
| **Model:** | 567 |
| **Class:** | CLASS 8 (GVW 33001 - 150000) |
| **Category:** | Conventional - Day Cab |
| **Location:** | Stockton, CA |
| **Horse Power:** | 510 |
| **Max Horse Power:** | 510 |
| **Fuel Type:** | Diesel |
| **Axles:** | 6x4 |
| **Suspension:** | Pete Low Air Leaf |
| **Wheelbase:** | 205 |
| **Front Axle:** | 13,200 |
| **Brake Type:** | AIR |
| **Stock Number:** | 693433 |
| **VIN:** | 1XPCDP9X2SD693433 |
| **Drivetrain:** | Rear Wheel Drive |
| **Engine Manufacturer:** | PACCAR |
| **Engine Model:** | MX-13 |
| **Engine Size:** | 13.0L |
| **GVWR:** | 53,200 |
| **Transmission Make:** | EATON |
| **Transmission Speed:** | 10 |
| **Transmission Type:** | Manual |

| | |
|---|---|
| **Front Tire Size:** | 22.5 |
| **Rear Tire Size:** | 22.5 |
| **Color:** | WHITE |
| **Mileage:** | 50 |

See more Trucks from this dealer

2024 PETERBILT 567 Conventio...
Interstate Truck Center

2024 PETERBILT 567 Conventio...
Interstate Truck Center

2015 PETERBILT 567 Conventio...
Interstate Truck Center

2026 PETERBILT 567 Dump Truck
Interstate Truck Center

2024 PETERBILT 567 Conventio...
Interstate Truck Center

Interstate Truck Center

Two locations - Stockton and Turlock

**Disclaimers**

**Commercial Truck Trader Disclaimer:** The information provided for each listing is supplied by the seller and/or other third parties. Commercial Truck Trader cannot be responsible for the accuracy of the information. Please refer to the Commercial Truck Trader Terms of Use for further information.

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New 2025 PETERBILT Conventional - Day Cab

**567 For Sale**

Stock # 1727264

$170,000

**Rush Truck Centers - Los Angeles**

Base Price $170,000.00
Tire recycling fee $10.50
Documentation Fee $45.00
Sales tax $15,730.13
Total $185,785.63

50+ days listed · 57 views · 0 saves

Willing to negotiate

Secure the right deal for your budget.

Make an offer

**Description**

Stock # 1727264

2025 Peterbilt 567, PACCAR, MX-13, 510HP, Fuller 18 Speed Transmission, Day Cab, Stock # 1727264 The Peterbilt Model 567 End Dump is the look of modern trucking. All the benefits of an aluminum cab structure for long-lasting endurance and ruggedness designed to endure the rigors of dump, logging, construction, and the harshest of vocational applications. This truck features a 510 HP PACCAR MX-13 engine and 18-speed transmission, heavy duty driveline with the Peterbilt Air Trac suspension. The dash has all the gauges, so monitoring all systems is only a glance away. Don t hesitate to call or come by Rush Truck - Los Angeles and let one of our sales professionals tell you about any of our Model 567s in inventory, as well as the great financing options currently available. Delivery available. Price does not include state and local taxes; tags; registration or title fees; dealer-imposed fees, including document preparation, processing or servicing fees, or any optional equipment or upfitting work selected by buyer. Valid while supplies last. Images shown may not reflect actual vehicle.

Message from Rush Truck Centers - Los Angeles

With thousands of trucks in stock across our network we can help you find the truck you need. Our exclusive Ready to Roll program offers hundreds of trucks already bodied-up for virtually every work-ready application. Or we can help you spec a truck to fit your exact requirements. Contact us to see why you can expect more from Rush Truck Centers.

**Rush Truck Centers - Los Angeles**

**Detailed Specifications**

| | |
|---|---|
| **Condition:** | New |
| **Year:** | 2025 |
| **Make:** | PETERBILT |
| **Model:** | 567 |
| **Class:** | CLASS 8 (GVW 33001 - 150000) |
| **Category:** | Conventional - Day Cab |
| **Location:** | Pico Rivera, CA |
| **Horse Power:** | 510 |
| **Fuel Type:** | Diesel |
| **Suspension:** | TaperLeaf |
| **Wheelbase:** | 225 |
| **Brake Type:** | AIR |
| **Stock Number:** | 1727264 |
| **VIN:** | 1XPCDP9X4SD719711 |
| **Drivetrain:** | Rear Wheel Drive |
| **Engine Manufacturer:** | PACCAR |
| **Engine Model:** | MX-13 |
| **Engine Size:** | 13.0L |
| **Transmission Make:** | Fuller |
| **Front Tire Size:** | 24.5 |
| **Rear Tire Size:** | 24.5 |
| **Color:** | WHITE |

Interior Color: Sterling Gray

See more Trucks from this seller

2024 PETERBILT 567 Conventio... | 2024 PETERBILT 567 Conventio... | 2021 PETERBILT 567 Dump Truck | 2024 PETERBILT 567 Conventio... | 2024 PETERBILT 567 Conventio... | 203

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SUBJECT: Authorization to Issue a Request for Qualifications for On-Call Permit Plan Review and Building Inspection Services

SOURCE: Engineering and Project Management

COMMENT: The Building Division has historically utilized a third-party company to complete building permit plan checking whenever workload, project size, and/or project complexity warranted the use of external help. The current agreement is limited to plan check services and only includes one firm, Interwest Consulting, Inc. Staff wishes to distribute a Request for Qualifications (RFQ) to develop an on-call list of full-service consulting firms to provide professional services for permit plan review and inspection of construction projects within the City to ensure the City's ability to provide these services if, and when, needed.

Qualified firms and/or individuals interested in providing permit plan review and building inspection services shall submit a statement of qualifications that complies with the RFQ that will be rated by a selection panel. Qualified firms/individuals will be asked to submit a fee schedule for their services.

Staff will present the proposed list of firms/individuals for final Council approval once staff review is complete.

RECOMMENDATION: That the City Council authorize the issuance of a Request for Qualifications for on-call permit plan review and building inspection services.

ATTACHMENTS:

Appropriated/Funded:

Review By:

Department Director:
Clayton Dignam, Interim Engineering and Project Management Director/Fire Marshal

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

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:

| **Contractor** | **Bid Amount** |
|---|---|
| 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 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: | To Contractor |
|---|---|
| City of Porterville<br>Transportation Department<br>291 N. Main Street<br>Porterville, CA 93257 | Michael Clower<br>President<br>312 E. Grand Avenue<br>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.

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| **City of Porterville** | **Bright House Energy Construction, Inc.** |
| 291 N. Main Street | 312 E. Grand Avenue |
| Porterville, CA 93257 | 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. <u>Nondiscrimination in Federal Public Transportation Programs.</u>**

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. **<u>Nondiscrimination – Title VI of the Civil Rights Act</u>**.

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. **<u>Equal Employment Opportunity</u>**.

1. <u>Federal Requirements and Guidance.</u> 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. <u>Contract Work Hours/Safety Standards for Awards Not Involving Construction</u>**
*[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 Contactor 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 the 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. <u>Nondiscrimination in Federal Public Transportation Programs.</u>**

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. **<u>Nondiscrimination – Title VI of the Civil Rights Act</u>**.

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. **<u>Equal Employment Opportunity</u>**.

1. <u>Federal Requirements and Guidance.</u> 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-

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. <u>Contract Work Hours/Safety Standards for Awards Not Involving Construction</u>**

*[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 Contactor 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 XXXXXXXXX Project (Project); and

B. On XXXXXXX, the City issued a Request for Proposals (RFP) for the XXXXXXXXXX (Project). On XXXXXX, Contractor submitted its proposal for the Project to the City. City has determined that Contractor possesses the skills, experience and certification required to provide the goods and services.

C. After negotiations between the City and Contractor, the Parties have reached an agreement for the performance of services in accordance with the terms set forth in this Agreement.

D. This Agreement is being executed pursuant to Resolution No. _____-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 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: | To Contractor |
|---|---|
| City of Porterville | _____ |
| Transportation Department | _____ |
| 291 N. Main Street | _____ |
| Porterville, CA 93257 | _____ |

**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** | **Contractor** |
|---|---|
| 291 N. Main Street | _____ |
| Porterville, CA 93257 | _____ |
| By: Greg Meister | By: _____ |
| Title: Mayor | Title: _____ |
| Date: _____ | Date: _____ |
| | Federal Employer Tax ID No. _____ |
| Signature: _____ | Signature: _____ |

Attest:

_____
Fernando Gabriel-Moraga
Chief Deputy City Clerk

Approved as to form:

_____
Julia M. Lew, City Attorney

Exhibits:

A. RFP No.XXX XXXXXXXXXXX
B. Contractor Proposal
C. Compensation

BRIGHT HOUSE ENERGY CONSTRUCTION INCORPORATED

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,

Michael Clower
President
Bright House Energy Construction, Inc.

BRIGHT HOUSE
ENERGY
CONSTRUCTION
INCORPORATED

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
INCORPORATED

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 Iverters 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 simutaneously.

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 # 1 Signature [signature]

Addendum # 2 Signature [signature]

Addendum # _____ Signature _____

Addendum # _____ Signature _____

Addendum # _____ Signature _____

Company: Bright House Energy Conservation, Inc.

Name: Richard Chavez

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: Nicholas Clower

Title: President

Signature: [signature]

Date: 02-20-2026

**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 Glover

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 Clower

Title: President

Signature: [signature]

Date: 12-20-2020

**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 CLOWER

Title: PRESIDENT

Signature: [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 Clower

Title: President

Signature: [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 Clower

Title: President

Signature: [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 |
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| Cleaning | Transit Center | First & Second Clean | $4,800.00 | $3,200.00 |
| Hardware Upgrade | Older Canopies (4) Corp Yard | ***See Notes | | $0.00 |
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| 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 |
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| 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 Iverters 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 simutaneously.

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.

SUBJECT: Authorization to Approve Contract Amendment No. 2 with Provost & Pritchard for the Comprehensive Development Ordinance Update

SOURCE: Community Development

COMMENT: At its meeting on July 19, 2022, the City Council approved entering into an agreement with Provost & Pritchard Consulting Group (P&P) for the development of a comprehensive update to the City's Development Ordinance for the amount of $159,735. Since that time, the consultant team has been working on the preparation of a draft Development Ordinance, including extensive outreach to stakeholders such as the City Council, local developers, and the community to solicit and incorporate feedback on proposed regulatory changes.

On May 20, 2025, the City Council approved Amendment No. 1, which provided additional funding to support continued project management coordination and consultant services necessary to advance the ordinance update. As the project has progressed, the complexity of the City's existing code, combined with additional direction from the City Council and input from the development community, has resulted in the need for further revisions and expanded scope beyond what was originally anticipated.

Amendment No. 2 addresses these additional efforts by allowing the consultant team to continue refining the Development Ordinance to reflect Council priorities and community needs. This includes the evaluation and incorporation of best practices from comparable jurisdictions, as well as substantive revisions to development standards, overlay districts, and procedural requirements. These refinements are intended to create a more user-friendly, efficient, and predictable regulatory framework.

The continued investment in this project directly supports the City Council's priorities of deregulation and enhancing economic development. By modernizing the Development Ordinance and removing outdated or overly complex provisions, the City is working to streamline the development review process, reduce regulatory barriers, and improve clarity for applicants. The proposed updates are intended to improve consistency in application review, reduce processing times, and provide greater certainty for property owners,

developers, and the community.

These additional efforts are critical to ensuring that the final Development Ordinance is not only comprehensive, but also implementable and responsive to current development conditions. While the amendment represents an increase in project cost, it ensures the City delivers a modernized regulatory framework that reduces long-term administrative burden and supports more efficient project delivery. This amendment represents the final phase of consultant support necessary to bring the Development Ordinance update to adoption, currently anticipated in late 2026.

RECOMMENDATION: That the City Council approve Contract Amendment No. 2 with Provost & Pritchard Consulting Group for the Comprehensive Development Ordinance Update in an amount not to exceed $51,000, for a total contract amount not to exceed $255,865, and authorize the City Manager to execute the amendment, subject to final approval by the City Attorney.

ATTACHMENTS:

1. Service Agreement for Comprehensive Development Ordinance Update
2. Amendment No. 1 to Service Agreement
3. Amendment No. 2 to Service Agreement

Appropriated/Funded:

Review By:

Department Director:
Claudia Calderon, Community Development Director

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

# SERVICE AGREEMENT

DATE: September 13, 2022

PARTIES: City of Porterville, a California municipal corporation, hereinafter referred to as "CITY"; and "Provost and Pritchard Consulting Group", hereinafter referred to as "CONSULTANT".

RECITALS: CITY has undertaken a project on which it is seeking assistance from CONSULTANT. Said project which will hereinafter be referred to as "Project" is described as follows:

Project Name: Comprehensive Development Ordinance Update

DESCRIPTION OF PROJECT: In general, CONSULTANT to provide design services for the Porterville Multi-Family Residential project. Details are summarized in the Scope of Work as Attachment "A."

IN CONSIDERATION OF MUTUAL COVENANTS AND AGREEMENTS HEREINAFTER set forth the parties hereto do contract and agree as follows:

SECTION 1. CONTRACT SERVICES:

CONSULTANT hereby agrees to provide the following services and materials, in a timely manner as described in the Scope of Work, Attachment A.

SECTION 2. PAYMENT:

In consideration for said services and materials, CITY shall pay CONSULTANT on a time and materials basis and/or not to exceed $163,000 Dollars.

TIME OF PAYMENT: Progress payment requests shall be submitted by the 25th of each month. CONSULTANT should receive payment within 45 days of the date the bill is received.

SECTION 3. COMPLETION DATE:

The services to be performed by CONSULTANT will be commenced upon execution of this agreement and all "work directives" shall be completed by (date}. In the case of ongoing testing and results protocol, the CONSULTANT shall submit results as required to CITY, State and/or Federal governing agencies.

SECTION 4. FAMILIARITY WITH PROJECT:

CONSULTANT agrees that CONSULTANT shall use the Standard of Care to become familiar with all of the details of the project required to perform its services. CONSULTANT agrees it will not rely upon any opinions and representations of CITY unless CITY provides said information and said reliance is consistent with the Standard of Care.

SECTION 5. INDEPENDENT CONTRACTOR:

It is expressly understood that CONSULTANT is entering into this contract and will provide all services and materials required hereunder as an independent contractor and not as an employee of CITY. CONSULTANT specifically warrants that it will have in full force and effect, valid insurance covering:

(i) Professional Liability Insurance

Consultant shall maintain professional liability insurance that insures against professional errors and omissions that may be made in performing the Services to be rendered in connection with this Agreement, in the minimum amount of two million dollars ($2,000,000) per claim in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this agreement, and consultant agrees to maintain continuous coverage through a period of no less than three years after completion of the services required by this agreement.

(ii) General Liability

Consultant shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than two million dollars ($2,000,000) per occurrence for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project or the general aggregate limit shall be twice the required occurrence limit. Consultant's general liability policies shall be primary and shall not seek contribution from the City's coverage, and be endorsed using Insurance Services Office form CG 20 10 (or equivalent) to provide that City and its officers, officials, employees, and agents shall be additional insureds under such policies.

(iii) Auto Liability

Consultant shall provide auto liability coverage for owned, non-owned, and hired autos using ISO Business Auto Coverage form CA 00 01, or the exact equivalent, with a limit of no less than two million dollars ($2,000,000) per accident.

(iv) Worker's Compensation

Consultant shall maintain Worker's Compensation Insurance (Statutory Limits) and Employer's Liability Insurance with limits of at least one million dollars ($1,000,000). Consultant shall submit to City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of City, its officers, agents, employees, and volunteers.

(v) Indemnity for Professional Liability

To the fullest extent permitted by law, Consultant shall indemnify, protect, including reimbursement of the reasonable cost to defend and hold harmless City and any of its officials, employees and agents from and against any and all losses, liabilities, damages, costs, and expenses, including reimbursement of reasonable legal consultant's fees and costs but only to the extent the Consultant (and its Sub-

Consultants) are responsible for such damages, liabilities, and costs on a comparative basis of fault between the Consultant (and its Sub-Consultants) and the City in the performance of professional services under this agreement as determined by a court of competent jurisdiction or as agreed upon by the parties in settlement.

(vi) Indemnity for Other than Professional Liability

Other than in the performance of professional services and to the full extent permitted by law, Consultant shall indemnify, defend, and hold harmless City, and any and all of its employees, officials, and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged, or threatened, including legal Consultant's fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Consultant or by any individual or City for which Consultant is legally liable, including, but not limited to officers, agents, employees, or subcontractors of Consultant, except and to the extent such losses are caused by the sole negligence or willful misconduct of the City.

SECTION 6. WORKMANSHIP AND MATERIALS:

Every part of the work herein described shall be executed in a professional manner consistent with the degree of skill and care ordinarily exercised by members of the same profession currently practicing under similar circumstances in the same or similar locale (hereinafter "Standard of Care") with competent, experienced personnel. Finished or unfinished material prepared under the agreement, prepared by CONSULTANT, shall become property of CITY upon payment in full of all monies due to the CONSULTANT. CONSULTANT hereby represents that any materials prepared under this agreement shall be fit for the intended use contemplated by the parties consistent with the Standard of Care.

SECTION 7. ASSIGNMENT OF CONTRACT:

It is acknowledged by the parties that CITY has entered into this contract with the express understanding that CONSULTANT will perform all work. CONSULTANT shall not, without the written consent of CITY, assign, transfer or sublet any portion or part of this work, nor assign any payments to others.

SECTION 8. NONDISCRIMINATION:

CONSULTANT will not discriminate against any employee, or applicant for employment as required by applicable Federal and State law.

SECTION 9. CONFLICT OF INTEREST CODE:

CONSULTANT agrees to comply with all applicable conflict of interest laws and regulations, including but not limited to the Political Reform Act of 1974, Government code Section 1090, and the CITY'S "Conflict of Interest Code."

CONSULTANT covenants that it presently has no interest, and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of service required hereunder. The term "conflict" shall include, as a minimum, the definition of a "conflict of interest" under the California Fair Political Practices Act and the City of Porterville Conflict of Interest Code, as that term is applied to consultants.

SECTION 10. TERMINATION:

Either party for just cause may terminate this contract by giving ten (10) days written notice to the other party. Upon termination by CITY, CITY shall be relieved of any obligation to pay for work not completed including profit and overhead. CONSULTANT may be entitled to just and equitable compensation for satisfactory work completed, except CITY can withhold damages incurred as a result of the termination.

SECTION 11. MISCELLANEOUS:

It is understood and agreed that this Service Agreement represents the entire Agreement between the parties. Each party and its legal counsel have had the opportunity to participate fully in the review and revision of this Agreement. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this Agreement. The language in this Agreement shall be interpreted as to its fair meaning and not strictly for or against any party. Should it be necessary to institute legal proceedings, including alternative dispute proceedings, to enforce any and all of the covenants and conditions of this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs.

SECTION 12. DISPUTES; VENUE:

If either party initiates an action to enforce the terms hereof or declare rights hereunder, the parties agree that this Agreement is entered into and is to be performed in Tulare County, California. To the fullest extent permitted by law, CONSULTANT hereby waives any rights it might have to remove any such action pursuant to California Code of Civil Procedure Section 394.

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

| | |
|---|---|
| CITY OF PORTERVILLE | CONSULTANT |
| By _____ | By _____ |
| Date 9/13/2022 | Date 9/13/2022 |

PROVOST&PRITCHARD
CONSULTING GROUP

400 E Main St, Ste 300 •Visalia, CA 93291 • (559) 636-1166
www.provostandpritchard.com

# SCOPE & BUDGET CHANGE/PHASE AMENDMENT

| | | | |
|---|---|---|---|
| **To:** | Claudia Calderon, Acting Community Development Director<br>City of Porterville | **Email:** | ccalderon@ci.porterville.ca.us |
| **CC:** | | **Email:** | jridenour@ci.porterville.ca.us |
| **From:** | Dawn Marple, Principal Planner | **Date:** | May 15, 2025 |
| **Subject:** | Comprehensive Development Code Project – Amendment No. 1 | | |

A contract amendment is hereby submitted to the City of Porterville for the Comprehensive Development Code Project (Job No. 1016-22-001) to incorporate the changes discussed below. This contract amendment is subject to the same terms and conditions of the original agreement for the project dated September 13, 2023.

## JOB NAME, JOB NO. 1016-22-001
## PHASE 1: ONGOING MANAGEMENT

- The project timeline has been extended due to the complexity of the code. Therefore, additional on-going project management duties and internal coordination meetings have been conducted and will continue to be conducted through May of 2025.
- Attendance at Developer Quarterly Meetings. P&P has attended two (2) Developer Quarterly Meetings. It is anticipated that P&P will attend up to one (1) additional Developer Quarterly Meeting.

## PHASE PH4 – DRAFT AMENDMENTS

Work Completed to meet December 2024 deadline:

- Incorporation of the Housing Element Programs into the Development Code draft.
- Attendance at City Council to present Housing Element Program text changes (December 17, 2024).

Upcoming work to be completed:

- Summary Review preparation and presentation at City Council meeting/work session. (Anticipated for April 15)
- First Round of in person one-on-one meetings with each City Council member to review Development Code revisions prior to City Council presentations by planning staff (Anticipated in early April prior to the City Council meeting)
- Second Round of one-on-one meetings with each City Council member to review Development Code revisions prior to City Council presentations by planning staff (meetings can be held remotely, via Microsoft TEAMS or in-person) (Anticipated in June prior to the City Council meeting)
- Preparation of materials and staff reports for City Council meetings to present Development Code, including supporting materials for agenda packet

The signature below hereby authorizes a change in the time and materials budget for Phase PH1 Ongoing Management and PH4 Draft Amendments:

| BUDGET AMENDMENT – PROJECT NO. 1016-22-001 | | | |
|---|---|---|---|
| **Phase Name** | **Current Budget** | **Budget Increase** | **New Budget Total** |
| Phase 1: Project Kickoff and Ongoing Management | $18,291 | $17,830 | $36,121 |
| Phase 2:Issue Identification | $10,346 | | $10,346 |
| Phase 3: Audit Report and Annotated Outline | $29,197 | | $29,197 |
| Phase 4: Draft Amendments | $80,137 | $27,300 | $107,437 |
| Phase 5: Public Hearing and Adoption | $21,764 | | $21,764 |
| **Totals** | **$159,735.00** | **$45,130** | **$204,865** |

## SCHEDULE

The Housing Element Program changes are required to be adopted prior to January 1st, 2025. Planning prepared separate documents related to the Housing Element programs and staff attended City Council meeting on December 17, 2024. These programs have been incorporated into the updated Development Code and will be reviewed and discussed with City Council members as well as City of Porterville developers in April of 2025. As stated above, the project timeline has been extended due to the complexity of the code. Therefore, additional on-going project management duties and internal coordination meetings have been conducted and will continue to be conducted through June of 2025.

Please sign, date and return to Dawn Marple at Provost & Pritchard Consulting Group by emailing dmarple@ppeng.com.

| | | | |
|---|---|---|---|
| **Client:** | City of Porterville | Provost & Pritchard Engineering Group, Inc. dba Provost & Pritchard Consulting Group | |
| **By:** | | **By:** | |
| **Name/Title:** | Claudia Calderon, Acting Community Development Director | **Name/Title:** | Sara Allinder<br>Director of Operations |
| **Date Signed**: | | **Date Signed:** | May 15, 2025 |

PROVOST&PRITCHARD
CONSULTING GROUP

400 E Main St, Ste 300 •Visalia, CA 93291 • (559) 636-1166
www.provostandpritchard.com

# SCOPE & BUDGET CHANGE/PHASE AMENDMENT

| | | | |
|---|---|---|---|
| **To:** | Claudia Calderon, Community Development Director<br>City of Porterville | **Email:** | ccalderon@ci.porterville.ca.us |
| **CC:** | | **Email:** | |
| **From:** | Dawn Marple, Principal Planner | **Date:** | March 24, 2026 |
| **Subject:** | Comprehensive Development Code Project – Amendment No. 2 | | |

A contract amendment is hereby submitted to the City of Porterville for the Comprehensive Development Code Project (Job No. 1016-22-001) to incorporate the changes discussed below. This contract amendment is subject to the same terms and conditions of the original agreement for the project dated September 13, 2023.

## CITY OF PORTERVILLE COMPREHENSIVE DEVELOPMENT CODE UPDATE (JOB NO. 1016-22-001)

### PHASE PH1: ONGOING MANAGEMENT

- The project timeline has been extended due to the requested changes and complexity of the code as well as additional input from local developers. Therefore, additional on-going project management duties and internal coordination meetings have been conducted and will continue to be conducted through August of 2026.

### PHASE PH4: DRAFT AMENDMENTS

The following tasks have been completed at the request of the City and are considered outside the original Scope of Work and Amendment No. 1:

- Review of municipal ordinances for incorporation into the Development Code, including direction from the City Manager to evaluate ordinances from City of Tulare and City of Delano as reference models.
- Implementation of additional revisions to the Draft Development Code as directed by the City Manager, City Council, and local developers. These revisions include the following:
  - Modifications to design standards
  - Revisions to the Hillside Overlay District
  - Updates to language regarding response times
  - Changes related to the UDB Overlay
  - Revisions to Master Design Plan requirements
  - Modifications to Open Space requirements
  - Updates pertaining to the City's Greenbelt
  - Revisions related to Accessory Buildings
  - Changes to Lot Coverage standards

These additional services constitute out-of-scope work and require an adjustment to the project budget.

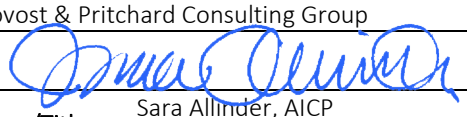
The signature below hereby authorizes a change in the time and materials budget for Phase PH1 Ongoing Management and PH4 Draft Amendments:

| BUDGET AMENDMENT – PROJECT NO. 1016-22-001 | | | |
|---|---|---|---|
| **Phase Name** | **Current Budget** | **Budget Increase** | **New Budget Total** |
| Phase 1: Project Kickoff and Ongoing Management | $36,121 | $8,000 | $44,121 |
| Phase 2:Issue Identification | $10,346 | | $10,346 |
| Phase 3: Audit Report and Annotated Outline | $29,197 | | $29,197 |
| Phase 4: Draft Amendments | $107,437 | $43,000 | $150,437 |
| Phase 5: Public Hearing and Adoption | $21,764 | | $21,764 |
| **Totals** | **$204,865** | **$51,000** | **$255,865** |

## SCHEDULE

As stated above, the project timeline has been extended due to the requested changes to the development code. Therefore, additional on-going project management duties, including coordination meetings, and additional revisions as outlined in PH4 will continue through August of 2026.

Please sign, date and return to Dawn Marple at Provost & Pritchard Consulting Group by emailing dmarple@ppeng.com.

| | | | |
|---|---|---|---|
| **Client:** | City of Porterville | Provost & Pritchard Engineering Group, Inc. dba Provost & Pritchard Consulting Group | |
| **By:** | | **By:** |  |
| **Name/Title:** | Claudia Calderon, Acting Community Development Director | **Name/Title:** | Sara Allinder, AICP<br>Director of Operations |
| **Date Signed**: | | **Date Signed:** | March 24, 2026 |

**PROPOSED SCHEDULE (UPDATED)**

| Porterville Development Ordinance | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Item | Admin Draft Delivery to City | Workshop #1 | Admin Draft City Comments | Public Review Draft Delivery to City | Public Review Period Starts | Workshop #2 | Public Review Period Ends | Public Hearing Draft Delivery to City | Noticing Requirements | CC Hearing - Reading #1 | CC Hearing - Reading #2 | Final Adopted Ordinance Delivery to City |
| Development Ordinance | 6/19/2026 | 6/30/2026 | 7/20/2026 | 8/6/2026 | 8/7/2026 | *Pending City decision* | 9/7/2026 | 9/23/2026 | *Pending City requirements* | 9/29/2026 | 10/20/2026 | 11/6/2026 |
| ***Please note - Timeline is dependent on getting signed amendment processed by 4/21 with council approval*** | | | | | | | | | | | | |

SUBJECT: Authorization to Negotiate a Consultant Services Agreement for the Santa Fe Sportsplex Project

SOURCE: Engineering and Project Management

COMMENT: At the City Council Meeting of December 16, 2025, the City Council authorized staff to distribute a Request for Qualifications (RFQ) for engineered plans and specifications for the Santa Fe Sportsplex Project.

On February 10, 2026, staff received nine (9) Statements of Qualifications (SOQs). Staff reviewed and evaluated the firms in accordance with the City's "Policy for Selecting Consultants to Provide Architectural, Engineering and Similar Services" to ensure that the firms were qualified, and their submittals met the requirements of the Request for Qualifications (RFQ). Seven (7) of the nine (9) firms that submitted SOQs were scheduled for interviews as their submittals received an average score of 70 pts or more out of the available 100.

Consultant interviews were conducted on April 9, 2026, and the firms were ranked based on the answers provided to a standard set of questions regarding the project while factoring in their presentations. The final rankings, based on a maximum score of 50 points, are as follows:

| **Firm** | **Score** |
|---|---|
| Peters Engineering | 42.3 pts |
| MDG | 40.0 pts |
| Verde Design | 39.3 pts |
| GHD | 38.7 pts |
| 4Creeks | 35.7 pts |
| QK | 34.3 pts |
| Blair, Church & Flynn | 34.0 pts |

The evaluation results are included in the attached Consultant Rankings Score Sheet.

Staff recommends initiating negotiations with the top-ranked firm, Peters

Engineering. If an agreement cannot be reached, staff will proceed to the next highest-ranked firms in order of ranking.

Final terms, including scope of services and compensation, will be presented to the City Council for approval at a future meeting.

RECOMMENDATION: That the City Council:
1. Authorize staff to negotiate a Consultant Services Agreement, including scope of services and compensation, with Peters Engineering for the Santa Fe Sportsplex Project;
2. Authorize staff to negotiate with MDG if an agreement cannot be reached with Peters Engineering; and
3. Authorize staff to negotiate with Verde Design if an agreement cannot be reached with MDG.

ATTACHMENTS: 1. Consultant Rankings Score Sheet

Appropriated/Funded:

Review By:

Department Director:
Clayton Dignam, Interim Engineering and Project Management Director/Fire Marshal

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

| CONSULTANT RATING FORM (Interviews)<br>Project Name: Santa Fe Sportsplex Engineered Plans & Specs<br>Date: April 9, 2026 | | FIRM | | | | | | |
|---|---|---|---|---|---|---|---|---|
| | | *Blair, Church & Flynn* | *Verde Design* | *4Creeks* | *MDG* | *Peters Engineering* | *QK* | *GHD* |
| Evaluation Factor | Rating Factor Numerical Range & Weighting Based on Importance of Factor | Score | Score | Score | Score | Score | Score | Score |
| Q1 | 0-10 | 7.3 | 8.3 | 7.3 | 7.7 | 9.3 | 7.0 | 7.0 |
| Q2 | 0-5 | 4.0 | 4.0 | 3.3 | 4.3 | 4.3 | 3.3 | 4.3 |
| Q3 | 0-10 | 7.3 | 7.3 | 7.0 | 8.0 | 9.3 | 7.3 | 8.3 |
| Q4 | 0-10 | 5.3 | 7.7 | 5.7 | 7.0 | 7.0 | 5.7 | 8.7 |
| Q5 | 0-5 | 3.0 | 4.3 | 3.7 | 4.3 | 4.0 | 3.7 | 4.0 |
| Q6 | 0-5 | 3.0 | 3.0 | 4.0 | 4.0 | 3.7 | 3.3 | 2.0 |
| Q7 | 0-3 | 2.0 | 2.7 | 2.7 | 2.7 | 2.7 | 2.0 | 2.3 |
| Q8 | 0-2 | 2.0 | 2.0 | 2.0 | 2.0 | 2.0 | 2.0 | 2.0 |
| TOTAL SCORE: | Maximum Points Possible = 50 | 34.0 | 39.3 | 35.7 | 40.0 | 42.3 | 34.3 | 38.7 |
| FINAL RANKING: | | 7 | 3 | 5 | 2 | 1 | 6 | 4 |

SUBJECT: Authorization to Approve a 24-Month Extension of Time for the Crestview Park Residential Development Project Vesting Tentative Subdivision Map

SOURCE: Community Development

COMMENT: On May 21, 2024, the City Council adopted Resolution No. 25-2024 approving a 46-lot Vesting Tentative Subdivision Map for the Crestview Park Residential Development Project. The project site is located in eastern Porterville, bounded by East Putnam Avenue to the north and North Crestview Street/Olivecrest Avenue to the west-southwest (APN 254-060-032).

Pursuant to Section 66452.6(e) of the California Government Code (Subdivision Map Act), the City Council may grant extensions of time for tentative subdivision maps for a period not to exceed a total of six years.

The applicant has requested a 24-month extension to allow additional time to complete public improvement plans and to proceed toward the recordation of the final map. Staff has been working with the applicant on these improvements, and the extension will allow that work to be completed.

Approval of the extension does not modify the approved project, conditions of approval, or environmental findings. The City Council previously adopted Resolution No. 24-2024 approving a Mitigated Negative Declaration for the project, and no additional environmental review is required.

Granting an extension of time for tentative subdivision maps is a standard practice and allows projects to proceed while maintaining compliance with applicable regulations and conditions of approval.

RECOMMENDATION: That the City Council adopt the Resolution approving a 24-month extension of time for the Crestview Park Residential Development Project Vesting Tentative Subdivision Map.

ATTACHMENTS: 1. Locator Map

2. Reso 24-2024
3. Reso 25-2024
4. Draft Resolution

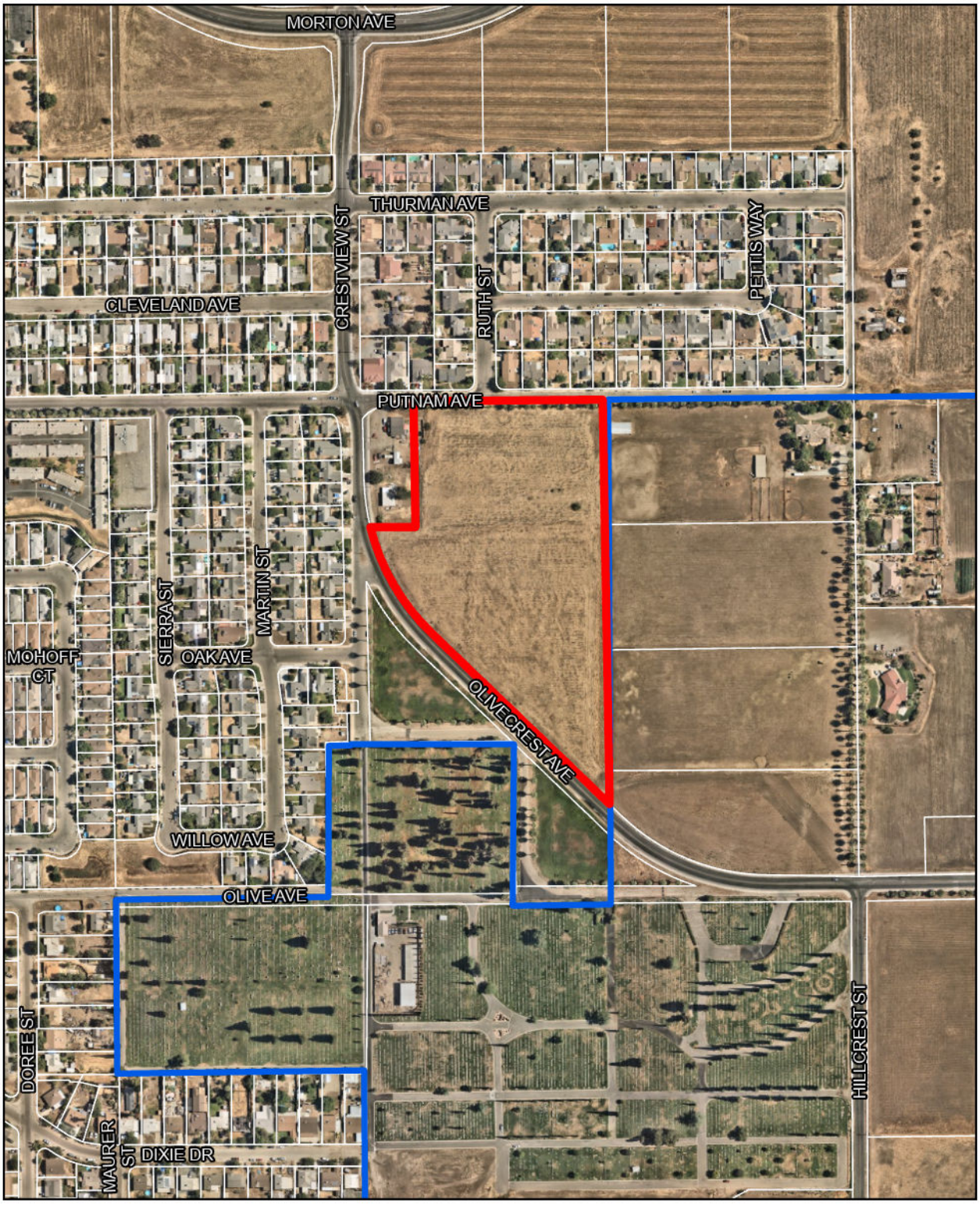
Appropriated/Funded:

Review By:

Department Director:
Claudia Calderon, Community Development Director

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

# Locator Map
# PRC 2023-026




**Crestview Park**

Project Location

City Limits

1 in = 400 feet

N

Date Printed: 8/16/2023 by the Community Development Department

RESOLUTION NO. 24 -2024

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE ADOPTING A MITIGATED NEGATIVE DECLARATION (SCH NO. 2024040762) FOR THE CRESTVIEW PARK RESIDENTIAL DEVELOPMENT (PRC 2023-026)

WHEREAS: Mass Investment Group, LLC (Applicant) has submitted to the City of Porterville, the Crestview Park Residential Development Project (Project), consisting of a Vesting Tentative Subdivision Map and related entitlements to accommodate the subdivision of approximately 10.1 acres into 46 lots located in eastern Porterville bounded to the north by East Putnam Avenue and to the west-southwest by North Crestview Street/Olivecrest Avenue (APN 254-060-032; Site); and

WHEREAS: the Project also includes construction of interior streets, landscaping, public utilities, and improvements of all streets in or adjacent to the subdivision; and

WHEREAS: the aforementioned activities, individually and collectively, constitute a "project" pursuant to the California Environmental Quality Act, Public Resources Code Section 21000, et seq. ("CEQA") and the CEQA Guidelines, California Code of Regulations Title 14, Chapter 3, Section 15000, et seq.; and

WHEREAS: the City has prepared an initial study pursuant to the provisions of CEQA and the CEQA Guidelines; and

WHEREAS: the initial study indicated the potential for significant effects in the resource areas of Biological Resources, Cultural Resources, Greenhouse Gas Emissions, Transportation, and Tribal Cultural Resources; and

WHEREAS: the initial study concluded that with implementation of mitigation measures, all potentially significant effects resulting from the Project can be mitigated to a less-than-significant level, and that adoption of a mitigated negative declaration would be appropriate; and

WHEREAS: pursuant to Public Resources Code Section 21080.3.1, on or about March 15, 2024 the City provided notice of the Project to Tule River Indian Tribe and Santa Rosa Rancheria Tachi Yokut Tribe and received no response therefrom; and

WHEREAS: on April 19, 2024 a notice of intent to adopt a mitigated negative declaration was published in *The Porterville Recorder* and was filed with the Tulare County Clerk and the State Clearinghouse and posted at City Hall and on the City's website, said notice identifying a public review and comment period of 30 days starting on April 19, 2024 and ending on May 19, 2024; and

WHEREAS: the Draft initial study/mitigated negative declaration (IS/MND) was uploaded to the State Clearinghouse, assigned a State Clearinghouse number (2024040762), and circulated for a period of 31 days starting on April 19, 2024 and ending on May 20, 2024; and

WHEREAS: at a regular meeting on May 21, 2024 the City Council of the City of Porterville did conduct a public hearing to consider testimony regarding the Project; and

WHEREAS: the City Council has received the IS/MND and has reviewed and considered the information contained therein; and

WHEREAS: the City Council has considered public testimony received during the public hearing; and

WHEREAS: the City Council finds that the IS/MND has been completed in compliance with CEQA and the CEQA Guidelines; and

WHEREAS: the determinations in the IS/MND consist of the City Council's independent judgement and analysis; and

WHEREAS: based upon the IS/MND and the record, with incorporation of mitigation the Project will not individually or cumulatively have an adverse impact on environmental resources; and

WHEREAS: the City of Porterville is the custodian of the documents and other materials that constitute the record of the proceedings on which these determinations are based, and Porterville City Hall, 291 N. Main Street, Porterville, CA is the location of this record.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Porterville does hereby adopt the IS/MND prepared for the Crestview Park Residential Development Project.

BE IT FURTHER RESOLVED that the Mitigation Monitoring and Reporting Program attached hereto shall be implemented as noted therein as part of project implementation.

BE IT FURTHER RESOLVED the City Manager shall cause a notice of determination to be filed in accordance with CEQA within five business days following project approval.

PASSED, APPROVED, AND ADOPTED this 21st of May, 2024.

By: Martha A. Flores

Martha A. Flores, Mayor

ATTEST:
Patrice Hildreth, City Clerk

By:

Fernando Gabriel-Moraga,
Acting Chief Deputy City Clerk

# MITIGATION MONITORING AND REPORTING PROGRAM

This Mitigation Monitoring and Reporting Program (MMRP) has been formulated based upon the findings of the Draft Environmental Impact Report (EIR) for the City of Porterville's Crestview Park Residential Project (proposed Project). The MMRP lists mitigation measures recommended in the EIR for the proposed Project and identifies monitoring and reporting requirements as well as conditions recommended by responsible agencies who commented on the project.

The first column of the Table identifies the mitigation measure. The second column, entitled "Party Responsible for Implementing Mitigation," names the party responsible for carrying out the required action. The third column, "Implementation Timing," identifies the time the mitigation measure should be initiated. The fourth column, "Party Responsible for Monitoring," names the party ultimately responsible for ensuring that the mitigation measure is implemented. The last column will be used by the City to ensure that individual mitigation measures have been monitored.

| Mitigation Measure | Party responsible for Implementing Mitigation | Implementation Timing | Party responsible for Monitoring | Verification (name/date) |
|---|---|---|---|---|
| **BIO-1 : Protect Nesting Birds**<br><br>Within 30 days prior to ground disturbance activities associated with construction or grading that would occur during the nesting/breeding season of native bird species potentially nesting on the site (typically January through September 15th in the project region, or as determined by a qualified biologist), the applicant shall have weekly surveys conducted by a qualified biologist to determine if active nests of bird species protected by the Migratory Bird Treaty Act and/or the California Fish and Game Code are present in the disturbance zone or within 300 feet (500 feet for raptors and special-status species) of the disturbance zone. The surveys shall continue on a weekly basis with the last survey being conducted no more than seven days prior to initiation of disturbance work. If ground disturbance activities are delayed, then additional pre-disturbance surveys shall be conducted such that no more than seven days will have elapsed between the survey and ground disturbance activities. If active nests are found, clearing and construction within 300 feet of the nest (500 feet for raptors and special-status species) shall be postponed or halted, at the discretion of the biologist, until the nest is vacated and juveniles have fledged, as determined by the biologist, and there is no evidence of a second attempt at nesting. Limits of construction to avoid an active nest shall be established in the field with flagging, fencing, or other appropriate barriers and construction personnel shall be instructed on the sensitivity of nest areas. The biologist shall serve as a construction monitor during those periods when construction activities will occur near active nest areas to ensure that no inadvertent impacts on these nests occur. Results of the surveys shall be provided to CDFG in the Annual Mitigation Status Report. | Project Applicant | Prior to and during construction | Project Applicant / City of Porterville | |

| Mitigation Measure | Party responsible for Implementing Mitigation | Implementation Timing | Party responsible for Monitoring | Verification (name/date) |
|---|---|---|---|---|
| <u>CUL-1: Protect Cultural Resources</u><br><br>• Before initiation of construction or ground-disturbing activities associated with the Project, the City shall require all construction personnel to be alerted to the possibility of buried cultural resources, including historic, archeological and paleontological resources;<br>• The general contractor and its supervisory staff shall be responsible for monitoring the construction Project for disturbance of cultural resources; and<br>• If a potentially significant historical, archaeological, or paleontological resource, such as structural features, unusual amounts of bone or shell, artifacts, human remains, or architectural remains or trash deposits are encountered during subsurface construction activities (i.e., trenching, grading), all construction activities within a 100-foot radius of the identified potential resource shall cease until a qualified archaeologist evaluates the item for its significance and records the item on the appropriate State Department of Parks and Recreation (DPR) forms. The archaeologist shall determine whether the item requires further study. If, after the qualified archaeologist conducts appropriate technical analyses, the item is determined to be significant under California Environmental Quality Act, the archaeologist shall recommend feasible mitigation measures, which may include avoidance, preservation in place or other appropriate measure, as outlined in Public Resources Code section 21083.2. The City of Porterville shall implement said measures.<br><br>**CUL-2:** The Project applicant will incorporate into the construction contract(s) a provision that in the event a fossil or fossil formations are discovered during any subsurface construction activities for the proposed | Project Applicant | Prior to and during construction | Project Applicant | |

| Mitigation Measure | Party responsible for Implementing Mitigation | Implementation Timing | Party responsible for Monitoring | Verification (name/date) |
|---|---|---|---|---|
| Project (i.e., trenching, grading), all excavations within 100 feet of the find shall be temporarily halted until the find is examined by a qualified paleontologist, in accordance with Society of Vertebrate Paleontology standards. The paleontologist shall notify the appropriate representative at the City of Porterville, who shall coordinate with the paleontologist as to any necessary investigation of the find. If the find is determined to be significant under CEQA, the City shall implement those measures, which may include avoidance, preservation in place, or other appropriate measures, as outlined in Public Resources Code section 21083.2. | | | | |

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

I, PATRICE HILDRETH, the duly appointed City Clerk of the City of Porterville do hereby certify and declare that the foregoing is a full, true and correct copy of the resolution passed and adopted by the Council of the City of Porterville at a meeting of the Porterville City Council duly called and held on the 21st day of May, 2024.

Said resolution was duly passed, approved, and adopted by the following vote:

| Council: | FLORES | CARRILLO | WEYHRAUCH | BELTRAN | MEISTER |
|---|---|---|---|---|---|
| AYES: | X | X | X | X | X |
| NOES: | | | | | |
| ABSTAIN: | | | | | |
| ABSENT: | | | | | |

PATRICE HILDRETH, City Clerk

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

RESOLUTION NO. 25-2024

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE CONTAINING FINDINGS IN SUPPORT OF APPROVAL OF THE VESTING TENTATIVE SUBDIVSION MAP FOR THE CRESTVIEW PARK RESIDENTIAL DEVELOPMENT (PRC 2023-026)

WHEREAS: Mass Investment Group, LLC (Applicant) has submitted to the City of Porterville the Crestview Park Residential Development Project (Project), consisting of a Vesting Tentative Subdivision Map and related entitlements to accommodate the subdivision of approximately 10.1 acres into 46 lots located in eastern Porterville bounded to the north by East Putnam Avenue and to the west-southwest by North Crestview Street/Olivecrest Avenue (APN 254-060-032; Site); and

WHEREAS: the Project also includes construction of interior streets, landscaping, public utilities, and improvements of all streets in or adjacent to the subdivision a neighborhood park central to the site, and portions of abutting rights-of-way; and

WHEREAS: on May 09, 2024, a notice was published in *The Porterville Recorder* setting the date and time, and place of a public hearing for May 21, 2024 and similar notices were sent to owners of property within 300 feet of the site and posted at City Hall and the City's website announcing the same; and

WHEREAS: at a regular meeting on May 21, 2024, the Porterville City Council did conduct a public hearing to consider the Project; and

WHEREAS: the City Council has considered public testimony received during the public hearing; and

WHEREAS: the proposed action consists of issuance of a permit or entitlement for use and therefore constitutes a "project" pursuant to the California Environmental Quality Act, Public Resources Code Section 21000, et seq. ("CEQA") and the CEQA Guidelines, California Code of Regulations Title 14, Chapter 3, Section 15000, et seq.; and

WHEREAS: the Site is zoned RS-2, Low Density Residential; and

WHEREAS: via adoption of Resolution No. ____-2024, the City Council has adopted a mitigated negative declaration and mitigation monitoring and reporting program for the; and

WHEREAS: Approval of the aforementioned entitlements would further the goals and objectives of the General Plan; and

WHEREAS: The City Council has made the following findings pursuant to Development Code Section 400.04, the evidence for said findings substantiated in the record:

1. The proposed map is consistent with the goals, policies, and land use designation of the Porterville 2030 General Plan.
2. The design and improvement of the subdivision is consistent with the goals and policies of the Porterville 2030 General Plan.
3. The site is physically suitable for the type of development.
4. The site is physically suitable for the proposed density of development.
5. The design of the subdivision and proposed improvements are not likely to cause substantial environmental damage or substantially injure fish or wildlife or their habitat.
6. The design of the subdivision or type of improvements are not likely to cause serious public health problems.
7. That the design of the subdivision or the type of improvements will conflict with easements, acquired by the public at large, for access through or use of, property within the proposed subdivision.

NOW, THEREFORE, BE IT RESOLVED: That the City Council of the City of Porterville does hereby approve the Vesting Tentative Subdivision Map for the Crestview Park Residential Development Project (PRC 2023-026-S) subject to the following conditions:

1. The development shall comply with the Porterville Municipal Code, Chapter 21 Development Code and conditions from the Project Review Committee (PRC) meeting held on August 23, 2023 and as outlined in the Project Review Committee (PRC) letter for PRC 2023-026.

2. The developer/applicant shall comply with Section 201.04(C) of the Porterville Development Ordinance (PDO).

3. Lots 5, 7, 12, 15, 19 are considered reverse corner lots which will require a minimum of a twelve (12) feet street side setback.

4. Lots 23-34 are considered Through Lots.

5. To meet the guiding principles and policies of the General Plan.

    1. C-I-3 Provide for greater street connectivity by:
        1. Incorporating in subdivision regulations requirements for a minimum number of access points to existing local or collector streets for each development;
    2. C-I-7 Require Street tree planting as part of an urban forestry program:
        1. *Parkway Trees*. Provide for the installation of parkway trees as required by the Director of Parks and Leisure Services in accordance with City standards pertaining to the type, size, spacing and placement of such trees; to the maintenance or extension of street tree themes when applicable; and, to the time of installation when it is determined

it would be in the best interest of the City to postpone the placement of trees required pursuant to this section.

3. C-I-17 Establish bicycle lanes, bike routes and bike paths consistent with the General Plan.
    1. Bikeways. Bikeways shall be required in all locations shown in the General Plan or as approved by the City Council or Parcel Map Committee. Bikeway width, paving, landscaping, fencing, and signs shall be as approved by the City Council or Parcel Map Committee.

6. Development shall comply with Series 400 Land Divisions, Chapter 407 Dedications, Reservations and Improvements.

7. Parkland. As a condition of approval of a tentative map, the city shall require the subdivider to dedicate or make an irrevocable offer of dedication of land, to pay a fee in lieu thereof, or a combination of both, for neighborhood and community open space, park and recreational purposes. In order to conform to the policies of the General Plan and maintain existing standards for parks and recreation facilities, the park area required to be dedicated shall be equal to the ratio of the ultimate population of the subdivision to the current population of the city multiplied by the total park area within the city's planning area at the time of filing of the tentative but in no case shall be less than three (3) acres of park area per one thousand (1,000) persons nor more than five (5) acres per one thousand (1,000) persons who will live in the subdivision, calculated as follows:

    1. The ultimate population of the subdivision is based upon the approved residential density and the average household size for the type of unit;
    2. Total population of the city shall be as reported in the most recent available federal census;

8. Current park acreage shall be the amount of neighborhood and community park acreage identified in the General Plan or any more recent records, maps, or reports.

9. The subdivider shall improve, or agree to improve, all streets, highways, or ways in or adjacent to the subdivision. All improvements shall be installed to permanent line and grade in accordance with the approved improvements plans for that subdivision on file with the City Engineer or Public Works Director. Improvements which the subdivider shall make, or agree to make, is described in Section 407.02 (f), Required Improvements Enumerated, of the Porterville Development Ordinance.

10. Per Section 407.03 (i) of the Porterville Development Ordinance each subdivision shall be subject to the creation of a Landscaping and Lighting Maintenance District in compliance with the Landscaping and Lighting Act of 1972 (Streets and Highways Code 22500 et. Seq.) to address the extension of improvements such as, but not limited to, lighting, common landscaping areas, including pocket parks, perimeter walls, drainage systems beneficial to specific subdivisions, drainage reservoirs, and open space areas, and the maintenance of such facilities through appropriate

mechanisms as approved by the City Attorney. If a Landscaping and Lighting Maintenance District, Benefit Assessment District, or similar district is required, the following standards apply:

1. Prior to the approval of improvement plans for a development, the applicant shall submit the following information for the establishment of a landscaping and lighting maintenance district, the extension of the subject improvements into the assessment area, and the maintenance of the improvements once constructed:
    1. A petition on a form provided by the city requesting to have the subdivision placed in a district at the time the final map is approved by the city.
    2. Completed and approved landscaping and lighting improvement plans, and legal description.
2. The district shall be established, or the annexation into an existing district concluded, and improvements completed and accepted concurrently with the other improvements in the subdivision.
3. Exclusive of assessments for a district, the applicant shall pay all service fees and maintain all new district improvements in a safe and healthy manner for the greater of a ninety (90) day plant establishment period following acceptance of the subdivision improvements, or until assessment begins for the district.

11. The developer/applicant shall comply with Chapter 303, Landscaping, of the Porterville Development Code.

12. Landscaping shall be designed and plantings selected so that water use is minimized. The total water use (ETWU) of the proposed landscaping on a site, as described in Chapter 25, Article I, Division 6, may not exceed the maximum applied water allowance (MAWA).

13. Garage Frontage and Location:
    1. Where garage doors face a street, garage width shall not exceed 50% of the width of the front façade of the building for a two-car garage home, or 70% for a three-car garage. Maximum of three garage doors may face a street.
    2. Where garage doors face the interior of the lot (side loading garage) the face of the door shall be setback at least 25 feet from the side lot line. The front setback for such a garage is 15 feet.
    3. Garages with three or more doors, at least one garage front must be separated from the remaining garage fronts by at least two feet.

14. Architectural Articulation
    1. On all facades that face a street, at least two architectural articulations are required, such as window trim, window recesses, shutters, window boxes, bay windows, cornices, changes in material, (i.e., Stone Veneer), larger than normal porch, decorative garage windows, or two other projections or recesses in a pattern that creates architectural interest across the length of the face as determined by the Zoning Administrator.

15. Single Family Residential Dwelling Width
    1. All residential structures shall have a minimum width of 20 feet.

16. Two Story Dwellings
    1. Two-story dwellings shall include windows on the façade facing the street. No second-story street-facing wall shall run in a continuous plane of more than 20 ft. without a window or a projection, offset, or recess of the building wall at least one foot in depth.

17. Any proposed fencing or freestanding walls to comply with Section 300.03 Fences and Freestanding Walls.

    1. Landscaping. Landscaping shall be provided between the back of sidewalk and the wall/fence line to include trees, shrubs, groundcover and vines in order to improve the aesthetics of the wall/fence. There shall be a minimum of five (5) feet adjacent to local roads and ten (10) feet adjacent to collectors and arterials. Maintenance of the landscaping shall be provided by the property owner, or by an assessment district established for such maintenance in perpetuity.

    2. Visibility At Intersections: Notwithstanding any other provisions of this section, fences and walls shall comply with the visibility standards contained in section 300.16, "Visibility At Driveways And Intersections (Sight Distance)", of this article. (1866, 11-19-2019; amd. Ord. 1871, 6-2-2020)

***Engineering Comments:***

18. Unless otherwise noted, the developer/applicant shall comply with the City Master Plans and Standard Drawings, Standard Specifications for Public Works Construction, and Caltrans Standard Plans and Specifications, except where they are in conflict with current access compliance regulations, the current California Building Code, the Tulare County Hazardous Waste Management Plan, the California Manual on Uniform Traffic Control Devices, the Porterville Circulation Element, and the Tulare County Congestion Management Program.

19. The developer/applicant shall pay all applicable fees according to the Municipal Code and State law. The developer/applicant is hereby notified that you have the right to pay fees, dedications, reservations or other exactions, under protest, pursuant to Government Code Section 66020(a). You have 90 days from the date fees are paid to file a written protest.

20. The developer/applicant shall make payment of the required plan check fees at the time of building permit plan submittal.

21. The developer/applicant shall pay School Development fees and all other City fees at the time table determined by current City Ordinance.

22. The developer/applicant shall submit a vesting tentative subdivision map that complies with Section 403.01 of the adopted Development Ordinance. Approval of vesting tentative subdivision maps are contingent upon satisfying the applicable provisions of the required form and content.

23. The developer/applicant shall comply with the City Flood Damage Prevention Ordinance No. 1777 in all areas of special flood hazards (i.e., Zones A, AE, AH, AO, AR or A99), where applicable.
    1. A FEMA flood study will likely be required due to significant portions of the development being located in Flood Zone A with no established base flood elevation (BFE), FIRM Panel 1655E.
    2. A preliminary elevation certificate shall be provided to the City prior for review prior to the foundation forms inspection being scheduled.
    3. A final elevation certificate shall be provided to the City prior to the final inspection (or any type of occupancy inspection) is scheduled.

***Subdivision Map Conditions:***

24. Prior to approval of the improvement plans, the developer/ applicant shall have completed and approved, landscaping and/or lighting improvement plans. The developer/applicant shall petition, on a form provided by the City, to have said subdivision placed in a Lighting and Landscape Maintenance District. Submit with the petition the $375 fee. The following shall be included and maintained in said district: (1) Lighting, (2) Recreational Open Space, (3) Public Landscaping, if any (4) Public walls/fences, if any, (5) Drainage reservoir, if any, and (6) any other public improvement in accordance with Series 400, Section 407.03 (i) of the Development Ordinance.

25. The developer/applicant shall prepare an Engineer's Report for the establishment of the assessments in order to provide for ongoing maintenance of the subdivision improvements to be included in the Lighting and Landscape Maintenance District. The Lighting and Landscape Maintenance District shall be established, or annexation into an existing District shall be concluded and landscape and lighting improvements shall be completed and accepted concurrently with the other improvements in the project. Landscape easements will need to be created in areas deemed necessary by the City Engineer.

26. Exclusive of assessments for a Lighting and Landscape Maintenance District, the developer/applicant shall pay all service fees and maintain all new lighting and landscape improvements in a safe and healthy manner for the greater of a minimum ninety-day plant establishment period following acceptance of the subdivision improvements, or until assessment begins for the Lighting and Landscape Maintenance District.

27. The developer/applicant shall cause all unnecessary easements to be vacated prior to or in conjunction with the Final Map processing.

28. The developer/applicant shall provide and show all required utility easements on the Final Map.

    1. An easement shall be provided for the Pioneer Ditch pipeline that is being designed to be routed along and/or through the proposed subdivision. Coordinate with the Lower Tule River Irrigation District for additional details.

29. The developer/applicant shall replace or provide surety for replacement of irrigation pipes in the right of way, if in the opinion of the City Engineer, replacement is warranted. The developer/applicant shall provide easements for irrigation pipes across lots created, if pipes will continue to be in use.

30. The developer/applicant shall dedicate a one-foot (1') limitation of access strip at locations where, in the opinion of the City Engineer, it is undesirable to allow access.

31. Building permits shall not proceed further than the installation of the foundation until all of the following items are accepted as complete:
    a. The storm drain system is functional so that it will accept water from fire hydrant and/or water main flushing;
    b. The water system, is functional from the source of water past the lots on which permits are being requested (i.e. all services and the sampling station, if required, are installed, valves are functional and accessible, bacteria testing is completed, etc.);
    c. Street base rock for accessibility by public safety officials and building inspectors;
    d. Lots are graded in accordance with the approved grading plan. Prior to receipt of the Final Grading, Drainage and Soils Report a letter from the "Supervising Civil Engineer" is required validating that the grading has been done in accordance with the approved grading plan and in accordance with the recommends contained in the Preliminary Soils Report;
    e. The sewer system is completed, tested, and accepted by the City prior to residential occupancy of any house in the subdivision;
    f. Lot corners are marked;
    g. Fire hydrants are accepted by the Fire Department and the Engineering Division.

32. The developer/applicant shall coordinate with the U.S. Postal Service regarding the kind of mail facilities that will be utilized. If neighborhood box units (NBUs) are to be used, construct sidewalks in a timely manner to facilitate NBU installation.

33. In accordance with Series 400, Section 407.02 (g) or (h) of the Development Ordinance, the developer/applicant shall enter into an agreement that provides for completion of improvements within twelve (12) months of the Final Map acceptance.

34. Prior to recording the final subdivision map, the developer/applicant shall provide surety for off-site improvements and provide easements, permits, calculations, etc. if, in the opinion of the City Engineer, they are needed for the proper functioning or phasing of the subdivision (e.g. water, sewer, drainage, etc.). All on-site improvements shall be constructed or covered by an appropriate surety. The developer/applicant shall stub improvements to the property line if, in the opinion of the City Engineer, they will be needed for connection to development on the adjacent property.

35. The developer/applicant shall cause all regulatory and street name signs to be installed prior to occupancy of any house located where its occupants will utilize a street that does not have them.

36. The developer/applicant shall provide street striping and flexible delineators as necessary to provide safe vehicular movements, where directed by the City Engineer.

37. The developer/applicant shall dedicate right-of-way for a street width that matches the ultimate width in the adopted Land Use and Circulation Element and/or the width established by the City Council, and dedication of required property for accessible ramp(s), sidewalk, etc. The developer/applicant shall construct street improvements that comply with the intention of the adopted Development Ordinance and per the details below:

    1. The right of way width for local streets shall be fifty-six (56) feet wide with a 36' street width between barrier curbs, 4.5' of landscaped parkway behind the curb and a 5' offset sidewalk.
    2. Olivecrest Avenue is considered an extension of Olive Avenue that is a collector in this area per the Circulation Element, which requires a 60' right of way width and will include a 40' street width between barrier curbs, 4.5' of landscaped parkway behind the curb, followed by 5' of offset sidewalk, and a 6-foot landscape easement to include a block wall.
    3. Putnam Avenue is designated as a local road in the Circulation Element. With the north half developed per the former 60' road standard (30'), this development will need to provide the other 30' right of way and will include a

40' street width between barrier curbs, 4.5' of landscaped parkway behind the curb, and a 5' offset sidewalk.
4. Total area of dedication to be determined by a licensed surveyor.

38. The developer/applicant shall dedicate and improve, to City standards, turn-arounds at the ends of dead-end streets to accommodate refuse vehicles and street sweepers. A full 48' min. radius turnaround bulb is required at cul-de-sac ends and street knuckles.

39. Prior to recording the final subdivision map, the developer/applicant shall provide improvements by the method indicated below:

1. Pursuant to Section 66411.1(b) of the Government Code, the developer applicant shall construct curbs, gutters, sidewalks, curb returns per City Standards, sewer laterals, water services, fire hydrant relocation, street lights, connecting pavement along the full frontage of the proposed land division parcels. Additional improvements include a functional drainage system, connection of existing house to City's sewer system, abandonment of existing septic system(s), well abandonment (if any, and not in compliance with the City's Backflow Ordinance), curing of leaks in irrigation lines (if any), and other improvements necessary for public health and safety, except where they exist to Federal, State and City standards and are in good condition in the opinion of the City Engineer.

40. Prior to approval of the final map the developer/applicant shall provide public improvement plans prepared by a Civil Engineer that include specific on-site grading details and specifications for City approval.

***Construction Documentation Conditions:***

41. The developer/applicant shall comply with Appendix J, "Grading" of the current California Building Code, including provision of a grading and drainage plan signed by a licensed civil engineer or architect. The developer/applicant shall comply with City Retaining Wall Standards (adopted by City Council January 3, 1989) at lot lines where such standards are applicable.

42. The developer/applicant shall provide a Soils Report in conformance with Chapter 18 of the current California Building Code. The Soils Report shall include R-Value testing, expansion indexes, etc. where required for the construction of public improvements.

43. The developer/applicant shall submit design master plans consisting of combined grading & drainage and sewer & water utilities to ensure the proper functioning and/or phasing of the development. The developer/applicant shall construct drainage facilities as required to serve the property (Ord. No. 1306). A minimum amount of runoff must be contained onsite per the State's MS4 requirements. Drainage calculations must be submitted to verify that onsite drainage area/s will capture necessary runoff. The site shall be designed to convey water to the City drainage system without crossing driveways. The developer/applicant is required to install a sidewalk channel drain at the low side of the driveway, where applicable.

44. The developer/applicant shall construct and/or repair street, curb, gutter, sidewalk, etc. along the full parcel frontage(s), except where they exist and are determined to be in good condition and in compliance with current accessibility standards in the opinion of the City Engineer (Ord. No. 1306).

45. The developer/applicant shall comply with driveway vehicular sight distance requirements per Section 300.16 of the Development Ordinance and driveway separation from property line per City standards.

46. The developer/applicant is hereby notified that extension of existing water and sewer lines and/or the installation of new lines will be required per Section 407.02(f), development code.

47. The developer/applicant is hereby notified that the installation of an additional water meter(s), servicing the irrigation system, requires a double backflow prevention device per City standards.

48. The developer/applicant shall design on-site water systems meeting the requirements of the current California Plumbing and Fire Codes. It shall be noted that the City water system complies with Title 22 of the California Administrative Code and any assurance to effectively provide water pressure for multi-story buildings is the sole responsibility of the owner/builder.

49. The developer/applicant shall have a Civil Engineer design a water system that will provide a fire flow at each fire hydrant of 1,000 g.p.m. with 20 p.s.i. residual pressure for a dwelling less than 3,600 square feet and 1,500 g.p.m. with 20 p.s.i. residual pressure for a dwelling unit greater than 3,600 square feet.

50. The developer/applicant shall underground existing utility structures (i.e., poles, splice boxes, vaults, etc.).

51. The developer/applicant shall provide 3000K LED streetlights on Marbelite poles (spaced at staggered 160' intervals) following Southern California Edison Company specifications, as approved by the City Engineer. Wood poles are expressly prohibited without prior written approval of the City Engineer.

***Construction Conditions:***

52. The developer/applicant shall, under City inspection, remove all existing abandoned and unnecessary items, to the satisfaction of the City Engineer, before the issuance of a certificate of occupancy (for example, foundations, septic tanks, irrigation pipes, etc.).

53. The developer/applicant shall abandon existing wells, if any, after first getting an abandonment permit from the Tulare County Environmental Health Services Division. The developer/applicant is required to provide the City Engineer with proof of compliance with County regulations before performing any grading or issuance of the building permit, whichever comes first.

54. The developer/applicant shall assure compliance with Section 7-8, Work Site Maintenance of the Standard Specifications. Applicable requirements from both San Joaquin Valley Air Pollution Control District Regulation VIII, Fugitive PM10 Prohibitions and the California Green Code Standards must also be met. During grading operations, the "Supervising Civil Engineer" shall be responsible for enforcing the dust control provisions of Section 7-8 or the developer/applicant shall pay inspection fees on the grading cost to compensate the City for dust control inspection.

55. The developer/applicant shall not allow onsite runoff or debris outside of the limits of the property during construction. Applicable best management practices (BMPs) shall be implemented to protect the City's drainage system and inhibit vehicle track-out onto City streets. The improvement plans shall show the location of BMPs and areas designated for erosion and waste control. The developer/applicant shall remove and properly dispose of waste and spills deposited in the project area.

56. The developer/applicant is advised that they are obligated to comply with the National Pollutant Discharge Elimination System (NPDES) General Permit No. CAS000002 for discharge of Storm Water Associated with construction activity (except operations that result in disturbance of less than one acre of total land

area **and** which are not a part of a larger common plan of development or sale). Before construction begins the proponent must:

1. Submit a Notice of Intent (NOI) to comply with the permit, a site map, and appropriate fee to the State Water Resources Control Board (SWRCB).
2. Prepare a Storm Water Pollution Prevention Plan (SWPPP) for the entire project before construction begins. The SWPPP must contain, at a minimum:
    1. All items listed in Section A of the permit.
    2. Descriptions of measures to be taken to prevent or eliminate unauthorized non-storm water discharges and **all** temporary (e.g., fiber rolls, silt fences, etc.) **and** permanent (e.g., vegetated swales, detention basins, etc.) best management practices that will be implemented to prevent pollutants from discharging with storm water into water of the United States.

If portions of the project area are to be sold off before the entire project is completed, the proponent must:

a. Submit to the California Regional Water Quality Control Board a change of information form identifying the new owners along with a revised site map clearly depicting those portions that were sold and those that are remaining.
b. Informing each new owner of their responsibility to submit their own NOI, site map, and appropriate fee to the SWRCB and prepare their own SWPPP.

***Building Comments:***

57. No Comments

***Fire Comments:***

58. Fire hydrants shall be placed based on distance, no greater spacing than 500' for residential applications, on a looped system.

59. No structure shall be greater than 400' from a fire hydrant.

60. Two points of ingress and egress required.

***Field Services:***

61. A back-flow device is required on the water meter for landscape.

62. The developer/applicant shall comply with the City standard for "backflow" prevention pursuant to Resolution No. 9615.

63. Refuse container service will be required for each unit.

PASSED, APPROVED, AND ADOPTED this 21st day of May, 2024.

Martha A. Flores, Mayor

ATTEST:
Patrice Hildreth, City Clerk

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

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

I, PATRICE HILDRETH, the duly appointed City Clerk of the City of Porterville do hereby certify and declare that the foregoing is a full, true and correct copy of the resolution passed and adopted by the Council of the City of Porterville at a meeting of the Porterville City Council duly called and held on the 21st day of May, 2024.

Said resolution was duly passed, approved, and adopted by the following vote:

| Council: | FLORES | CARRILLO | WEYHRAUCH | BELTRAN | MEISTER |
|---|---|---|---|---|---|
| AYES: | X | X | X | X | X |
| NOES: | | | | | |
| ABSTAIN: | | | | | |
| ABSENT: | | | | | |

PATRICE HILDRETH, City Clerk

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

**RESOLUTION NO. ____-2026**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE CONTAINING FINDINGS IN SUPPORT OF THE APPROVAL OF A 24 MONTH EXTENSION OF TIME FOR THE CRESTVIEW PARK RESIDENTIAL DEVELOPMENT PROJECT VESTING SUBDIVISION MAP GENERALLY LOCATED IN EASTERN PORTERVILLE BOUNDED TO THE NORTH BY E. PUTNAM AVENUE AND TO THE WEST BY N. CRESTVIEW/OLIVECREST AVENUE**

**WHEREAS**: On May 21, 2024, the City Council of the City of Porterville adopted Resolution No. 24-2024, approving a Mitigated Negative Declaration of environmental impact for the Crestview Park Residential Development Project Vesting Tentative Subdivision Map to accommodate the subdivision of approximately 10.1 acres into 46 lots.

**WHEREAS**: On May 21, 2024, the City Council of the City of Porterville adopted Resolution No. 25-2024 approving the Crestview Park Residential Development Project Vesting Tentative Subdivision Map (Exhibit A);

**WHEREAS**: Section 66452.6 (e) of the State Map Act allows the City Council to grant extension of time for tentative map (both subdivision and parcel maps) for a period not to exceed a total of six years, in addition to the time allowed by Section 66452.6 (a);

**NOW**, **THEREFORE**, **BE IT RESOLVED**: That the City Council of the City of Porterville does hereby approve a 24-month extension of time for the Crestview Park Residential Development Project Vesting Tentative Subdivision Map and that the conditions specified in City Council Resolutions 24-2024 and 25-2024 shall remain in full force and effect.

**PASSED**, **APPROVED AND ADOPTED** this 21st day of April, 2026.

_____
Greg Meister, Mayor

ATTEST:
Rich Tree, City Clerk

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

SUBJECT: Authorization to Perform Inspection and Cleaning of Water Storage Reservoirs

SOURCE: Public Works

COMMENT: The City's water system includes seven potable water storage reservoirs that provide storage for domestic use and fire protection throughout the system.

The American Water Works Association recommends that potable water tanks be inspected every five years. The City last completed inspections in February 2022; therefore, inspections must be conducted in 2026 to remain in compliance and ensure continued system reliability.

These inspections are necessary to evaluate structural condition, identify corrosion, assess interior coatings, and verify proper operation of cathodic protection systems. Routine inspections help maintain water quality, protect critical infrastructure, and extend the service life of the reservoirs.

Consistent with the City's purchasing policy, staff solicited three competitive quotes for inspection services. The proposals received are summarized as follows:

| **Vendor** | **Quote** |
|---|---|
| Inland Potable Services | $22,500 |
| Municipal Diving | $46,795 |
| Corrpro | $73,450 |

Staff reviewed each proposal and determined that Inland Potable Services provides a scope of work that meets the City's operational needs for routine inspection and cleaning services at the lowest cost. While other proposals included additional technical analysis and expanded reporting, staff determined those services are not required at this time.

Staff recommends proceeding with Inland Potable Services. The total cost, including a 10% contingency for unforeseen conditions, will not exceed $24,750. Funding is available in the Water Operating Fund.

RECOMMENDATION: That the City Council authorize the purchase of inspection and cleaning services for the City's seven potable water storage reservoirs from Inland Potable Services Inc. in an amount not to exceed $24,750

ATTACHMENTS:
1. Inland Potable Diving Quote
2. Municipal Diving Quote
3. Corrpro Quote

Appropriated/Funded:

Review By:

Department Director:
Robert Alvarez, Public Works Director

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

Inland Potable Services, Inc.

16297 E. Crestline Lane
Centennial, Colorado 80015
Office Phone: 303-400-4220
Toll Free: 1-844-372-2956
**Office Fax: 303-400-4215**
**Email: paul@inlandpotableservices.com**

Gordon Trott
City of Porterville
291 N Main Street
Porterville, CA 93257

Date: March 23, 2026
Phone: (559) 782-7581
Email: gtrott@ci.porterville.ca.us

## Diving Services for Cleaning and Inspection of Potable Water Tanks

| Tanks | Tank Description | Additional Information | Scope of Work Includes |
|---|---|---|---|
| 1 | 3MG Dinosaur Tank<br>On-Grade, Steel Welded<br>128` Dia x 35` Dp | All Discharge water will be de-chlorinated upon request.<br><br>All Discharge water and sediment may be released into drains on site as directed by on-site City of Porterville Personnel.<br><br>This is a<br>**Prevailing Wage Job**<br>For Tulare County | **Clean and Inspect**<br>Up to three (3) inches of sediment removal from the tank floor.<br><br>Visual inspection of the interior and exterior of the tank.<br><br>Written report (PDF format) with photos.<br>and a digital recording of the dive. |
| 1 | 3MG East Tank<br>On-Grade, Steel Welded<br>128` Dia x 35` Dp | | |
| 1 | 3MG Martin Tank<br>On-Grade, Steel Welded<br>128` Dia x 35` Dp | | |
| 1 | 1.2MG New Tank<br>On-Grade, Steel Welded<br>80` Dia x 35` Dp | | |
| 1 | 300KG Airport Tank<br>On-Grade, Steel Welded<br>30` Dia x 35` Dp | | |
| 1 | 300KG Residential Tank<br>On-Grade, Steel Welded<br>30` Dia x 35` Dp | | |
| 1 | 550KG Rocky Hills Tank<br>On-Grade, Steel Welded<br>45` Dia x 35` Dp | | |

**Proposal Total: $22,500.00**

**California Contractor License # 941676 DIR # 1000015893**

Our minimum day rate for eight hours includes set up and breakdown of equipment. The prevailing wage rate dated July 1, 2025, until June 30, 2026, was used for Tulare County for Certified Commercial Divers and Tenders in our calculations. **Overtime, holidays and weekends are not included**.

**Payment terms**: 1% Ten Days, Net 30 Days. 1.5% interest will be charged on all accounts past 30 days.

This contract is based on a total price which includes time and mobilization to and from the project site, set-up and breakdown of equipment, and the preparation for the dive and diving services. Diving services will include sediment removal up to 3 inches from the floor, a video inspection and written report for your records (still photos included). During the initial dive, sediment depths will be measured by the diver and documented on video.

**** If the removal of sediment of an abnormal consistency (clay, calcium, rocks, pebbles, mud, etc.) and/or the removal of sediment over 3 inches from the floor prevents the scope of work from being completed in the allowed 5-day time frame these services will be performed at the rate of $475.00 for each overtime hour (two allowed per day per regulations) or $4,495.00 for each eight-hour day or any part thereof. These same rates apply to any additional work requested and approved by the on-site City of Porteville representative. If epoxy repairs are made the additional cost of the epoxy material used will be shown as a separate line item on the final invoice. We only charge for the actual amount used in 1/4 kit ($62.50) increments**

Inland Potable Services, Inc. will provide all personnel and equipment necessary to provide diving services in the above referenced tank(s) or reservoir(s). We will provide your utility with a written report as well as a narrated color video for the services performed. The tank(s) or reservoir(s) will be inspected according to American Water Works Association (AWWA), NACE, SSPC, ASNT, ACI and AWS standards.

- **All divers employed by Inland Potable Services are certified Commercial Divers.**
- **Inland Potable Services is fully bondable and insured.**
- **All equipment entering the tanks will be disinfected with a minimum of 200 ppm Chlorine.**
- **Schedule dates are tentative and are subject to change.**
- **If Inland Potable Services dive team is required to stop working or is delayed working due to unforeseen circumstances or any reasons beyond our control (i.e. no utility personnel onsite, inability to access designated work site, low water level, etc.) a down-time charge of $600.00 per hour will be charged.**
- **Inland Potable Services makes every attempt to obtain complete information from customers prior to the presentation of bids concerning fees required for municipal licenses, registration fees, Sales Tax or Use Taxes in your area. These items are identified on your contract. In the event that additional fees are discovered or charged, after the bid has been submitted, these charges will be added to the stated contract amount when billed.**

**Paul Click, Regional Account Manager** **Date:**

## Important Information

**Hatch Size** - The entry hatch on top of the tank must be at least 20 inches in diameter or square with no obstructions that would prevent entry. A futile trip charge of $500.00 will be levied if the team is unable to enter the tank due to the hatch size being too small or objects are blocking the entry.

**Water Level** – Please be advised and understand, the water level within the tank must be within ten (10) feet or less of the hatch opening prior to the dive team's arrival. A futile trip charge of $500.00 will be levied if the team is unable to complete job if water levels cannot be adjusted to the appropriate level.

**Tank Information** – Please verify the type of tank, dimensions or information listed in the proposal is accurate. If the tank dimensions or information is not accurate as listed then additional costs may be added.

**Completion Date –** With acceptance this work will be completed at a mutually acceptable date within one year. If money budgeted for this work must be used by a specific date, please indicate the date on this line and every attempt will be made to meet the given date: _____

**Option –** If a hatch gasket ($125), a #24 mesh vent screen ($75) and/or a lock for the hatch ($25) is needed, would you like the dive team to install while on-site? **Yes ___ No ___**
**To accept**, please sign and date the proposal. Please fax both pages to 303-400-4215 or scan and email them to me at paul@inlandpotableservices.com

**Fuel Surcharge - Effective March 1, 2026 a fuel surcharge of $50.00 per day will be added to this contract, if the price of diesel fuel exceeds $4.00 per gallon on the date of the contract completion.**

_____ _____
Printed Name and Title Signature

Date: _____

MUNICIPAL DIVING
YOUR POTABLE WATER SPECIALIST

FIRM FIXED PRICE PROPOSAL

Proposal Submitted to:

**City of Porterville**
291 North Main Street
Porterville, California 93257
Contact: Gordon Trott
Acting Water Utility Superintendent
559-782-7581

| Facilities | Scope of Work |
|---|---|
| 7 Steel Potable Water Tanks as follows:<br>2 x 3MG @ 128D x 35H<br>1 x 1.2MG @ 75'D x 36'H<br>1 x 2MG @ 122D x 35H<br>2 x 0.3MG @ 45D x 25H<br>1 x 0.5MG @ 76D x 32H | Exterior and Interior Inspection<br>Interior wet cleaning of the floor |

Municipal Diving Services, Inc., hereby submits the following proposal subject to the conditions which follow:

- We will conduct a complete exterior and interior (above and below the waterline) inspection of the above listed potable water storage facilities.
- The inspections will be conducted by and reports finalized by a NACE trained inspector.
- You will be supplied with a studio edited and narrated video file documenting the inspection of each potable facility. All diver comms are removed and replaced with studio narration for clarity. We will also supply a detailed written report in PDF format documenting the exterior and interior (above and below the waterline) of each of the facilities. The report and video will document the condition of all appurtenances, shell/walls, columns, floor/slope, roof structure, coatings/liners, sediment levels and provide recommendations for each facility. All files will be uploaded to a private DropBox folder.
- Leak detection will be conducted in all suspect locations on the interior of the reservoirs.
- We will wet clean all loose sediment/debris up to 1" from the floor of the facilities listed for cleaning. If sediment levels exceed 1" we will contact the contract supervisor immediately and appraise them of any additional costs.
- In facilities with hopper bottom/sloping walls; we will clean the floor and 5' above the toe of the slope on each side. The remainder of the slope will not be able to be cleaned.
- The cleaning of the floor will be documented on the video.
- The customer is responsible for all discharge water, associated permits (if needed), sediment, sediment bag disposal and debris removed from the interior of each facility. Discharge rate is between 200 - 300gpm.
- Our proposal does not include sediment catchment bags.
- All diving will be conducted utilizing a minimum of a three-man dive team and equipment as per Federal OSHA 1910 Sub-T Commercial Diving Operations.
- All diving will also be conducted as per AWWA C652-19. All divers and equipment entering

the tanks will be thoroughly sanitized with a minimum 200PPM chlorine solution.

- Our proposed price is based on providing the following insurance certificates:
  - 3M/4M General Liability - 2M Commercial Auto - 2M Workers Comp – 2M PL/EO
  - If additional coverage or endorsements are required, we will need to adjust our price to cover our expenses.

**Please read each line item and initial where requested.**

1. Our proposal is based on the assumption that the facilities are up-to-code on ladders, safety railings and safety fall prevention. If they are not, please call to discuss.
2. **Interior safety cages present significant risk to the dive team**, please advise immediately if present and we will request photos to access the conditions.
3. The client/owner is responsible for removing/replacing all locks, bolts/nuts located on the access hatch(es).
4. Each facility must have an access hatch a minimum of 28" x 28", and exterior ladder and interior ladder. If not, please call to discuss.
5. Each facility must be able to be accessed via a 2WD full size truck pulling a 18' trailer.
6. Water levels must begin and remain within 8' of the access hatch or filled to spill while being serviced.
7. Delays due to facilities not being filled, not accessible or other issues not in the control of Municipal Diving may result in additional time being needed to complete the project. Our O.T. rate is $665.88 per hour _____ **Initial**
8. Facilities with high flow may need to be isolated.
9. **Unsafe Work Environment** – Failure to notify us in advance of any safety issues including but not limited to; lack of safety railings, **lack of a safety railing between the access hatch and edge of the roof**, undersized access hatches, lack of exterior/interior ladder(s), pitched/domed roofs, ect., may result in a determination that the facility is an unsafe work environment. The full quoted fee for the facility will be billed. **All fees are earned on arrival**. _____ **Initial**
10. Cancelation Policy – 7 days' notice is required to cancel or reschedule (including mobilization days if part of the project). With less than 7 days' notice all fees quoted are earned in full. _____ **Initial**
11. Our quoted price does not include any local permits or business licenses that may be required. Those costs will be added to the proposal upon notification.
12. This quote is not valid for high-pitched or domed roofs. High pitch is defined as more than a 4' elevation change between the center of the roof and access hatch.

Project Acknowledgments:

1. This project does not include sediment catchment bags.
2. This proposal does not include UMTT, Adhesion Testing, lab analysis or DFT testing.

WE PROPOSE to furnish all labor and materials complete in accordance with the above specifications, for the sum of:

| | Direct Project Expenses | Reports/Office | Mobilization | Total |
|---|---|---|---|---|
| 7 Facilities listed above<br>working weekdays only*<br>2 mobilizations | 31,770.00 | 1400.00 | 13,625.00 | **$46,795.00 |
| **OR** | | | | **OR** |
| 7 Facilities listed above<br>working weekdays and weekends*<br>1 mobilization | 41,956.70 | 1400.00 | 8,810.00 | **$52,166.70 |
| | | **Project Total** | | **TBD** |

*This proposal is valid for 30 days from the date below. After 30 days we will have to assess any changes to our mobilization expenses and provide an updated quote. This quote is based off our best, good faith evaluation of the effort required to complete the scope of work given the information available at the lime of the quote. We reserve the right to adjust prices due to changes in the work scope, errors, unsafe work environment or omission of information. Our availability may be limited and not guaranteed until the project is approved. These prices are valid for 30 days after the date of this quote.*

**Both options reflect paying appropriate OT rates for the labor provided on the appropriate days.*

**Our proposal is based on paying prevailing wages as published by the CA DIR on Feb 22, 2026 and reflects all current and pending increases. CA DIR requires that all dive teams be paid for 8 hours for any 8-hour day, or part thereof.

Proposal written by E. “Woody” Morrison
CEO Municipal Diving Services, Inc.
03/27/2026

ACCEPTED: The above prices, specifications and conditions are satisfactory and are hereby accepted. Municipal Diving is authorized to schedule the work as specified.

_____ _____
Representative Printed Name Title

_____ _____
Signature Date

**Los Angeles Office**
23309 La Palama Ave. Yorba Linda, CA 92887
562-944-1636| www.Azuria.com

**Gordon Trott**
Acting Water Utility Superintendent
City of Porterville
Phone: 559-782-7581
gtrott@ci.porterville.ca.us

April 9, 2026

**Proposal for Tanks Inspection Services**
**7 Potable Water Reservoir Tanks Cleaning & Inspection Services Project | SO-00221488 | Rev 00**
**Central California**

Corrpro is pleased to provide this proposal to perform comprehensive underwater inspection, minor cleaning, assessment, and reporting services for seven (7) potable water reservoir tanks located in Central California. The objective of this scope is to evaluate the condition of the tanks while maintaining them in service, and to develop actionable recommendations for ongoing maintenance and asset management. The scope of work will also include cathodic protection feasibility study if tanks are not protected with CP system already.

## CORRPRO SCOPE OF WORK

### A. Tank Assessment

It is understood that the goal of this task is to complete tank assessments to determine sound maintenance strategies and plans for maintaining the structure. Surveys of both the internal and external surfaces of the reservoirs will be completed. The surveys can be completed with the tanks in operation. Our proposal assumes that the tanks have satisfactory access roads and that access to a tank exterior roof can be made from an existing ladder. The underwater surveys will be performed while the tanks are full of water using special underwater techniques and AWWA C652 sanitary procedures for potable tanks.

The survey will be conducted by a team of highly trained and certified ADC commercial divers and certified SSPC/NACE/AMPP coating inspectors having exceptional diving and underwater photography skills. The inspection will be made in accordance with the applicable requirements of American Water Works Association's Standard D102 "Coating Steel Water Storage Tanks," Standard D101 "Recommended Practice for Inspecting and Repairing Elevated Steel Water Storage Tanks, Standpipes and Reservoirs, and " Standard M42 "Steel Water Storage Tanks". During the evaluation, particular attention will be paid to the condition of the following critical areas:

- Roof
- Roof Structure
- Shell
- Vents/Screens
- Shell and Roof
- Chine/Joints
- Hatches
- Gaskets
- Ring wall/Anchor Bolts
- Tank Bottom
- Weld or Bolt Connections
- Grade/Tank Crevices
- Overflow Pipe/Weir
- Ladders/Safety Climbs
- Water Level Indicators
- Drains/Sumps
- Inlets/Outlets
- Vandal Deterrents
- Platforms/Railings
- CP Equipment/Components
- Piping
- Manways

The focus of the inspections will be to evaluate the current condition of the interior and exterior coating systems and the level of corrosion on the tanks. The evaluation will involve visual observations, dry film thickness (DFT) measurements, adhesion testing, and we will provide a raft to float to the vapor areas for a close-up corrosion inspection of the roof structure and components.

Visual exterior observations will note the degree of exterior paint chalking and any breaks, blisters, or other coating defects. It is not the intent of this exterior evaluation work to make access to any surfaces that cannot

be surveyed from the tank ladder(s) or catwalks (i.e. repelling is not included with in this scope). The degree of chalking will be determined in general accordance with ASTM D4214 "Standard Test Method for Evaluating the Degree of Chalking of Exterior Paint Films" and areas of rusting will be quantified in accordance with ASTM D610 "Standard Test Method for Evaluating the Degree of Rusting of Painted Steel Surfaces." Dry film thickness (DFT) measurements will be obtained in general accordance with SSPC: The Society of Protective Coatings Paint Application Specification No. 2 "Measurement of Dry Film Thickness with Magnetic Gages" and exterior paint adhesion will be assessed using ASTM D3359 "Standard Test Method for Evaluating Adhesion by Tape Test, Method A" (modified) and/or ASTM D6677 "Adhesion by Knife Test". Any blistering will be quantified in accordance with ASTM D714 "Standard Test Method for Evaluating the Degree of Blistering Paints."

The survey will investigate any area where rust or other corrosion products are in evidence for erosion, cracking, pitting and/or metal loss. Where applicable, corrosion pits will be measured and compared to obtained steel thickness (UT) measurements. UT testing can include underwater surfaces. Any indications of leakage will be determined, and the thickness of bottom sediment will be reported.

**B. Assessment Report**

The product of the above would be a written narrative and color pictorial description of the condition of each tank along with specific recommendations for coatings, cathodic protection, and structural considerations, where applicable. Each tank would receive its own comprehensive report. Recommendations for maintenance work will be based on the level of corrosion and the condition of tank coatings and cathodic protection (CP) systems. Corrosion assessments will be based on the amount of change from the original tank design. The life expectancy of existing coating systems, as well as the projected corrosion rates on the structures are used to determine the future maintenance strategies. Recommendations for coatings work will be based on paint or lining's percentage of failure, ability to be recoated, applicable film heavy metal content, estimated remaining life of the system(s); and/or concerns with any impressed current CP systems. Recommendations for CP repair work, if required, will include a list of general recommendations.

Recommendations for any future retrofitting considerations will also be presented, where identified. Corrpro will comment on any applicable safety, sanitary, vandalism, and seismic concerns. Safety concerns will include ladder size/design observations, fall-prevention systems, roof access areas, etc. Sanitary concerns will make note of items such as venting and other tank openings such as overflow air-gaps. Vandalism concerns will involve an evaluation of perimeter fencing, locking mechanisms, and climb deterrents. Seismic concerns will address items such as obvious visual indications of tank movement, flexible couplings, drain locations, etc. It should be clear that our cost proposal does not include a seismic analysis of a tank's ability to structurally withstand a probable seismic event, nor does this scope include any geotechnical/soils reports. A narrated video will also be included for the interior inspection of each tank.

**C. Sediment Cleaning**

In order to provide a clear inspection of the bottom of the reservoir, CSI will remove the sediment from the tank bottom. Sediment will be removed with vacuum equipment using diving technicians. The tank can be left in service during the clean- out operations, but water levels will need to be maintained at their highest water level in order to provide for the highest pumping efficiency. A normal amount of sediment on a tank bottom is typically less than one -quarter inch in depth. The sediment will be discharged with a 100 foot discharge hose. It is assumed that any run-off will not enter storm drains. Should an NPDES permit be required where water run off may enter into a storm drain, it will be the tank owner's responsibility to acquire a permit. Uncontained slurry (water & smaller fines) will be deposited to a predetermined owner approved location adjacent to the tank. Discharge of

sediment and slurry will be made at the sole discretion of the owner. CSI can provide a filter to contain heavy particles, but it is not our intent to be responsible for the discharge of any slurry or waste.

**D. Underwater Lining Spot Repair (added-value)**

We are also proposing to complete spot repairs on the accessible immersed areas of the tank interiors. Corroding defects that are accessible will be spot repaired with an underwater curing NSF certified epoxy. It is our intention to only focus and patching of bare metal (rusting) defects. We anticipate that not more than 30 spots will require patching.

## EXCLUSIONS

The following items are specifically excluded from this Scope of Work unless expressly authorized in writing by Corrpro:

- Draining, dewatering, or removing tanks from service
- Structural engineering analysis, including formal seismic analysis or certification
- Geotechnical investigations, soils analysis, or foundation evaluations
- Rappelling, rope access, scaffolding, or specialized access beyond existing ladders and walkways
- Full lining or coating rehabilitation, recoating, or abrasive blasting
- Extensive repairs beyond limited underwater spot repairs as described in the scope
- Cathodic protection system design, installation, or major repairs (evaluation and recommendations only)
- Environmental permitting, discharge permits (including NPDES), or regulatory approvals
- Disposal, hauling, or treatment of removed sediment or slurry
- Hazardous materials testing, sampling, abatement, or remediation
- Confined space engineering or rescue services
- Construction management, contractor supervision, or means-and-methods oversight
- Surveying, dimensional verification, or as-built documentation
- Utility relocation or modification
- Any services not expressly described in the Scope of Work

Any additional services requested beyond these exclusions shall be subject to written scope modification and associated cost adjustment.

## WORK SCHEDULE

- No project schedule is established at the time of proposal issuance.
- The start date, sequencing, and duration of services shall be determined by mutual agreement between Corrpro Companies, Inc., the Owner, and other applicable stakeholders following authorization to proceed.
- Final scheduling shall be subject to tank availability, operational requirements, site access, and coordination with other project activities.

## CORRPRO FEE PROPOSAL

Corrpro Companies, Inc. proposes to perform the services described in the Scope of Work on a **Fixed Unit Price basis**, subject to the terms and conditions of the agreement.

| Description | UM | QTY | Unit Price | Sub-Total Price |
|---|---|---|---|---|

| | | | | |
|---|---|---|---|---|
| Underwater Cleaning and Inspection Services – Tanks 2.0 MG and Larger | EA | 3 | $12,450.00 | $31,350.00 |
| Underwater Cleaning and Inspection Services – Tanks 1.9 MG and Smaller | EA | 4 | $9,025.00 | $32,100.00 |
| | | | **TOTAL PROPOSAL =** | **$73,450.00** |

## PRICING BASIS:

- Fees include all labor, supervision, dive team staffing, equipment, tools, and standard reporting required to complete the scope.
- Pricing reflects compliance with applicable California labor and safety requirements, including certified dive personnel and required staffing levels.
- Mobilization, demobilization, travel, and routine project management costs are included in the unit pricing.
- Pricing is based on performing the work under normal site and operating conditions without unusual delays or access restrictions.
- Any delays, changes in site conditions, or scope modifications may require an equitable adjustment to the pricing.

## QUALIFIERS

1. Pricing is based on the Scope of Work as defined in this proposal and assumes no material changes to project conditions or requirements.
2. Fees assume that multiple tanks will be available during the same mobilization to allow for efficient sequencing of work.
3. Tanks are assumed to remain in service during inspection and cleaning activities.
4. The Owner shall provide safe access to the site, including access roads and existing ladders or walkways.
5. Sediment depth is assumed to be within normal operating conditions. Excessive sediment volumes may require scope and cost adjustment.
6. Limited underwater spot repairs are included only as defined in the Scope of Work; extensive repairs are excluded.
7. Environmental permits, discharge approvals, and disposal requirements are the responsibility of the Owner.
8. Any services requested outside the defined Scope of Work require written authorization and may result in a revised fee.
9. Progress invoicing. Payment for each invoice due in 30 days.
10. Pricing does not include tax. Any applicable local, state, and federal taxes will be billed in addition to the price listed above. Client is to supply a tax exemption and/or direct pay certificate if applicable.
11. Corrpro's pricing is valid for 30 days.

We appreciate the opportunity to submit this proposal. Please contact me at 661.384.2142 or via email at RVenters@azuria.com if you have any questions or require any further information regarding this estimate.

Best regards,

Ronald Venters

Manager Business Development
661.384.2142
RVenters@azuria.com

| QUALITY ASSURANCE VERIFICATION | | |
|---|---|---|
| **Proposal Prepared By:** | Zakaria Sali | Senior Estimator |
| **Approved By:** | Sarvjit Singh | Director of Engineering |

## AUTHORIZATION FORM

**Corrpro Proposal No.:** SO-00221488 | Rev 00 **Proposal Issue Date:** April 9, 2026

**Customer:** City of Porterville

**Project Name/Number:** 7 Potable Water Reservoir Tanks Cleaning & Inspection Services Project

**Project Location:** Central California

**Contract Type:** **Fixed Unit Price**

**Amount:** **$73,450.00**

---

**Authorization Signature (legally binding):** _____

**Printed Name:** _____ **Title/Position:** _____

**Company Name:** _____

**Company Address:** _____

**Telephone No.:** _____ **Date Signed:** _____

**Purchase Order/Reference No. (please attach):** _____

**Invoicing Information:**

**Point of Contact:** _____

**Address:** _____

**Telephone No.:** _____ **Fax No.:** _____ **Email Address:** _____

SUBJECT: Authorize the suspension of transit fares on April 22, 2026, in recognition of Earth Day.

SOURCE: Transportation

COMMENT: Earth Day, celebrated annually on April 22, promotes environmental protection and sustainability. Public transit plays a key role in reducing greenhouse gas emissions, improving air quality, and decreasing traffic congestion.

Transit agencies nationwide often participate in Earth Day by offering fare-free service to encourage residents to utilize public transportation and reduce reliance on single-occupancy vehicles.

The estimated loss of farebox revenue for one day is minimal and can be absorbed within the Transit Division's operating budget. Transit farebox revenue represents a small portion of total operating costs, and increased ridership may provide long-term benefits through increased awareness and future utilization of transit services.

Staff will promote the fare-free day through the City's website, social media channels, and onboard transit messaging.

RECOMMENDATION: That the City Council authorize the suspension of all transit fares on April 22, 2026, in recognition of Earth Day.

ATTACHMENTS:

Appropriated/Funded:

Review By:

Department Director:
Russell Isom, Director of Transportation

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

SUBJECT: Authorization to Enter into a Memorandum of Understanding with Porterville Adult Day Health Care for Coordinated Transportation Services

SOURCE: Transportation

COMMENT: Staff has collaborated with Porterville Adult Day Health Care (PADHC), an adult day health care provider in Porterville, to develop a Memorandum of Understanding (MOU) to improve transportation accessibility and service efficiency for healthcare clients.

The MOU establishes a framework for the City to provide on-demand and scheduled transportation services to PADHC clients, with a focus on medical transportation needs. Under this agreement, the City will provide transit services using its existing system, while PADHC will coordinate client eligibility, schedule trips, and compensate the City on a per-trip basis.

The agreement includes defined performance standards to ensure timely and reliable service, as well as reporting requirements to monitor service levels and accountability.

PADHC will compensate the City at the established passenger fare rate for each trip provided. This cost-recovery approach offsets a portion of operating costs while leveraging existing transit capacity and available funding sources. No General Fund impact is anticipated.

This MOU represents a coordinated partnership to improve access to healthcare services while maximizing the efficiency of the City's transit system.

RECOMMENDATION: That the City Council:
1. Approve the Memorandum of Understanding (MOU) between the City of Porterville and Porterville Adult Day Health Care for coordinated transportation services within the Porterville Urbanized Area; and
2. Authorize the Mayor or City Manager to execute the MOU and any necessary amendments, subject to final approval by the City Attorney.

ATTACHMENTS: 1. Draft MOU w Porterville Adult Day Care Health Center for Transportation Services

Appropriated/Funded:

Review By:

Department Director:
Russell Isom, Director of Transportation

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

**MEMORANDUM OF UNDERSTANDING (MOU)**
**BETWEEN THE CITY OF PORTERVILLE AND**
**PORTERVLLE ADULT DAY HEALTH CARE CENTER**
**FOR TRANSPORTATION SERVICES**

This Memorandum of Understanding (hereinafter referred to as "MOU") is made and entered into by and between the City of Porterville, a California charter city and municipal corporation, hereinafter referred to "CITY", and the Porterville Adult Day Health Care Center, a California Corporation, hereinafter referred to as "PADHC". CITY and PADHC is each a "Party" and collectively "Parties" to this MOU.

**RECITALS**

**WHEREAS**, CITY is a public transit operator formed and organized by the City of Porterville to provide public transportation services within the Porterville Urbanized Area, hereinafter referred to "Porterville UZA"; and

**WHEREAS**, PADHC is Porterville's premier adult day program; and

**WHEREAS**, the Parties desire to coordinate efficient transportation services within the Porterville Urbanized Area and surrounding communities; and

**WHEREAS**, the Parties have mutually negotiated this MOU.

**NOW THEREFORE**, and in consideration of the foregoing and of the mutual promises herein expressed, and intending to be legally bound thereby, the Parties do mutually agree as follows:

1. **Purpose**. The purpose of this MOU is to operate coordinated and efficient transportation services within the Porterville UZA, and establish terms and conditions under which the Parties will provide these services.

2. **Term of MOU**. This MOU is effective upon execution of both parties and shall remain in full force and effect for three years unless earlier terminated under section 7 of this MOU or the term is extended by written modification in accordance with the provisions of section 7 of this MOU.

3. **CITY Obligations**. CITY shall:

   A. Perform transportation services at the request of PADHC as set forth in Exhibit A.

   B. Prepare and submit monthly transportation data as set forth in Exhibit B.

C. Maintain a Customer Service Representative (CSR) as set forth in Exhibit C, Customer Service Representative.

D. Require that all vehicles used in the performance of this Agreement meet or exceed the requirements established in Exhibit D, Transportation Vehicle Standards.

E. Ensure Driver Expectations are met as set forth in Exhibit E, Driver Standards and Expectation.

F. Comply with the requirements established in Exhibit F, Transportation Performance Standards.

G. Ensure that services available to PADHC are comparable to services the general public receives.

H. Provide PADHC access to the CITY's VIA VOC software application to allow PADHC to schedule trips in advance or on-demand.

I. Provide PADHC training on CITY's VIA VOC.

J. Provide VIA VOC access at no cost to PADHC.

K. Invoice PADHC the current passenger fare for each transportation service(s) performed in preceding month.

L. Leverage and coordinate efforts with other funding sources and programs, including but not limited to, local, state, federal.

M. Establish linkage with community programs to coordinate activities with existing programs serving the Porterville UZA and surrounding communities and to minimize or avoid duplicate efforts and fragmentation of services.

4. **PADHC Obligations**. PADHC shall:

A. Manage transportation eligibility of PADHC clients.

B. Utilizing the CITY's VIA VOC, arrange transportation from origin to destination and return trips for PADHC clients.

C. Communicate to PADHC clients trip information.

D. Compensate CITY the passenger fare for each transportation service(s) performed in preceding month.

5. **Indemnity**. CITY and PADHC shall hold harmless, and indemnify the other Party and its respective governing board, officers, directors, employees, authorized agents, contractors or subcontractors from and against any and all claims, damages, losses, liabilities, costs, and expenses (including reasonable attorney's and expert witness fees and costs) that arise out of or as a result of any negligent act or omission or willful misconduct of the indemnifying Party or its governing board, officers, directors, employees authorized agents, contractors or subcontractors in carrying out the indemnifying Party's obligations under this Agreement, except to the extent that such expense, liability or claim is proximately caused by the negligence or willful misconduct of the Party indemnified or its governing board, officers, directors, employees, authorized agents, contractors or subcontractors.

6. **Insurance**. The City of Porterville shall maintain a general liability insurance policy that names PADHC, along with its officers, employees, and authorized contractors, as additional insureds. This additional insured status will cover all liabilities arising from the activities performed under this Memorandum of Understanding (MOU). Each party shall ensure that insurance coverage is sufficient to meet any potential claims, damages, or losses arising from their respective responsibilities under this MOU. Proof of this insurance, including the additional insured endorsement for PADHC, shall be provided upon execution of the MOU and maintained for the term of the agreement.

**7. General Provisions**

A. **Termination**. This MOU may be terminated upon 30 days' written notice by either party.

B. **Notices**. All notices provided for or permitted under this MOU must be in writing and delivered either by personal service, by first-class United States mail, by an overnight commercial courier service, or as a PDF attachment to an email sent to the addresses provided below:

| | |
|---|---|
| CITY | Porterville Adult Day Health Care Ctr |
| Attn: Transportation Director | Attn: Contract Administration |
| 291 N. Main St. | 262 North 2nd St. |

Porterville, CA 93257 Porterville, CA 93257

Email: risom@ci.porterville.ca.us Email: Portervilleadhc@gmail.com

Any Party may change its address for receipt of notice by providing notice of that change as provided in this subsection 7.B. Notice is effective as follows:

i. A notice delivered by personal service is effective upon service to the recipient.
ii. A notice delivered by first-class United States mail is effective three business days after deposit in the United States mail, postage prepaid, addressed to the recipient.
iii. A notice delivered by an overnight commercial courier service is effective one business day after deposit with the overnight commercial courier service, delivery fees prepaid, with delivery instructions given for next day delivery, addressed to the recipient.
iv. A notice delivered by email is effective when sent, if the email is sent between the hours of 8:00 am and 5:00 pm on a business day. If sent outside the hours of 8:00 am and 5:00 pm on a business day, a notice delivered by email becomes effective on the first business day following.

C. **Amendments**. Either party may request changes to this MOU. Any changes, modifications, revisions or amendments to this MOU which are mutually agreed upon by and between the parties to this MOU shall be incorporated by written instrument, and effective when executed and signed by all parties to this MOU.

D. **Applicable Law and Venue**. The construction, interpretation and enforcement of this MOU shall be governed by the laws of the State of California. The courts of the State of California shall have jurisdiction over any action arising out of this MOU and over the parties, and the venue shall be the Tulare County, California.

E. **Entirety of Agreement**. This MOU represents the entire and integrated agreement between the Parties and supersedes all prior negotiations, representations and agreements, whether written or oral.

F. **Binding MOU**. This MOU is binding upon and shall inure to the benefit of any successors or assigns of the Parties.

G. **No Waiver of Claims Act**. For all claims arising from or related to this MOU, nothing in this MOU establishes, waives, or modifies any claims presentation requirements or procedures provided by law, including the Government Claims Act (Division 3.6 of Title 1 of the Government Code, beginning with section 810).

H. **Interpretation**. If any part of this MOU is found by a court of competent jurisdiction to be unlawful or otherwise unenforceable, the balance of this MOU remains in full force and effect, and the Parties shall make best efforts to replace the unlawful or unenforceable part of this MOU with lawful and enforceable terms intended to accomplish the Parties' original intent.

I. **Section Headings**. Section headings are provided for convenience only and are not part of this MOU.

J. **No Third-Party Beneficiaries**. This MOU does not and is not intended to create any rights or obligations for any person or entity except for the Parties.

K. **Authority**. Each Party represents and warrants that the individual signing this MOU is duly authorized to do so and their signature on this MOU legally binds that Party to the terms of this MOU.

L. **Counterparts**. This MOU may be signed in counterparts, each of which is an original, and all of which together constitute this MOU.

(Signatures page follows)

**IN WITNESS WHEREOF**, the Parties hereto have executed this MOU the _____ day of _____, 2026.

**CITY OF PORTERVILLE**

_____
Mayor

**PORTERVLLE ADULT DAY HEALTH CARE CENTER**

_____
Chief Executive Officer/President

**APPROVED AS TO LEGAL FORM ON BEHALF OF CITY:**

By_____
Megan N. Crouch, City Attorney

**APPROVED AS TO LEGAL FORM ON BEHALF OF PADHC:**

By_____

Legal Counsel

## Exhibit A – Transportation Services

CITY Shall:

A. Make available a variety of modes of transportation, including:

   i. Bus passes, tickets, or fares

   ii. ADA Paratransit services (Advanced Booking)

   iii. On-Demand (Microtransit) services

   iv. Vanpool/Carpool services

   v. Non-Emergency Medical Transportation (NEMT)

**Exhibit B – Reporting Requirements**

CITY shall:

A. Document all transportation activities and operations.

B. Notify PADHC within one (1) hour of an incident involving a client.

C. Notify PADHC within one (1) hour of a vehicle accident involving the transport of client.

D. Provide monthly transportation data by the tenth ($10^{th}$) day of the month following the month of service, and include the following:

   a. Number of trips performed
   b. Number of passengers
   c. Number of trips canceled
   d. Number of trips no-showed
   e. Number of complaints
   f. Average estimated time of arrival (ETA)
   g. Percentage of shared rides
   h. Percentage of trips not performed due to unavailable seat
   i. Percentage of completed trips
   j. Percentage of on-time performance.

E. Provide City Fleet Inventory Report.

F. Provide Driver Certification Report.

**Exhibit C – Customer Service Representative**

CITY shall:

A. Receive and process all requests for transportation services for PADHC.

B. Manage overall day-to-day operations necessary for the delivery of cost-efficient, appropriate transportation services.

C. Maintain appropriate records and system of accountability to report to PADHC.

D. Provide a local phone number for scheduling a trip when the VIA VOC is not accessible.

E. Provide customer services that are professional, prompt, courteous, customer-friendly, and responsive to clients.

F. Promptly answer telephone calls during normal business hours.

G. Have diverse staff representative of, or consistent with, the demographic pattern of the service region to the extent possible.

H. Have personnel policies that conform to all federal and state statutes and ordinances.

I. Remove any employees from contact with PADHC clients who act unprofessional.

**Exhibit D – Transportation Vehicle Standards**

CITY shall:

A. Ensure that PADHC clients received transportation services that are safe and reliable.

B. Require that all vehicles used in the transport of clients, meet or exceed the following regulations and safety standards:

    a. Licensing requirements of the California Highway Patrol (CHP);

    b. Regulations of the Americans with Disabilities Act (ADA);

C. Require that vehicle which fail to meet the standards:

    a. Be immediately removed from service; and

    b. Be re-inspected before they are eligible to be used to provide transportation services for clients under this Agreement, for the specific mode for which they were removed.

D. Provide PADHC with a preliminary schedule of inspections within the first thirty (30) days of the Agreement's start date and by July 1 thereafter.

E. Inspect all vehicles to ensure that all regulatory requirements are met prior to their initial use under this Agreement.

F. All vehicles used in the performance of this Agreement shall meet or exceed the following requirements, and at a minimum shall have:

    a. Two-way communication system;

    b. Electronic devise capable of providing a digital driver's manifest and digital communication with dispatch and clients;

    c. Climate control system adequate for the heating and ventilation needs of both the driver and passengers.

    d. Functioning, clean, and accessible seat belts for each passenger seat position.

e. Functioning door handles on all doors;

f. An accurate speedometer and odometer;

g. Functioning interior light(s) within the passenger compartment;

h. Adequate sidewall and ceiling coverings;

i. Two exterior side view mirrors, one on each side of the vehicle;

j. One interior mirror for monitoring the passenger compartment;

k. Clean exteriors that are free of broken mirrors or windows, excessive grime, rust, chipped paint or major dents that detract from the overall appearance of the vehicle;

l. Clean interiors that are free from torn upholstery or floor covering, damaged or broken seats, protruding sharp edges and free of dirt, oil, grease, or litter;

m. A bottom seat cushion for each seat;

n. Wheelchair or personal mobility device securement system;

o. Capability of securing child safety seats that meet applicable state and federal guidelines.

**Exhibit E – Driver Standards and Expectations**

CITY shall ensure that all drivers:

A. Act in a professional manner at all times, and are appropriately licensed, qualified, competent, and courteous.

B. Protect client confidentiality, avoid offensive language/topics, maintain an appropriate professional relationship, and treat clients with respect;

C. Wear, or have visible, easy-to-read proper identification;

D. Be clean and maintain a neat appearance at all times;

E. Exit the vehicle to open and close vehicle doors when passengers enter or exit the vehicle;

F. Provide assistance as necessary to or from the main door of the place of destination;

G. Identify and announce their presence at the specified pick-up location. If a curbside pick-up is not apparent or appropriate drivers shall announce their presence to facility staff;

H. Assist the passengers in being seated, including the fastening of the seat belt when necessitated by the client's condition or if requested;

I. Confirm, prior to allowing any vehicle to proceed that:

   i. Passengers are properly secured by their seat belts

   ii. Wheelchairs are properly secured to the vehicle

   iii. Passengers in wheelchairs are properly secured to their chairs

J. Provide an appropriate level of assistance to clients when requested, as noted in the client's file, or when necessitated by the clients by the client's mobility status and personal condition, including:

   i. Curb-to-curb

ii. Door-to-door

iii. Door-through-door

iv. Hand-to-hand

K. Provide support and direction to passengers as required by the client's mobility status and physical condition.

L. Drivers or driver's assistants shall not:

i. Make sexually implicit or explicit comments, or solicit sexual favors, or engage in sexual activity.

ii. Respond to or encourage a passenger's sexually implicit or explicit comments, or solicitation of sexual favors, or attempted engagement in sexual activity.

iii. Solicit or accept controlled substances, alcohol, or medications from clients or passengers.

iv. Solicit or accept money or other items of value from clients or passengers.

v. Use alcohol, narcotics, or controlled substances, or be under their influence while on duty. Prescribed medication or other substances which have the potential to adversely affect job performance can be used by a driver as long as:

vi. Eat food or consume any beverage, other than water in a closed container, while operating the vehicle or while involved in client assistance.

vii. Give food or beverages to clients.

viii. Smoke in the vehicle.

ix. Wear any type of headphones while on duty.

x. Be responsible for passenger's personal items.

xi. Attempt to influence or restrain clients, their families/Guardians, or medical providers from making complaints or reports regarding transportation. This includes refusing to give contact information.

xii. Attempt to influence clients, their families/Guardians, or medical providers to obtain additional business.

M. Drivers have a valid driver's license.

N. Each driver performing transportation services under this Agreement receives the following recommended training in addition to the required training:

i. Passenger assistance training;

ii. Fire suppression;

iii. Defensive driving.

**Exhibit F – Transportation Performance Standards**

CITY shall comply with the transportation performance standards as presented in this exhibit.

1. Pickup Wait Time

   The average waiting time for a scheduled pickup going to an Appointment shall not exceed fifteen (15) minutes. Actual waiting time shall be thirty (30) minutes or less. A client, under no circumstances, shall arrive more than thirty (30) minutes prior to Appointments, unless this is done at the client's request.

2. Drop-off Time

   The CITY shall ensure clients arrive on-time for their Appointments. The CITY shall ensure that clients are not delayed in arriving at a medical Appointment due to a delay caused by either the CITY or a subcontractor provider.

3. Return Trip Wait Time

   The average waiting time for a scheduled return trip, after an Appointment, shall not exceed thirty (30) minutes.

4. Will-Call

   Will-Call trips are not held to the standards listed above. Clients choosing Will-Call services shall be directly notified by the CITY of the possibility of significantly longer wait times. Will-Call trips, being immediate in nature, may result in the availability of fewer resources.

5. Trip Length

   In normal driving conditions clients shall not remain in the vehicle for more than forty-five (45) minutes longer than the average travel time for transportation for an individual client using that mode, from the point of pick-up to the destination. The CITY shall require the dispatcher/provider to notify the CITY of any delay more than forty-five (45) minutes, the alternative schedule, and any alternate pick-up arrangements in these situations.

6. Exceptions

Exceptions to the above times may be made for trips with pick-up or destinations outside the client's local service region. Exceptions may be due to unusual situations such as exceptional distances in rural areas or other situations beyond the control of the CITY.

SUBJECT: Approval of Community Civic Event — Parenting Network "Grilling with Families" Event

SOURCE: Finance

COMMENT: The Parenting Network is requesting approval to hold the “Grilling with Families” event on Saturday, June 13, 2026, at Zalud Park from 11:00 a.m. to 1:00 p.m. This event will serve as the kickoff of the Summer Night Lights Step Up event series. An Outside Amplifier Permit has been approved for the duration of the event.

The request has been submitted in accordance with Community Civic Events Ordinance No. 1326, as amended. The application has been reviewed by all required City departments, and all applicable requirements and conditions are outlined in the Application and Agreement, including Exhibit A, Exhibit B, and the Outside Amplifier Permit.

This family-oriented community event will provide opportunities for residents to participate in games and enjoy refreshments in a safe and organized environment.

RECOMMENDATION: That the City Council approve the Community Civic Event Application submitted by Parenting Network for the “Grilling with Families” event on June 13, 2026, at Zalud Park, subject to the restrictions and requirements contained in the Application and Agreement, Exhibit A, Exhibit B, and the Outside Amplifier Permit.

ATTACHMENTS:

1. Community Civic Event Application and Agreement, Exhibit A, Exhibit B, Map, Outside Amplifier Permit, 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: echaidez@parentingnetwork.org

Website: parentingnetwork.org

Application date: 3/23/26 Event date: 6/13/26

Event time: 11am - 1pm

Name of Event: Grilling with Families

Sponsoring organization: Parenting Network Phone # 559 793.2527

Address: 770 N. Main St. Porterville

Authorized representative: Flor Martinez, Eddie Chaidez Phone # 559 793.2527

Address: _____

Event chairperson: Flor Martinez Eddie Chaidez Phone # 559.793.2527

Location of event Zalud Park 700 N. El Granito St

Location map must be attached

Description of event: Summer Night Lights Steplp & snacks, waters, juices, games

Purpose of event: Summer Night Lights Steplp Event

Employer Identification Number: 77.0188710

(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)*

EC 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.

EC 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.

EC 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.

EC 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.

EC Authorized Representative Initials

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

| Parenting Network | | 3/22/24 |
|---|---|---|
| (Name of Organization) | (Signature) | (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: Grilling with Families

Sponsoring organization: Parenting Network

Location: Zalud Park 700 N. El Granito Event date: 6/13/26 Event time: 11am - 1pm

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

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

# CITY OF PORTERVILLE

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

Name of event: Grilling with Families

Sponsoring organization: Parenting Network

Event date: 6/13/24 Hours: 11am - 1pm

**ATTACH MAP MARKING AREAS TO BE CLOSED OR USED:**

Closed

| Street Name | From which Street | To which Street | Activity |
|---|---|---|---|
| | | | |

| Sidewalks | From which sidewalk | To which sidewalk | Activity |
|---|---|---|---|
| | | | |

| Parking lots and spaces | Location | Activity |
|---|---|---|
| | | |

Requirements for Community Civic Event

Parenting Network

Grilling with Families

June 13, 2026

| | |
|---|---|
| Fire Marshal:<br>*C. Dignam* | Please ensure those cooking with open flame or producing grease laden vapors have appropriate Fire extinguishers available. No deep frying or open flame under canopies, tents, or tarps. Proper tent spacing for canopies, tarps, and tents. With open sides, not more than 700 square feet, once this size is reached a 12-foot space will be required to the next cluster. With sidewalls the size is reduced to 400 square feet. Canopies, tents, and tarps shall have an affixed and legible tag indicting compliance with the Office of the state fire marshal, or complying with the CPAI-84 standard. |
| Parks & Leisure Service Asst. Director:<br>*A. Graybehl* | The Park reservation has been secured. Non-event vehicles are to park in designated parking areas (Municipal code 17-10.13). |
| Police Captain:<br>*M. Azevedo* | Please see Exhibit B. |
| Administrative Service Director:<br>*Y. Andrade* | The certificate of liability and endorsement page are sufficient for the proposed event. |
| Field Services Superintendent-Refuse:<br>*B. Spry* | No comments. |
| Field Services Superintendent-Streets:<br>*J. Baeza* | No comments. |

Requirements for Community Civic Event

| | |
|---|---|
| Sponsor: | Parenting Network |
| Event: | Grilling with Families |
| Event Chairman: | Flor Martinez |
| Location: | Zalud Park |
| Date of Event: | June 13, 2026 (11:00 a.m. – 1:00 p.m.) |

RISK MANAGEMENT: Conditions of Approval

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

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

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

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

**Grilling with Families**
**June 13, 2026 / 11:00 AM—1:00 PM**
**Zalud 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

Exhibit B

# CITY OF PORTERVILLE

## OUTSIDE AMPLIFIER PERMIT

(City Ordinances #18-9 & 18-14)

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

1 Name and home address of the applicant: Parenting Network 770 N Main St.

2 Address where amplification equipment is to be used: Zalud Park 700 N Elgarita St.

3 Names and addresses of all persons who will use or operate the amplification equipment:
Flor Martinez Eddie Chevalier 770 N. Main St.

4 Type of event for which amplification equipment will be used: Summer Night Lights Skate

5 Dates and hours of operation of amplification equipment: 11am - 1pm

6 A general description of the sound amplifying equipment to be used: DJ with Speakers (music)

Section 18-9 It shall be unlawful for any person within the city to use or operate or cause to be operated or to play any radio, phonograph, jukebox, record player, loudspeaker, musical instrument, mechanical device, machine, apparatus, or instrument for intensification or amplification of the human voice or any sound or noise in a manner so loud as to be calculated to disturb the peace and good order of the neighborhood or sleep of ordinary persons in nearby residences or so loud as to unreasonably disturb and interfere with the peace and comfort of the occupants of nearby residences.

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

Section 18-14 It shall be unlawful for any person to maintain, operate, connect, or suffer or permit to be maintained, operated, or operated, or connected any or sound amplifier in such a manner as to cause any sound to be projected outside of any building or out of doors in any part of the city, except as may be necessary to amplify sound for the proper presentation of moving picture shows, or exhibiting for the convenient hearing of patrons within the building or enclosure in which the show or or exhibition is given, without having first procured a permit from the chief of police, which permit shall be granted at the will of the chief of police upon application in writing therefore, but which permit, when granted, shall be revocable by the city council whenever any such loudspeaker or sound amplifier shall by the council be deemed objectionable, and any such permit may be so revoked with or without notice, or with or without a formal hearing, at the option of the council, and in the event of the revocation of any such permit, the same shall not be renewed, except upon application as the first instance. (Ord. Code § 6312)

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

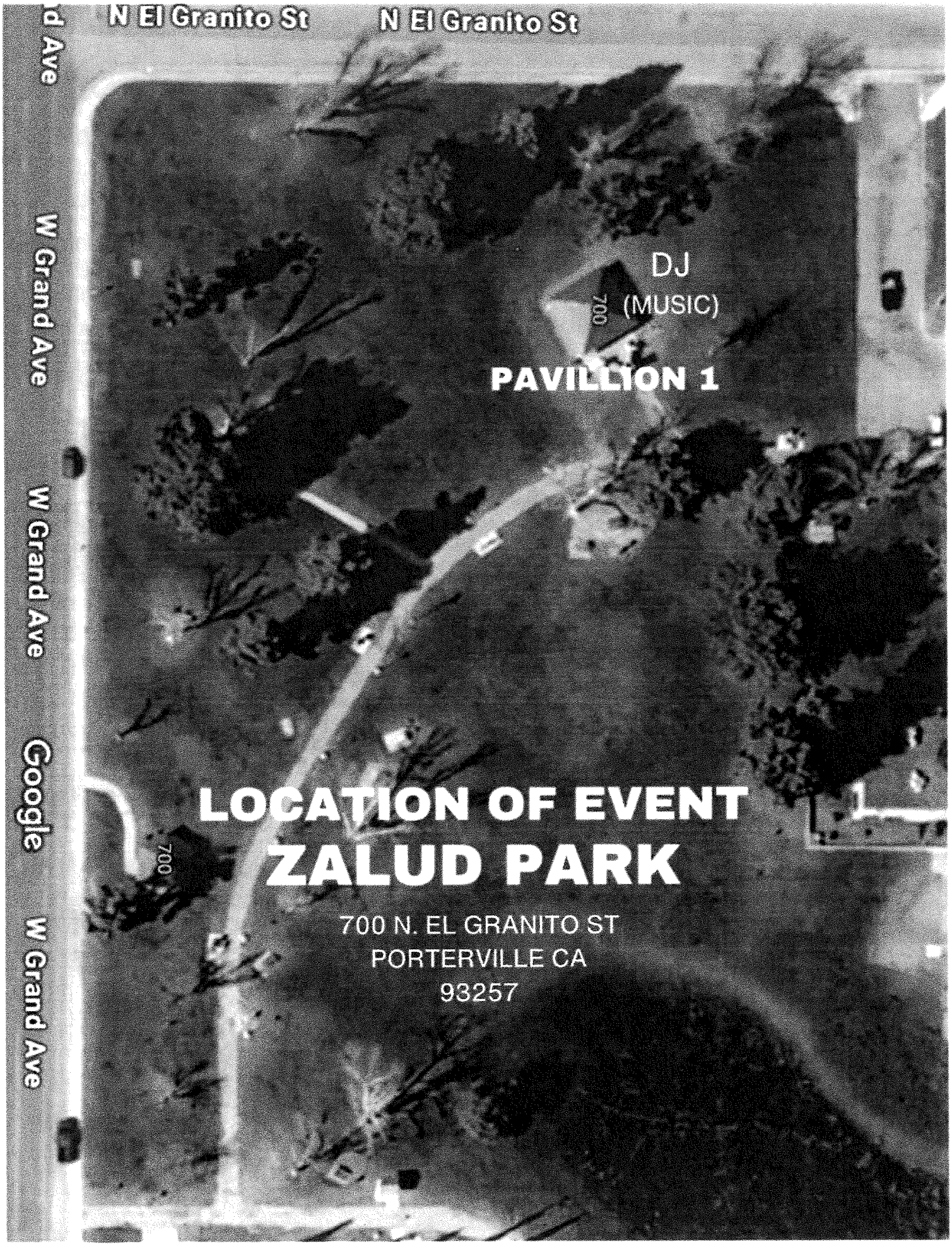
I hereby certify that I have read and answered all statements on this registration form and that they are true and correct.

*Signature of Applicant* — *Date* 3/20/26

**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 — 04/13/26

*City of Porterville, Chief of Police/Designee* — *Date*


N El Granito St
N El Granito St
W Grand Ave
W Grand Ave
W Grand Ave
W Grand Ave
Google
700
700
DJ
(MUSIC)
PAVILLION 1
LOCATION OF EVENT
ZALUD PARK
700 N. EL GRANITO ST
PORTERVILLE CA
93257

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 09/05/2025

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

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

| | |
|---|---|
| **PRODUCER**<br>SEARCY INSURANCE CENTER, INC<br>15152 OAK RANCH DRIVE<br>VISALIA, CA 93292 | **CONTACT NAME:** JOHNNY SEARCY<br>**PHONE (A/C, No, Ext):** 800-736-3904 **FAX (A/C, No):** 559-334-3442<br>**E-MAIL ADDRESS:** SEARCY.INSURANCE@GMAIL.COM |
| | **INSURER(S) AFFORDING COVERAGE** — **NAIC #**<br>**INSURER A :** PHILADELPHIA INDEMNITY INS. CO. — 18058<br>**INSURER B :**<br>**INSURER C :**<br>**INSURER D :**<br>**INSURER E :**<br>**INSURER F :** |
| **INSURED**<br>PARENTING NETWORK, INC.<br>330 NORTH JOHNSON ST<br>VISALIA, CA 93291 | |

**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 | X COMMERCIAL GENERAL LIABILITY | X | | PHPK2597611-024 | 10/16/2025 | 10/16/2026 | EACH OCCURRENCE | $ 2,000,000 |
| | CLAIMS-MADE [X] OCCUR | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ 100,000 |
| | | | | | | | MED EXP (Any one person) | $ 5,000 |
| | | | | | | | PERSONAL & ADV INJURY | $ 1,000,000 |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | GENERAL AGGREGATE | $ 3,000,000 |
| | POLICY [ ] PRO-JECT [ ] LOC | | | | | | PRODUCTS - COMP/OP AGG | $ 3,000,000 |
| | OTHER: | | | | | | | $ |
| | 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 OCCUR | | | | | | EACH OCCURRENCE | $ |
| | EXCESS LIAB CLAIMS-MADE | | | | | | AGGREGATE | $ |
| | DED RETENTION $ | | | | | | | $ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N | | | | | | PER STATUTE / OTH-ER | |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] N/A | | | | | | E.L. EACH ACCIDENT | $ |
| | (Mandatory in NH) | | | | | | E.L. DISEASE - EA EMPLOYEE | $ |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | E.L. DISEASE - POLICY LIMIT | $ |

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

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

| | |
|---|---|
| **CERTIFICATE HOLDER**<br>CITY OF PORTERVILLE<br>291 N. MAIN ST<br>PORTERVILLE, CA 93257 | **CANCELLATION**<br>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.<br>**AUTHORIZED REPRESENTATIVE** |

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POLICY NUMBER:
**PHPK2597611-024**

**COMMERCIAL GENERAL LIABILITY**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

# ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

**SCHEDULE**

**Name of Person or Organization:**

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

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

**Insurance is Primary and Non-Contributory.**

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

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


Copyright, Insurance Services Office, Inc., 1984

FREE

# Grilling with Families

SNACKS| REFRESHMENTS

**Satruday** | **11am - 1pm** | **June 13th**

## ZALAD PARK
## 700 N EL GRANITO ST
## PORTERVILLE, CA 93257

**For More information call**
**(559)793 2527**

SUPPORTED BY:

HHSA www.tchhsa.org

FIRST 5 TULARE COUNTY

## 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 [redacted]

03/23/2026 11:25 AM

**Account Information**
Parenting Network
Eddie Chaidez
770 N Main St
Porterville, CA 93257
559-793-2527

**Payment**
Credit/Debit $180.00
Ending in [redacted]
Merchant Code [redacted]

| Item | Amount Paid |
|---|---|
| Zalud Park Pavilion 1 Jun 13, 2026 10:00 AM-10:00 PM - Resident Rental Fee: $60/Block | $60.00 |
| Zalud Park Pavilion 1 Jul 17, 2026 10:00 AM-10:00 PM - Resident Rental Fee: $60/Block | $60.00 |
| Zalud Park Pavilion 1 Aug 7, 2026 10:00 AM-10:00 PM - Resident Rental Fee: $60/Block | $60.00 |
| **Subtotal** | $180.00 |
| **Total Payment** | $180.00 |

**Prompt(s)**

**Are you having a bounce house at your event/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.** 100-200

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

**Facility Notes**

**Zalud 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.

SUBJECT: Approval of Community Civic Event Application — Comisión Honorífica Mexicana Americana "Annual Cinco de Mayo Parade and Sunday Fiesta" Event

SOURCE: Finance

COMMENT: The Comisión Honorífica Mexicana Americana, Inc. (CHMA) is requesting approval to conduct the "Annual Cinco de Mayo Parade and Sunday Fiesta" on Saturday, May 2, 2026, and Sunday, May 3, 2026.

The event will include a parade along Main Street on Saturday, May 2, 2026, from 10:00 a.m. to 12:00 p.m., followed by a community fiesta at Veterans Park on Sunday, May 3, 2026, from 10:00 a.m. to 7:00 p.m. The Sunday event will include live music, vendors, and community activities. An Outside Amplifier Permit has been approved for the fiesta from 12:00 p.m. to 7:00 p.m. on May 3, 2026.

The event will require temporary street closures within the downtown area for the parade route, as well as coordination of public safety, traffic control, and event operations.

The request has been submitted in accordance with 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, Exhibit B, Exhibit C, and the Outside Amplifier Permit.

This event represents a longstanding cultural tradition in the Porterville community, bringing residents together to celebrate and participate in cultural and community activities in a safe and organized environment.

RECOMMENDATION: That the City Council approve the Community Civic Event Application submitted by Comisión Honorífica Mexicana Americana, Inc. for the "Annual Cinco de Mayo Parade and Sunday Fiesta" Event on May 2 and 3, 2026, at Main Street and Veterans Park, subject to the restrictions and requirements contained in the Application and Agreement, Exhibit A, Exhibit B,

Exhibit C, and the 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

# 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 x If yes, please attach copy

E-mail address: TEREDLR@OLARAZA.COM

Website: YES-CHMA, INC.

Application date: 02/27/2026 Event date: 05/02/2026-05/03/2026

Event time: PARADE: 10:00 AM- 12:00 PM FIESTA: 10:00 AM- 7:00 PM

Name of Event: ANNUAL 5 DE MAYO CELEBRATION PARADE AND FIESTA DOMINGUERA

Sponsoring organization: CHMA, INC. Phone # (559) 784-1214

Address: P.O. BOX 2043 PORTERVILLE, CA 93258

Authorized representative: ROBERTO DE LA ROSA Phone # (559) 280-5998

Address: 450 W. ALICE AVENUE PORTERVILLE, CA 93257

Event chairperson: ROBERTO DE LA ROSA Phone # (559) 280-5998 & (559) 784-1214

Location of event DOWNTOWN (MAIN STREET)(05/02/2026) AND VETERANS PARK (05/03/2026)

Location map must be attached

Description of event: PARADE WILL TAKE PLACE ON MAIN STREET STARTING AT 10:00 AM SHARP ON MAY 02, 2026

FIESTA DOMINGUERA AT VETERANS PARK ON MAY 03, 2026 TO WELCOME FAMILIES TO AN EVENT WITH MUSIC, VENDORS, AND CHILDREN'S GAMES

Purpose of event: CIVIC AND CULTURAL

Employer Identification Number: 501 (C)(3) #00331 ABL

(IRS Determination)

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

Barricades (quantity): YES Street sweeping Yes x No _____

Police protection Yes ____ No ____ Refuse pickup Yes x No _____

Other: _____

Parks facility application required: Yes x No ____ Attached _____

Assembly permit required: Yes x No ____ Attached _____

PURCHASING

MAR 3 1 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 ou 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, witl 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 liabilit and property damage insurance against liability for personal injury, including accidental death, as well as liability for property damage which ma arise in any way during the term of this permit. The sponsoring organization/applicant's insurance coverage shall apply as primary to, an 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 sampl forms are enclosed for your convenience. This original certificate and endorsement shall be submitted to the Finance Department with th 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 whic 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 arisin 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 o insurance shall provide coverage of no less than two million dollars ($2,000,000.00) per occurrence of bodily injury and property damage, combined singl limit. (Ordinance 15-20(e) 18)*

RDLR Authorized Representative Initial

Alcohol liability insurance: Organization/Applicant will obtain an alcohol permit if any alcoholic beverages are to be served. The insurance policy shall be endorsed to include full liquor liability in an amount not less than one million dollars ($1,000,000) per occurrence. The City o 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 o the permitted, his/her agents or representatives pursuant the permit. Claims-made policies are not acceptable.

RDLR Authorized Representative Initials

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

RDLR Authorized Representative Initials

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

_____ Authorized Representative Initials

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

RDLR Authorized Representative Initials

Agreement: The sponsoring organization/applicant agrees to comply with all provisions of the Community Civic Event Ordinance 15-20(e), as amended, and the terms and conditions set forth by City Council and stated in Exhibit 'A.' The sponsoring organization/applicant agrees, during the term of this permit, to secure and hold the City free and harmless from all loss, liability, and claims for damages, costs and charges of any kind o 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, saic 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 o non-action of the City or its directors, officers, or employees. Approval of the Community Civic Events Permit by the Porterville City Council pertains only to authorized activities conducted at designated locations within the incorporated area of the City of Porterville, and such approval shall not be construed or interpreted to authorize sponsor utilization of public right-of-ways outside of the jurisdiction of the City of Porterville.

Comision Honorifica Mexicana Americana, Inc. (CHMA)

(Name of Organization)

Roberto De La Rosa, Pres

(Signature) Roberto de la Rosa (Date) 03-25-2026

# 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: ANNUAL 5 DE MAYO CELEBRATION PARADE AND SUNDAY FIESTA

Sponsoring organization: COMISION HONORIFICA AMERICANA, INC. (CHMA)

Location: VETERANS PARK Event date: 05/03/2026 Event time: 8:00 AM TO 7:00 PM

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

| Vendor name | Address/Telephone | Business License required? | Type of Activity |
|---|---|---|---|
| CHMA, INC. | P.O. BOX 2043 PORTERVILLE, CA 93258 | X | WATER BOTTLE SALE |
| KONA ICE | 31351 FELITZ DRIVE EXETER, CA 93221 | X | SNOWCONE SALE |
| GARCIA'S CORN | 5332 E. LOWE AVENUE FRESNO, CA 93727 | X | ROASTED CORN & FUNNEL CAKES |
| RICAS ENCHILADAS | 238 E. HICKORY AVENUE LINDSAY, CA 93274 | X | ENCHILADAS & TACOS |
| LA SONRISA ICE CREAM | CLOVIS - FRESNO | X | ELOTES, ICECREAM, ETC. |
| STIX CHURROHOLICS | 1201 E. PUTNAM AVE. PORTERVILLE, CA 93257 | X | CHURROS |
| LUCY'S TAMALES | 620 E. POPLAR AVE PORTERVILLE, CA 93257 | X | TAMALES |
| ESPINOZA'S TAOCS | PORTERVILLE, CA 93257 | X | TACOS |
| NAUGHT PANDA | 2219 W. CLEVELAND PORTERVILLE, CA 93257 | X | TERIYAKI CHICKEN |
| YUCUS LOS TACOS | 733 PIONEER AVE. PORTERVILLE, CA 93257 | X | TACOS AL PASTOR |
| HEALTH AND INFORMATION BOOTHS | | | |
| KARING 4 KIDS | 206 W. W Lacey Blvd # 309 Hanford, CA 93230 | | 5 DE MAYO |
| FHCN | 323 W. PUTNAM AVE. PORTERVILLE, CA 93257 | | HEALTH BOOTH |
| KETTLE CORN | 498 DOGWOOD CT TULARE, CA 93247 | | KETTLE CORN |
| | | | |

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

# CITY OF PORTERVILLE

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

Name of event: SUNDAY FIESTA DOMINGUERA

Sponsoring organization: COMISION HONORIFICA MEXICANA AMERICANA, INC (CHMA)

Location: VETERANS PARK Event date: 05/03/2026 Event time: 8:00AM -7:00 PM

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

| Vendor name | Address/Telephone | Business License required? | Type of Activity |
|---|---|---|---|
| CAMPESINAS UNIDAS | 14081 AVE 148 POPLAR, CA | X | INFORMATIONAL BOOTH |
| FIVE STAR REALTY | 208 N. MAIN ST. PORTERVILLE, CA 93257 | X | INFORMATIONAL BOOTH |
| STATE FARM INSURANCE | 778 N. PROSPECT ST PORTERVILLE, CA 93257 | X | INFORMATIONAL BOOTH |
| OLA RAZA, INC. | 94 W. DORIS AVENUE PORTERVILLE, CA 93257 | X | INFORMATIONAL BOOTH |
| ALRB | 1642 W. WALNUT AVE VISALIA, CA 93291 | X | INFORMATIONAL BOOTH |
| LUX DERMATOLOGY | 573 W. PUTNAM AVE. | X | INFO ON DERMATOLOGY |
| | | | |
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*Municipal Code 15-20(E) Community Civic Events (16): Business License Fee: Any individual, company, firm, concessionaire,fair operator, carnival operator, etc., who engages in, conducts, organizes, or promotes business for profit shall pay a business license fee of one dollar ($1.00) per day per amusement, entertainment, exhibit, ride or per booth, space, stall, stand or other unenclosed location used for the purpose of advertising, promoting, or sale of, or taking orders for, goods or services; except that no individual, company, firm concessionaire, fair operator, carnival operator, etc., who possesses a valid city business license shall be subject to separate licensing pursuant to this subsection E16. The nonprofit sponsor shall collect said fee and remit the fee to the city within five (5) working days following the CCE. Said remittance shall be accompanied by a complete list of participants and consecutively numbered receipts written in triplicate, containing the name, address, and telephone number of the licensee, and the licensee's California seller's permit number. Said receipts shall be furnished by the city. One copy of the receipt shall be furnished to the licensee, one copy filed with the finance department of the city, and one copy retained by the CCE sponsor for a period of three (3) years for audit purposes.

# CITY OF PORTERVILLE

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

Name of event: CHMA CINCO DE MAYO PARADE

Sponsoring organization: COMISION HONORIFICA MEXICANA AMERICANA, INC (CHMA)

Event date: SATURDAY MAY 02, 2026 Hours: 10:00 AM TO 12:00 PM

**ATTACH MAP MARKING AREAS TO BE CLOSED OR USED:**

Closed

| Street Name | From which Street | To which Street | Activity |
|---|---|---|---|
| MAIN ST. | W. NORTH AVE | OLIVE AVE | PARADE |
| BELLEVIEW | W. NORTH AVE | SECOND ST. | " |
| SCHOOL | BELLEVIEW | SECOND ST. | " |
| BELLEVIEW | MORTON AVE | SECOND ST | " |
| MORTON AVE | DIVISION | SECOND ST | " |
| HARRIS | HOCKETT | SECOND ST | " |
| THURMAN | DIVISION | SECOND ST | " |
| CLEVELAND | DIVISION | SECOND ST | " |
| PUTNAM | DIVISION | SECOND ST | " |
| MILL | DIVISION | SECOND ST | |
| OAK | DIVISION | SECOND ST | |
| GARDEN | DIVISION | SECOND ST | " |
| OLIVE | HOCKETT | "B" ST | " |
| OLIVE | HOCKETT | | |

| Parking lots and spaces | Location | Activity |
|---|---|---|
| | | |
| | | |
| | | |
| | | |

Requirements for Community Civic Event

Comision Honorifica Mexicana Americana, Inc.

Annual Cinco de Mayo Celebration Parade and Sunday Fiesta

May 2 & 3, 2026

| | |
|---|---|
| Fire Marshal:<br>*C. Dignam* | Please see Exhibit C. |
| Parks & Leisure Service Asst. Director:<br>*A. Graybehl* | Parks reservation has been secured. Non-event vehicles are to park in designated Parking areas (Municipal Code 17-10.13). |
| Police Lieutenant:<br>*M. Azevedo* | Please see Exhibit B. |
| Administrative Service Director:<br>*Y. Andrade* | The certificate of liability and endorsement page are sufficient for the proposed event. All Bounce house participants or legal guardians (If participant is a minor) must sign a waiver of liability releasing the City from any and all claims. |
| Field Services Superintendent-Refuse:<br>*B. Spry* | We will set out trash containers for the parade. |
| Field Services Superintendent-Streets:<br>*J. Baeza* | The representative from the parade must reach out to the streets department for additional questions concerning the closure and time. |

Requirements for Community Civic Event

| | |
|---|---|
| Sponsor: | Comision Honorifica Mexicana Americana, Inc. |
| Event: | Annual Cinco de Mayo Parade and Sunday Fiesta |
| Event Chairman: | Roberto de la Rosa |
| Location: | Downtown Main Street and Veterans Park |
| Date of Event: | Parade May 2, 2026 (10:00 a.m. – 12:00 p.m.)<br>Fiesta May 3, 2026 (10:00 a.m. – 7:00 p.m.) |

RISK MANAGEMENT: Conditions of Approval

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

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

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

# CITY OF PORTERVILLE
# Community Civic Event Application

## CINCO DE MAYO PARADE/CELEBRATION
## Downtown Main Street (May 2, 2026 / 10:00AM—12PM)
## Veteran's Park (May 3, 2026 / 10:00AM—7:00PM)

Proposed Conditions/Requirements/Parade:

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

Proposed Conditions/Requirements/Celebration:

- City Council approval is required for all street/sidewalk closures.
- Participants must not interfere with the normal flow of pedestrian/vehicular traffic.

- Food vendors should provide inspection certificates from the Tulare County Health Department to members of the organizing committee, to ensure food product safety.

- Consumption of alcohol by participants, attendees, organizers at the event is strictly prohibited.

- An Outside Amplifier Permit has been approved. However, event organizers shall not allow music to be played so loud as to unreasonably disturb the peace and good order of any residents or business establishments in the surrounding area.

- At conclusion of event, event organizers shall ensure that affected parks/streets/sidewalks are promptly cleared of any vehicles, equipment, booths or anything that could present a hazard to pedestrians or vehicles traveling in the area, as well as any other related materials such as signs, pamphlets and fliers.

- Event organizers shall contact Sergeant Maria Aguillon, Traffic Supervisor, as soon as possible and well in advance to the event in order to coordinate police involvement. Sergeant Aguillon can be contacted at 559-782-7400.

Mark Azevedo, Captain
Porterville Police Department

# CITY OF PORTERVILLE/FIRE DEPARTMENT

# COMMUNITY CIVIC EVENT APPLICATION

## CINCO DE MAYO PARADE AND SUNDAY FIESTA

## MAY 2-3, 2026

## DOWNTOWN MAIN ST & 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.

**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.

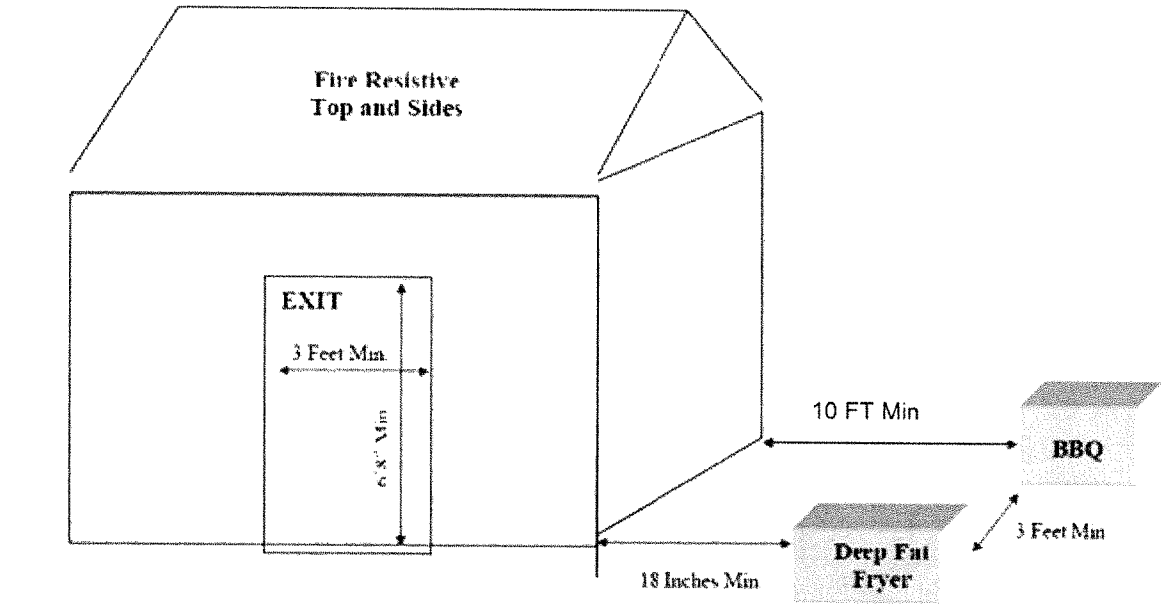
**Additional Requirements:**

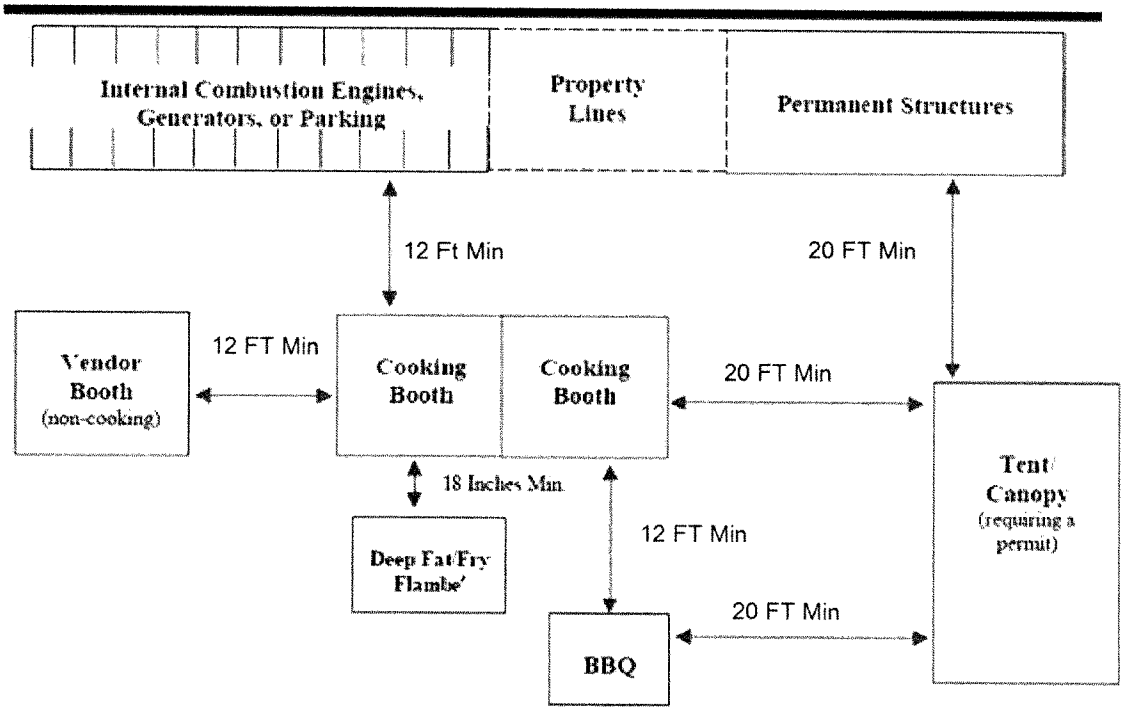
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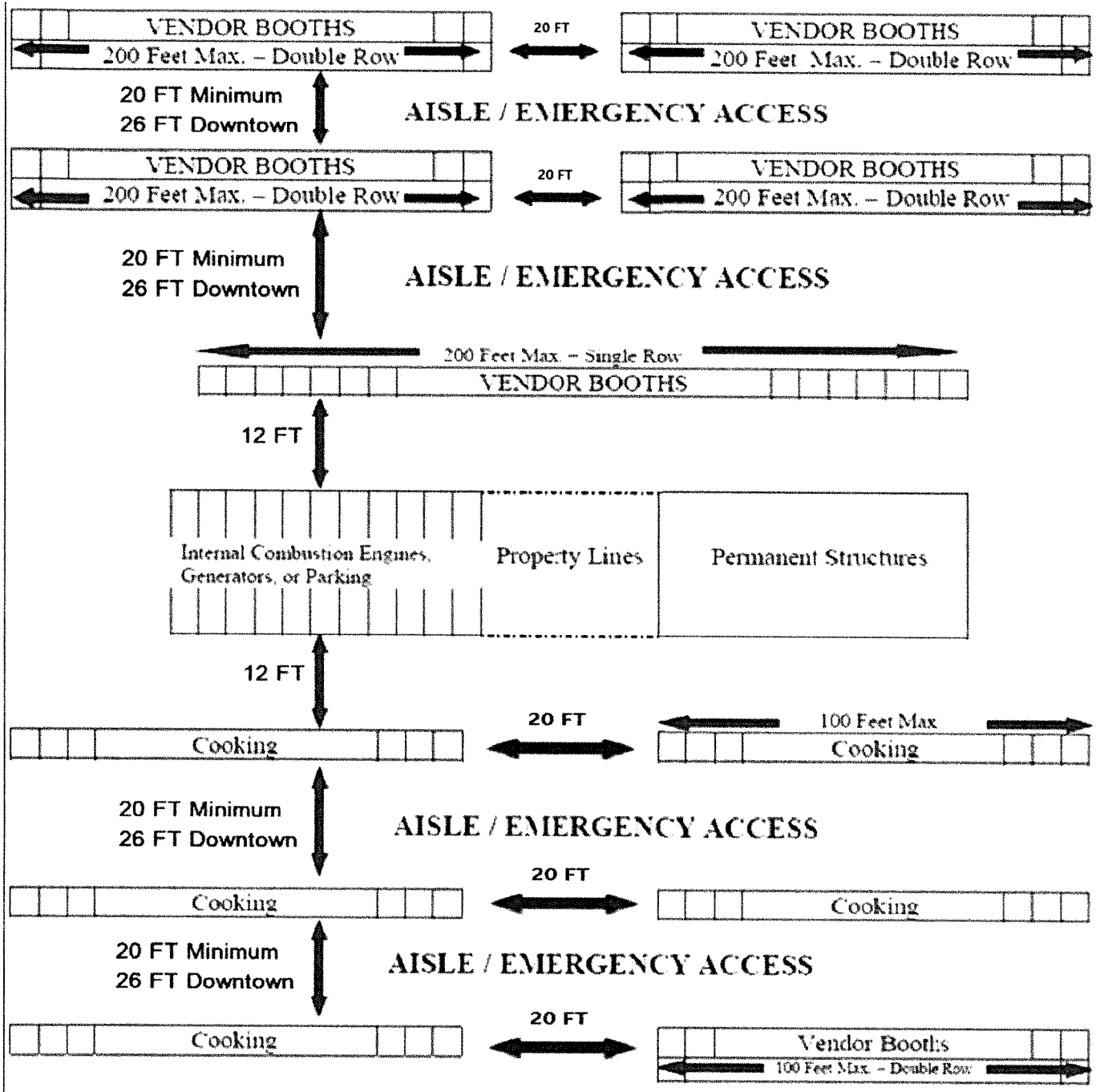
The Porterville Fire Department has established these requirements in accordance with the California Fire Code. Your cooperation is required to maintain a high level of fire safety throughout the event. All booths are subject to fire department inspection prior to and at any time during the event. Any 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 Resistive
Top and Sides
EXIT
3 Feet Min.
6'-8" Min
10 FT Min
BBQ
3 Feet Min
Deep Fat
Fryer
18 Inches Min


Internal Combustion Engines,
Generators, or Parking
Property
Lines
Permanent Structures
12 Ft Min
20 FT Min
Vendor
Booth
(non-cooking)
12 FT Min
Cooking
Booth
Cooking
Booth
20 FT Min
Tent/
Canopy
(requiring a
permit)
18 Inches Min
Deep Fat/Fry
Flambé
12 FT Min
20 FT Min
BBQ




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

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

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

# CITY OF PORTERVILLE

## OUTSIDE AMPLIFIER PERMIT

(City Ordinances.#18-9 & 18-14)

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

1 Name and home address of the applicant: CHMA, P.O. BOX 2043 PORTERVILLE, CA 93258

2 Address where amplification equipment is to be used: VETERANS PARK

3 Names and addresses of all persons who will use or operate the amplification equipment:

4 Type of event for which amplification equipment will be used: LIVE MUSIC, AMPLIFIERS, MICROPHONE

5 Dates and hours of operation of amplification equipment: 05/03/2026 12:00 PM TO 7:00 PM

6 A general description of the sound amplifying equipment to be used: SPEAKERS & DRUM SET TO BE USED BY ANNOUNCER AND MUSICAL ENTERTAINERS

Section 18-9 It shall be unlawful for any person within the city to use or operate or cause to be operated or to play any radio, phonograph, jukebox, record player, loudspeaker, musical instrument, mechanical device, machine, apparatus, or instrument for intensification or amplification of the human voice or any sound or noise in a manner so loud as to be calculated to disturb the peace and good order of the neighborhood or sleep of ordinary persons in nearby residences or so loud as to unreasonably disturb and interfere with the peace and comfort of the occupants of nearby residences.

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

Section 18-14 It shall be unlawful for any person to maintain, operate, connect, or suffer or permit to be maintained, operated, or operated, or connected any or sound amplifier in such a manner as to cause any sound to be projected outside of any building or out of doors in any part of the city, except as may be necessary to amplify sound for the proper presentation of moving picture shows, or exhibiting for the convenient hearing of patrons within the building or enclosure in which the show or or exhibition is given, without having first procured a permit from the chief of police, which permit shall be granted at the will of the chief of police upon application in writing therefore, but which permit, when granted, shall be revocable by the city council whenever any such loudspeaker or sound amplifier shall by the council be deemed objectionable, and any such permit may be so revoked with or without notice, or with or without a formal hearing, at the option of the council, and in the event of the revocation of any such permit, the same shall not be renewed, except upon application as the first instance. (Ord. Code § 6312)

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

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

Antonio de la Rosa, Pres CHMA, Inc. — *Signature of Applicant*

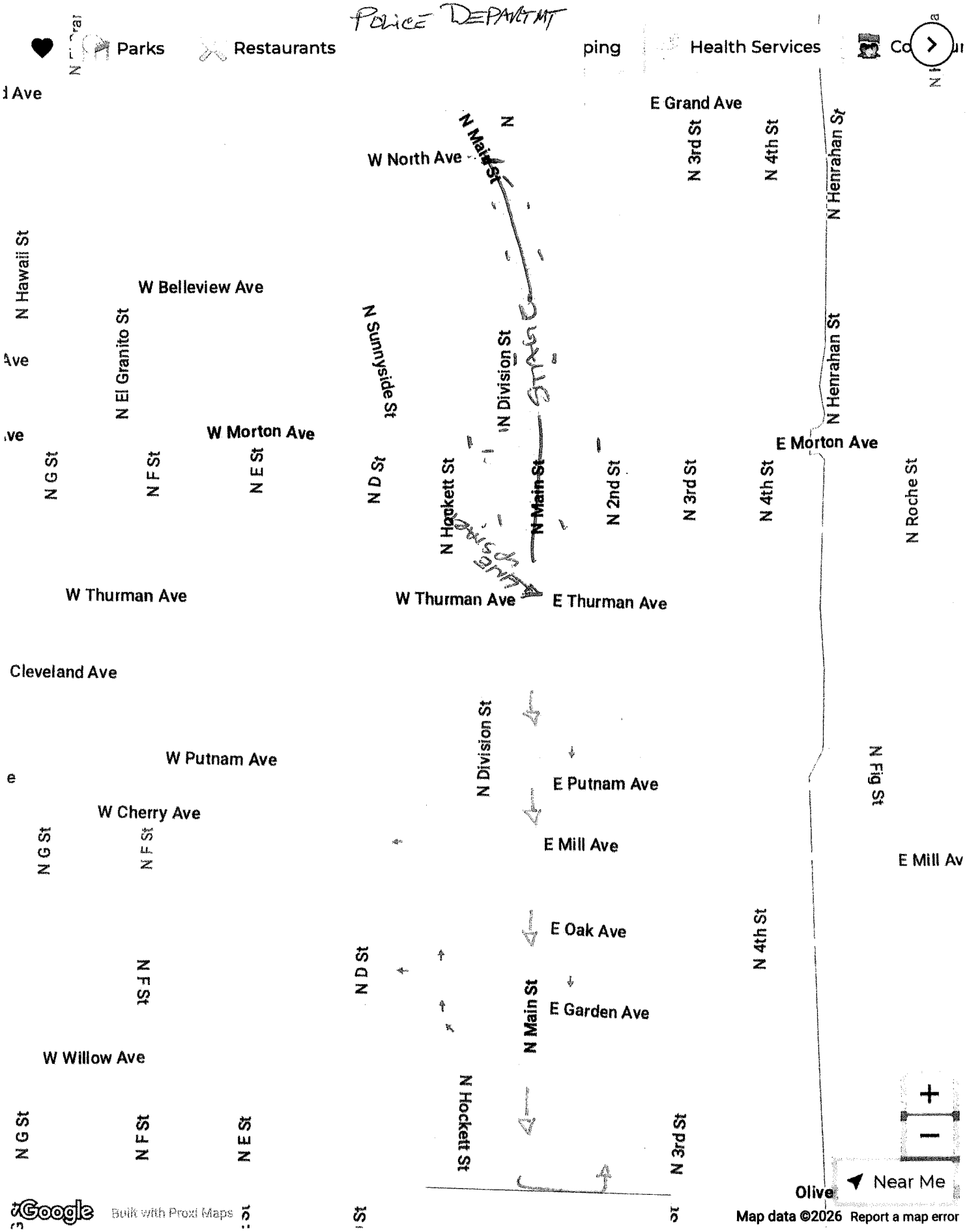
03-25-2026 — *Date*

**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*

04/13/26 — *Date*

PORTERVILLE POLICE DEPARTMT



Veterans Park

STAGE

1 REY

2 REY

3 INFO

TREE

8

INFO

9 FOOD

10 - INFO

KONA FOOD (11)

ROYALTY + PUBLIC SEATING AREA

4 REY ?

5 REY ?

6 COMMERCIAL ?

7 FOOD

INFO

CLARK ADA BABY STN

12 INFO

BOUNCE HOUSES AND GAMES

SERVING AREA

TICKETS DRINKS

GRILL

TABLE

TABLE

COMIHON01C SFERGUSON

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 4/2/2026

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 | CONTACT NAME: | |
|---|---|---|
| INSURICA<br>201 David L Boren Blvd, Ste 310<br>Norman, OK 73072-7338 | PHONE (A/C, No, Ext): (405) 310-1583 | FAX (A/C, No): (405) 217-0311 |
| | E-MAIL ADDRESS: service@INSURICAexpress.com | |
| | INSURER(S) AFFORDING COVERAGE | NAIC # |
| | INSURER A : Nonprofits' Insurance Alliance of CA, Inc. | NA |
| INSURED | INSURER B : | |
| Comision Honorifica Mexicana Americana, Inc<br>P.O. Box 2043<br>Porterville, CA 93258 | 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 | X COMMERCIAL GENERAL LIABILITY | | | | | | EACH OCCURRENCE | $ 1,000,000 |
| | [ ] CLAIMS-MADE [X] OCCUR | X | X | 01CP00105940124 | 2/22/2026 | 2/22/2027 | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ 500,000 |
| | | | | | | | MED EXP (Any one person) | $ 20,000 |
| | | | | | | | PERSONAL & ADV INJURY | $ 1,000,000 |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | GENERAL AGGREGATE | $ 2,000,000 |
| | X POLICY [ ] PRO-JECT [ ] LOC | | | | | | PRODUCTS - COMP/OP AGG | $ 2,000,000 |
| | OTHER: | | | | | | | $ |
| A | AUTOMOBILE LIABILITY | | | | | | COMBINED SINGLE LIMIT (Ea accident) | $ 1,000,000 |
| | ANY AUTO | | | 01CP00105940124 | 2/22/2026 | 2/22/2027 | BODILY INJURY (Per person) | $ |
| | OWNED AUTOS ONLY / SCHEDULED AUTOS | | | | | | BODILY INJURY (Per accident) | $ |
| | X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY | | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | | | | | | | | $ |
| A | X UMBRELLA LIAB X OCCUR | | | | | | EACH OCCURRENCE | $ 1,000,000 |
| | EXCESS LIAB [ ] CLAIMS-MADE | | | 01UB00105940102 | 2/22/2026 | 2/22/2027 | AGGREGATE | $ 1,000,000 |
| | DED X RETENTION $ 0 | | | | | | | $ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | | | | | | PER STATUTE / OTH-ER | |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [ ] (Mandatory in NH) | N/A | | | | | E.L. EACH ACCIDENT | $ |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | E.L. DISEASE - EA EMPLOYEE | $ |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | $ |
| A | Directors & Officers | | | 01CP00105940124 | 2/22/2026 | 2/22/2027 | Each Wrongful Act | 1,000,000 |
| A | Directors & Officers | | | 01CP00105940124 | 2/22/2026 | 2/22/2027 | Annual Aggregate | 1,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Cinco de Mayo Event Dates: May 2nd and May 3rd, 2026.
City of Porterville is listed as Additional Insured when required by written project.

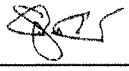
**CERTIFICATE HOLDER**

City of Porterville
Successor Agency to the Porterville Redevelopment Agency
291 N. Main St.
Porterville, CA 93257

**CANCELLATION**

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

AUTHORIZED REPRESENTATIVE




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NONPROFITS® INSURANCE ALLIANCE OF CALIFORNIA
Part of Nonprofits Insurance Alliance (NIA)

NONPROFITS OWN®

Policy Number: 01-CP-0010594-01-24

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# ADDITIONAL INSURED - PRIMARY AND NON-CONTRIBUTORY - PUBLIC ENTITIES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

---

**SCHEDULE**

| **Name of Person or Organization:** |
| --- |
| City of Porterville |

**A. SECTION II – WHO IS AN INSURED** is amended to include:

**4.** Any public entity as an additional insured, and the officers, officials, employees, agents and/or volunteers of that public entity, as applicable, who may be named in the Schedule above, when you have agreed in a written contract or written agreement presently in effect or becoming effective during the term of this policy, that such public entity and/or its officers, officials, employees, agents and/or volunteers be added as an additional insured(s) on your policy, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

**a.** Your negligent acts or omissions; or

**b.** The negligent acts or omissions of those acting on your behalf;

in the performance of your ongoing operations.

No such public entity or individual is an additional insured for liability arising out of the sole negligence by that public entity or its designated individuals. The additional insured status will not be afforded with respect to liability arising out of or related to your activities as a real estate manager for that person or organization.

**B. SECTION III – LIMITS OF INSURANCE** is amended to include:

**8**. The limits of insurance applicable to the public entity and applicable individuals identified as an additional insured(s) pursuant to Provision A.4. above, are those specified in the written contract between you and that public entity, or the limits available under this policy, whichever are less. These limits are part of and not in addition to the limits of insurance under this policy.

**C.** With respect to the insurance provided to the additional insured(s), **Condition 4. Other Insurance** of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS** is replaced by the following:

**4. Other Insurance**

**a. Primary Insurance**

This insurance is primary if you have agreed in a written contract or written agreement:

(1) That this insurance be primary. If other insurance is also primary, we will share with all that other insurance as described in **c.** below; or


Includes copyrighted material of Insurance Services Office, Inc. with its permission.

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 03/04/2026

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

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

**PRODUCER**
Brown & Brown Insurance Services, Inc.
10 Falcon Crest Dr., Suite 100
Greenville SC 29607

CONTACT NAME: Jessica Danze
PHONE (A/C, No, Ext): (864) 403-9508 FAX (A/C, No):
E-MAIL ADDRESS: jessica.danze@bbrown.com

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A : Berkley Specialty Insurance Company | 31295 |
| INSURER B : Berkley Life and Health Insurance Company | 64890 |
| INSURER C : | |
| INSURER D : | |
| INSURER E : | |
| INSURER F : | |

**INSURED**
Joey's Jumping Castle, Inc.
1116 E Batavia Ct
Tulare CA 93274

**COVERAGES** **CERTIFICATE NUMBER:** 26-27 **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 | [X] COMMERCIAL GENERAL LIABILITY<br>[ ] CLAIMS-MADE [X] OCCUR<br>[X] BI/PD Ded: $2,500<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>[X] POLICY [ ] PRO-JECT [ ] LOC<br>[ ] OTHER: | Y | | CGL 0160695 - 24 | 03/04/2026 | 03/04/2027 | EACH OCCURRENCE | $ 1,000,000 |
| | | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ 100,000 |
| | | | | | | | MED EXP (Any one person) | $ |
| | | | | | | | PERSONAL & ADV INJURY | $ 1,000,000 |
| | | | | | | | GENERAL AGGREGATE | $ 2,000,000 |
| | | | | | | | PRODUCTS - COMP/OP AGG | $ 2,000,000 |
| | | | | | | | | $ |
| | AUTOMOBILE LIABILITY<br>[ ] ANY AUTO<br>[ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS<br>[ ] 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<br>[ ] EXCESS LIAB [ ] CLAIMS-MADE<br>[ ] DED [ ] RETENTION $ | | | | | | EACH OCCURRENCE | $ |
| | | | | | | | AGGREGATE | $ |
| | | | | | | | | $ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ]<br>(Mandatory in NH)<br>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 | $ |
| B | Participant Accident | | | PAI L012010848105 | 03/04/2026 | 03/04/2027 | See Below Remarks | |

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

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

**CERTIFICATE HOLDER**

City of Porterville
291 North Main Street
Porterville, CA 93258

**CANCELLATION**

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

AUTHORIZED REPRESENTATIVE

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AGENCY CUSTOMER ID: 00773490

LOC #:

# ADDITIONAL REMARKS SCHEDULE

Page ____ of ____

| AGENCY | NAMED INSURED |
|---|---|
| Brown & Brown Insurance Services, Inc. | Joey's Jumping Castle, Inc |
| POLICY NUMBER | |
| CARRIER / NAIC CODE | EFFECTIVE DATE: |

**ADDITIONAL REMARKS**

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance: Notes

Total Benefit Maximum for all Accident M - $25,000
Class 1 Principal Sum - $25,000
Benefit Maximum - $500,000
Accident Medical Deductible $100


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POLICY NUMBER: 0160695-24

COMMERCIAL GENERAL LIABILITY
CG 20 26 12 19

**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 North Main Street
Porterville, CA 93258

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

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

1. In the performance of your ongoing operations; or

2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

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

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

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

1. Required by the contract or agreement; or

2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.


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## 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

02/24/2026 10:33 AM

**Account Information**
Comision Honorifica
Mexicana-Americana Inc
Teresa De La Rosa
PO Box 2043
Porterville, CA 93257
559-359-1443

**Payment**
Credit/Debit $187.00
Merchant Code
0

**Received By**
Christina Carrillo at
Centennial Plaza

| Item | Amount Paid |
|---|---|
| Veterans Park Pavilion 1 May 3, 2026 10:00 AM-10:00 PM - Resident Rental Fee: $60/Block | $60.00 |
| Bounce House Permit Fee | $27.00 |
| Veterans Park Pavilion 2 May 3, 2026 10:00 AM-10:00 PM - Resident Rental Fee: $60/Block | $60.00 |
| Veterans Park Picnic Area 4 May 3, 2026 10:00 AM-10:00 PM - Resident Rental Fee: $40/Block | $40.00 |
| **Subtotal** | $187.00 |
| **Total Payment** | $187.00 |

**Prompt(s)**

**Are you having a bounce house at your party? If so, a bounce house permit must be purchased. By checking this box the permit fee will automatically be added to your cart. Outlets may NOT be used for bounce houses.. A list of authorized bounce house companies is available for you to print or you may pick up a list at the Parks & Leisure Office during normal business hours.** Yes

**Please indicate an estimated number of people you are expecting to attend this function.**
500+

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

**Facility Notes**

**Veterans Park Pavilion 1**

**Parks, Pavilions**

No alcoholic beverages are allowed in the parks without a permit issued by Parks and Leisure Services and the Police Department.**Those who want alcohol must apply at least seven (7) days prior to the event at the Parks & Leisure Services Offices (15 E Thurman**

SUBJECT: Approval of Community Civic Event — Tulare County Junior Livestock Show and Community Fair "Porterville Fair" Event

SOURCE: Finance

COMMENT: The Tulare County Junior Livestock Show and Community Fair is requesting approval to utilize the City's ten (10) acre site adjacent to the fairgrounds for carnival operations during the annual "Porterville Fair" event, scheduled for May 13 through May 17, 2026.

At its meeting on April 15, 2014, the City Council approved the Fair Board's request to allow patrons to purchase and consume alcoholic beverages outside the designated beer garden area. Exhibit B incorporates the conditions and requirements of the Porterville Police Department for the establishment of a beer garden and the sale and consumption of alcoholic beverages both within and outside of the designated area.

The request has been submitted in accordance with Community Civic Events Ordinance No. 1326, as amended, and has been reviewed by all required City departments. All applicable safety, security, and operational requirements have been incorporated into the event conditions and are outlined in the Application and Agreement, including Exhibit A, Exhibit B, Exhibit C, and the Outside Amplifier Permit.

The Porterville Fair remains a longstanding community tradition that brings residents and visitors together to enjoy community-oriented entertainment and activities.

RECOMMENDATION: That the City Council approve the Community Civic Event Application submitted by the Tulare County Junior Livestock Show and Community Fair for the "Porterville Fair" event from May 13 to May 17, 2026, subject to the restrictions and requirements contained in the Application and Agreement, Exhibit A, Exhibit B, Exhibit C, and the 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

# 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 X* No _____ If yes, please attach copy Not avail at time of app.

E-mail address: susie@portervillefair.com

Website: PortervilleFair.com

Application date: 3/9/2026 Event date: May 13-17, 2026

Event time: 5/13 & 5/14 5p-11p, 5/15 5p-12a 5/16 2p-12a, 5/17 2p-11p

Name of Event: Porterville Fair

Sponsoring organization: Porterville Fair Phone # (559) 781-6582

Address: 2700 W. Teapot Dome Ave., Porterville, CA 93257

Authorized representative: Susie Godfrey Phone # (559) 781-6582

Address: 2700 W. Teapot Dome Ave., Porterville, CA 93257

Event chairperson: John Arnold, Board President Phone # (559)719-0969

Location of event 2700 W. Teapot Dome Ave., Porterville, CA 93257

Location map must be attached

Description of event: Community Fair

Purpose of event: To provide a venue of community entertainment as well as a showplace for local businesses, civic groups and youth groups. To provide an avenue for local community groups to participate in community service and to do these things in a professional and businesslike manner.

Employer Identification Number: 94-2587533

(IRS Determination)

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

Barricades (quantity): (20) Street sweeping Yes _____ No X

Police protection Yes X No _____ Refuse pickup Yes X No _____

Other: _____

Parks facility application required: Yes _____ No X Attached _____

Assembly permit required: Yes _____ No X Attached _____

PURCHASING
MAR 2 5 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/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)*

SG 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.

MECCA Bar & Lounge - Eddie Patterson (559)544-7050 N/A 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.

SG 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.

SG 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.

SG 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.

| Porterville Fair | Susie Godfrey | 3/25/26 |
|---|---|---|
| (Name of Organization) | (Signature) | (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: Porterville Fair

Sponsoring organization: Porterville Fair

Location: 2700 W. Teapot Dome Ave., Porterville, CA Event date: May 13-17, 2026 Event time: 5/13 & 5/14 5p-11p, 5/15 5p-12a 5/16 2p-12a, 5/17 2p-11p

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

| Vendor name | Address/Telephone | Business License required? | Type of Activity |
|---|---|---|---|
| Deep Fried Barn | 7909 Walerga Rd, Ste 112-1117, Antelope, CA 95843 916.233.8419 | Yes | Food |
| Spohia's Sweet Treats | 7909 Walerga Rd, Ste 112-1117, Antelope, CA 95843 916.233.8419 | Yes | Food |
| Antojitos Raspados | 2134 Spinnaker St. Santa Ana, CA 92706 714.340.8495 | Yes | Food |
| Brian's Baked Potatoes | 9719 Brookpark Rd, Downey, CA 90240 323.823.7274 | Yes | Food |
| The Dog House | 7909 Walerga Rd, Ste 112-1117, Antelope, CA 95843 916.233.8419 | Yes | Food |
| CA Ice Cream Co. | 21478 Jahant Ct, Acampo, CA 95220 209.482.2409 | Yes | Food |
| CenCal Pizza Trolley | 1125 Monterey Ave, Apt 4, Morro Bay, CA 93442 805.440.0811 | Yes | Food |
| Kettle Korn | 1050 E Dominguez St, Ste O, Carson, CA 90745 310.707.8164 | Yes | Food |
| Slush Fun | 1050 E Dominguez St, Ste O, Carson, CA 90745 310.707.8164 | Yes | Food |
| Fresh Lemonade | PO Box 513, Coarsegold, CA 93614 559.641.7588 | Yes | Food |
| Noel's | 5837 E Brundage Lane, Bakersfield, CA 93307 661.979.6533 | Yes | Food |
| Preztel Bros | 15918 Mountain View Dr, Nevada City, CA 95959 760.421.9426 | Yes | Food |
| Rub N Smoke BBQ | 408 S Burnett Rd, Tipton, CA 93272 559.331.5292 | Yes | Food |
| Williams Concessions | 6351 Waterthrush Way, Las Vegas, NV 89103 702.353.4150 | Yes | Food |
| Young's Kona Ice | 31351 Fritz Dr, Exeter, CA 93221 559.331.3541 | Yes | Food |
| Young's Travelin' Tom's Coffee | 31351 Fritz Dr, Exeter, CA 93221 559.331.3541 | Yes | Food |

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

# CITY OF PORTERVILLE

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

Name of event: Porterville Fair #1. Vendors

Sponsoring organization: Porterville Fair

Location: Porterville Fairgrounds Event date: May 13 - 17, 2026 Event time: Hours Vary

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

| Vendor name | Address/Telephone | Business License required? | Type of Activity |
|---|---|---|---|
| Fun 4 A Day | 3623 N. Verbema Dr. Rialto, CA 92377 909-732-4873 | Yes | Bungee |
| Fun 4 A Day | 3623 N. Verbema Dr. Rialto, CA 92377 909-732-4873 | Yes | Rock Wall |
| Porterville Recorder | 113 E. Oak St Porterville, CA 93257 559-784-5000 | No | Informational |
| Livaj | 431 W. Wilson Ave. Ridgecrest, CA 93555 314-702-0504 | Yes | Jewerly, Crystals, Gemstones,Music Boxes, Dragons |
| Fazackerley Fudge & Candy | P.O. Box 1447 Purump, NV 89041 775-513-6388 | Yes | Fudge / Candy |
| Crafts By Yulyy | 1126 N. E St. Tulare, CA 93277 559-366-8059 | Yes | Tumblers, Toppers, Sweatshirts |
| Leaffilter Gutter Protection | 1595 Georgetown, OH 44236 800-726-7703 559-789-7696 | Yes | Gutter Protection Informational |
| Leons Airbrushing | 315 w. Lilac Ave. Reedley, CA 93654 559-393-2972 | Yes | Hats & T-Shirt Airbrushing |
| One Love Jamaica | P.O. Box 10992 Palm Desert, CA 92255 310-895-4831 | Yes | Handbags,Ethinic Clothing, Hats, Jewerly |
| Payton Photos | 9109 Hwy 14 South Yallville, ARK 72687 870-321-1693 | Yes | Photo Booths |
| S.E.T.C.O | 342 N. 2nd. St. Porterville, CA 93257 559-359-5776 | TBD | Republican Women Party |
| Portervlle Developmental Center | P.O. Box 2000 Porterville, CA 93258 559-782-2761 | TBD | Informational |
| Trendy_Bitz | 1815 Madalyn Ave. Tulare, CA 93214 661-448-5154 | Yes | Croc Charms |
| Tulare County Sheriff's Department | 833 S. Akers Visalia, CA 93277 559-267-6725 | Yes | Informational |
| Golden Home Alarm (ADT) | 4608 San Miguel Way Bakersfield, CA 93306 661-751-0361 | Yes | Alarm Systems, Doorbells, Cameras |
| Adriel Arts | 1358 Jensen Dr. Pittsburg, CA 94565 925-864-8413 | Yes | Sun Dresses, Backpacks, Jew |

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

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

# CITY OF PORTERVILLE

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

Name of event: Porterville Fair #2 Vendors

Sponsoring organization: Porterville Fair

Location: Porterville Fairgrounds Event date: May 13 - 17, 2026 Event time: Hours Vary

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

| Vendor name | Address/Telephone | Business License required? | Type of Activity |
|---|---|---|---|
| Fabulous Faces By Nalley | 921 Oxford Ct. Bakersfield, CA 93305 661-472-3371 | Yes | Face Painting |
| Santillan Boutique | 5534 E. Belmont Ave. Fresno, CA 93727 559-202-4007 | Yes | Kids Toys |
| Pride Sports Shop | 1126 N. E St. Tulare, CA 93274 559-358-1298 | Yes | New Ear Hats, Team Shirts, Team Flags, Spots Novelties |
| Unlimited Body Art | 5565 Peabody St. Long Beach, CA 90808 562-505-5743 | Yes | Henna Tatoos |
| T-Mobile | 1320 W. Herdon Ave. Fresno, CA 93711 559-871-2253 | TBD | T-Mobile Service, Devices, Accessories |
| Imperial Ambulance | 22 N. Cottage, Porterville, CA 93257 93257 784-8500 | TBD | Onsite Ambulance |
| Porteville PD | 350 No. D. St. Porterville, CA 93257 559-782-7400 | TBD | Onsite Police Service |
| Porterville Fire Dept. | 291 N. Main St. Portervill, CA 93257 559-782-7526 | TBD | Onsite Fire Truck |
| Luna Moon Jewelry | 25 Fairway Dr. Porterville, CA 93257 559-789-2458 | TBD | Rings, Earings,Bracelets,Charms,Purses, Car Defussers |
| Wolf Creek Consulting, Foozy's | 31002 B. 42nd Place Cave Creek, AZ 85331 408-250-6410 | Yes | Socks, Patterns consisting or Dogs, Cats, All Farm Animals, Birds, Music N |
| USACE Success Lake | P.O. Box 1072 Porterville, CA 93258 559-781-7234 | TBD | Informational (Water Safety) |
| Mecca | 170 N. Main St. Porterville, CA 93257 559-361-0417 | TBD | (Beer Garden) Beer, Wine |
| JB Marketing Group | 3129 S. Hacienda Blvd. #378 Hacienda Heights, CA 91745 626-378-6495 | Yes | NFL Sports Jerseys,Hats,Lanyards, Sports Cards, 3D Printed Dragon & Cre |
| Petite Jewel Box | 601 Palm Drive #108 Glendale, CA 91202 818-314-3378 | Yes | Vintage Hand Made Shirts, Hats, Visors, slings, Tactical Bags |
| Renewal By Andersen | 2883 E. Dorothy Ave. Fresno, CA 93706 509-308-5635 | Yes | Informational (Window Makeovers) |
| C&T's Custom Creations | 55 S. Armstrong Fresno, CA 93727 559-709-2555 | Yes | stickers, Toates, Suprise Boxe |

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

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

# CITY OF PORTERVILLE

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

Name of event: Porterville Fair #3 Vendors

Sponsoring organization: Porterville Fair

Location: Porterville Fairgrounds Event date: May 13 - 17, 2026 Event time: Hours Vary

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

| Vendor name | Address/Telephone | Business License required? | Type of Activity |
|---|---|---|---|
| Bowtiful Creations | 3825 S. Rova Ct. Visalia, CA 559-679-9166 | Yes | Hairbows, Hair Scrunchies, Keychains,Bags, Ice pads |
| Mi Amor Honey Farm | P.O. Box 1011 Porterville CA 93258 661-203-8333 | Yes | Raw Honey |
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*Municipal Code 15-20(E) Community Civic Events (16): *Business License Fees: Any individual, company, firm, concessionaire, fair operator, carnival operator, etc., who engages in, conducts, organizes, or promotes business for profit shall pay a business license fee of one dollar ($1.00) per day per amusement, entertainment, exhibit, ride or per booth, space, stall, stand or other unenclosed location used for the purpose of advertising, promoting, or sale of, or taking orders for, goods or services: except that no individual, company, firm concessionaire, fair operator, carnival operator, etc., who possesses a valid city business license shall be subject to separate licensing pursuant to this subsection E16.*

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

# CITY OF PORTERVILLE

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

Name of event: Porterville Fair

Sponsoring organization: Porterville Fair

Event date: May 13-17, 2026 Hours: 5/13 - 5/14 5P-11P, 5/15 5P-12A 5/16 2P-12A, 5/17 2P-11P

**ATTACH MAP MARKING AREAS TO BE CLOSED OR USED:**

Closed

| Street Name | From which Street | To which Street | Activity |
|---|---|---|---|
| NONE | | | |

| Sidewalks | From which sidewalk | To which sidewalk | Activity |
|---|---|---|---|
| NONE | | | |

| Parking lots and spaces | Location | Activity |
|---|---|---|
| NONE | | |

Requirements for Community Civic Event

Tulare County Junior Livestock Show and Community Fair

Porterville Fair

May 13-17, 2026

| | |
|---|---|
| Fire Marshal:<br>*C. Dignam* | Standard comments from Fire for access, ride inspections, fire extinguishers, tarps and canopies, cooking facilities, etc. Fire department inspection will be opening day beginning at 8:30 am. Please have carnival rode representative available. All food booths, trailers, and trucks need to be unlocked, accessible. Fair office shall have contact numbers available should there need to be corrections.<br>Please see Exhibit C. |
| Parks & Leisure Service Asst. Director:<br>*A. Graybehl* | No comments. |
| Police Lieutenant:<br>*M. Azevedo* | Please see Exhibit B. |
| Administrative Service Director:<br>*Y. Andrade* | A certificate of insurance as evidence of $3M in commercial general liability coverage from the fair, with the City of Porterville named as and additional insured; A certificate of insurance as evidence of $5M in commercial general liability coverage from the carnival ride vendor, with the City of Porterville named as an additional insured; and if alcohol will be sold, a certificate of insurance as evidence of $2M in commercial general liability/liquor liability coverage from the beer garden vendor with the City of Porterville named as an additional insured. All certificated must have the appropriate endorsement page. |
| Field Services Superintendent-Refuse:<br>*B. Spry* | We will work with the Fair Staff to get trash services set up. |
| Field Services Superintendent-Streets:<br>*J. Baeza* | Street department will deliver 20 barricades to the fairgrounds on May 12th. |

Requirements for Community Civic Event

| | |
|---|---|
| Sponsor: | Tulare County Junior Livestock Show and Community Fair |
| Event: | Porterville Fair |
| Event Chairman: | Susie Godfrey |
| Location: | 2700 W. Teapot Dome Ave |
| Date of Event: | May 13-17, 2026 |

RISK MANAGEMENT: Conditions of Approval

That Tulare County Junior Livestock Show and Community Fair provide a Certificate of Commercial General Liability Insurance Coverage evidencing coverage of not less than $3,000,000 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.

The carnival vendor provides a Certificate of Commercial General Liability Insurance Coverage evidencing coverage of not less than $5,000,000 per occurrence, and having the appropriate Endorsement form naming the City of Porterville as an additional insured.

B. 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.

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

# CITY OF PORTERVILLE
# Community Civic Event Application

## Porterville Fair- May 13-17, 2026

Proposed Conditions/Requirements

- A Beer Garden shall be established as the primary location for the sales and consumption of alcoholic beverages. A minimum of two (2) security guards shall be assigned to control the Beer Garden while it is in operation. No persons under the age of 21 shall be allowed to enter the Beer Garden, and no alcoholic beverages shall leave the Beer Garden except by patrons wearing authorized wristbands, or on carts authorized for the sales of alcoholic beverages in other designated areas of the fairgrounds.

- Patrons wishing to purchase and consume alcohol inside or outside the confines of the Beer Garden must have an authorized wristband clearly displayed on one wrist in order to purchase and consume alcoholic beverages.

- Alcoholic beverages may only be purchased, possessed or consumed in certain areas when outside the confines of the Beer Garden. At no time shall alcoholic beverages be possessed or consumed within the area designated as Kiddie Land or areas set aside for the entertainment of small children.

- Porterville Fair officials shall have been granted a temporary license to sell alcohol from the California Department of Alcoholic Beverage Control.

- Porterville Fair officials will meet with Porterville Police Department Lieutenant Ortiz (559-782-7400) to coordinate and schedule appropriate number of law enforcement officers to provide security, police the fairgrounds, and ensure safety during the fair event.

- An Outside Amplifier Permit has been approved and granted. However, event organizers shall not allow music to be played so loud as to unreasonably disturb the peace and good order of the neighborhoods or businesses surrounding the area.

- Amplified music shall not continue after 12:00 midnight.

- Porterville Fair officials shall reserve no less than two (2) parking spaces for on-duty police vehicles at the front (main) entrance to the fair and the same amount at the rear entrance to the fair. This will guarantee the officers working the event will have immediate access to their vehicles to acquire equipment or detain/transport prisoners, and shall not detract from the number of similar spaces needed for the staging of emergency equipment and crews inside the fairgrounds.

Mark Azevedo, Captain
Porterville Police Department

Exhibit B

PORTERVILLE FIRE DEPARTMENT

FIRE PREVENTION DIVISION

# OUTDOOR FOOD BOOTH REQUIREMENTS

*Authority cited: 2019 California Fire Code (CFC)*

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

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

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

Exceptions:

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

## Definitions

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

**Vendor Booth** – Any booth other than a cooking booth.

## Cooking Booth Construction and Location

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

## Cooking Equipment

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

**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.

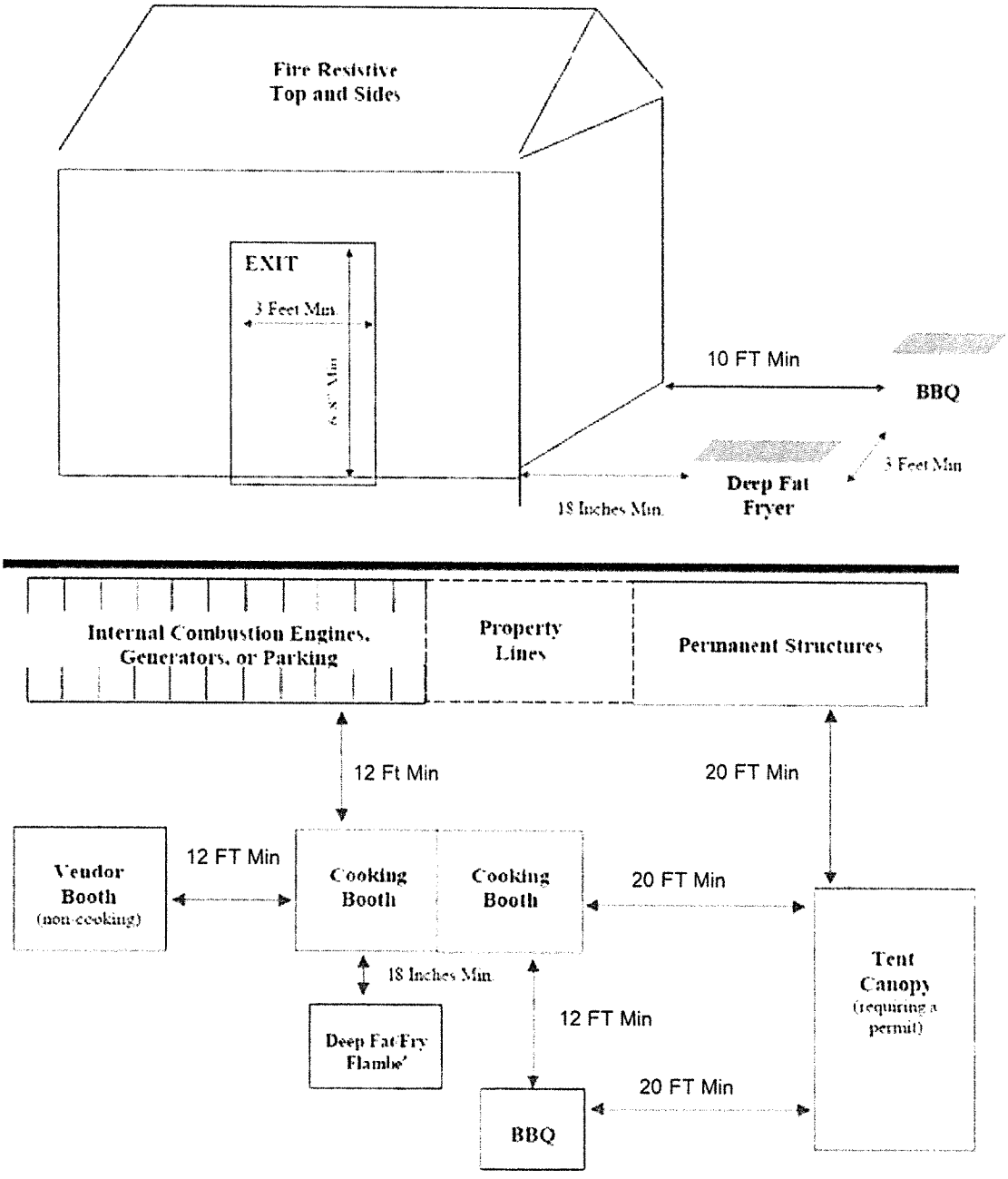
**Additional Requirements:**

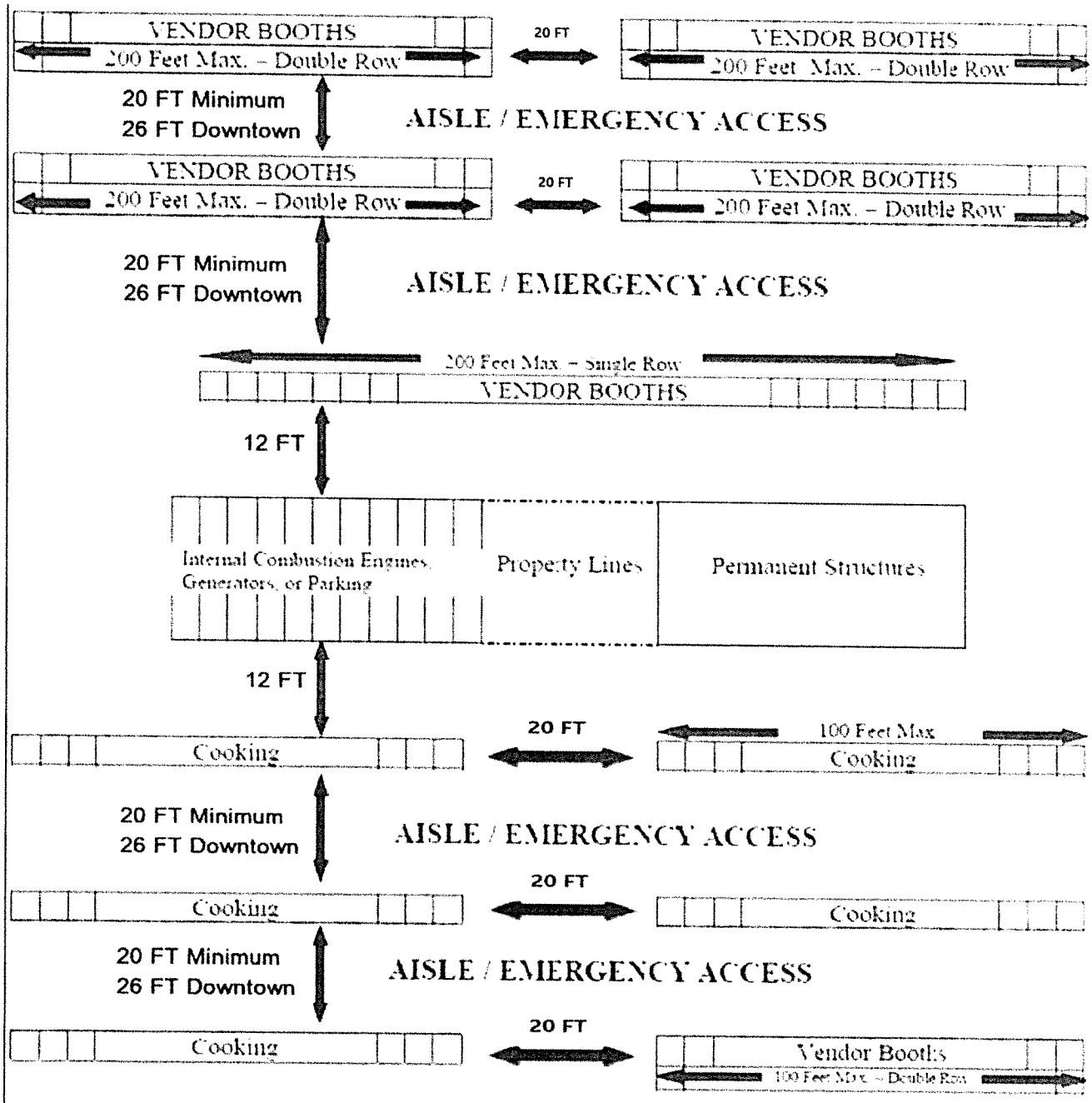
_____
_____
_____

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 Resistive
Top and Sides
EXIT
3 Feet Min
6'-8" Min
10 FT Min
BBQ
3 Feet Min
Deep Fat
Fryer
18 Inches Min.
Internal Combustion Engines,
Generators, or Parking
Property
Lines
Permanent Structures
12 Ft Min
20 FT Min
Vendor
Booth
(non-cooking)
12 FT Min
Cooking
Booth
Cooking
Booth
20 FT Min
Tent
Canopy
(requiring a
permit)
18 Inches Min.
Deep Fat Fry
Flambe'
12 FT Min
20 FT Min
BBQ




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

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

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

# CITY OF PORTERVILLE

## OUTSIDE AMPLIFIER PERMIT

(City Ordinances #18-9 & 18-14)

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

1 Name and home address of the applicant: Porterville Fair

2700 W. Teapot Dome Ave., Porterville, CA 93257

2 Address where amplification equipment is to be used: Same

3 Names and addresses of all persons who will use or operate the amplification equipment:
Butler Amusements PO Box 2210, Fairfield, CA 94583-0220 & Rio Productions 1129 Batavia St., Tulare, CA 93274

4 Type of event for which amplification equipment will be used:
Butler - Amusements - Rides & Rio Productions - Music on Rotary Stage Nightly

5 Dates and hours of operation of amplification equipment: May 13-17, 2026 - No later than 12 AM (midnight)

6 A general description of the sound amplifying equipment to be used: Microphones, Speakers, Sound Amplification Equipment

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.

Susie Goodfellow — *Signature of Applicant* — 3/25/2026 *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* — 03/27/26 *Date*


South County
Detention Center
Family Focus
erville Dog Park
Porterville
Sports Complex
Porterville
Municipal Airport
Porterville Air
Attack Base
Porterville Fair Grounds
Teapot Dome Ave.
Hwy.65

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 03/09/2026

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 | CONTACT NAME: EVENTS & ATTRACTIONS |
|---|---|
| K&K INSURANCE GROUP, INC.<br>P.O. BOX 2338<br>FORT WAYNE, IN 46801 | PHONE (A/C, No, Ext): 800-553-8368 FAX (A/C, No): 260-459-5624<br>E-MAIL ADDRESS: |

| INSURER(S) AFFORDING COVERAGE | | NAIC # |
|---|---|---|
| INSURER A: | MARKEL AMERICAN INSURANCE COMPANY | 28932 |
| INSURER B: | MARKEL INSURANCE COMPANY | 38970 |
| INSURER C: | | |
| INSURER D: | | |
| INSURER E: | | |
| INSURER F: | | |

INSURED
TULARE COUNTY JR LIVESTOCK SHOW & COMMUNITY FAIR
DBA : PORTERVILLE FAIR
2700 W TEAPOT DOME AVENUE
PORTERVILLE, CA 93257

**COVERAGES** **CERTIFICATE NUMBER:** C182042 **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 | |
|---|---|---|---|---|---|---|---|---|
| B | X COMMERCIAL GENERAL LIABILITY | Y | | MKP0000501107302 | 10/1/2025 12:01 AM | 10/1/2026 12:01 AM | EACH OCCURRENCE | $1,000,000 |
| | CLAIMS-MADE X OCCUR | | | | | | DAMAGE TO RENTED PREMISES (Ea Occurrence) | $300,000 |
| | X LIQUOR LIMITS - $1,000,000/$1,000,000 AGG | | | | | | MED EXP (Any one person) | EXCLUDED |
| | | | | | | | PERSONAL & ADV INJURY | $1,000,000 |
| | | | | | | | GENERAL AGGREGATE | $5,000,000 |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | PRODUCTS – COMP/OP AGG | $5,000,000 |
| | POLICY PROJECT LOC | | | | | | BODILY INJURY TO PARTICIPANTS | |
| | OTHER: | | | | | | PROFESSIONAL LIABILITY | |
| B | AUTOMOBILE LIABILITY | | | MKA0000501107502 | 10/1/2025 12:01 AM | 10/1/2026 12:01 AM | 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) | |
| A | UMBRELLA LIAB X OCCUR | | | MKX0000501107402 | 10/1/2025 12:01 AM | 10/1/2026 12:01 AM | EACH OCCURRENCE | $2,000,000 |
| | X EXCESS LIAB CLAIMS-MADE | | | | | | AGGREGATE | $2,000,000 |
| | DED RETENTION | | | | | | | |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/ EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N/A | | | | | PER STATUTE OTHER | |
| | | | | | | | E.L. EACH ACCIDENT | |
| | | | | | | | E.L. DISEASE – EA EMPLOYEE | |
| | | | | | | | E.L. DISEASE – POLICY LIMIT | |
| | PARTICIPANT ACCIDENT | | | | | | AD&D | |
| | | | | | | | Primary Medical | |
| | | | | | | | Excess Medical | |
| | | | | | | | Weekly Indemnity | |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
CERTIFICATE HOLDER IS ADDED AS ADDITIONAL INSURED, BUT ONLY FOR LIABILITY CAUSED, IN WHOLE OR IN PART, BY THE ACTS OR OMISSIONS OF THE NAMED INSURED.

**CERTIFICATE HOLDER**
CITY OF PORTERVILLE
291 N. MAIN STREET
PORTERVILLE, CA 93257

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

AUTHORIZED REPRESENTATIVE
Scott Burnett


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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

# ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

| **Name Of Additional Insured Person(s) Or Organization(s):** |
|---|
| SPONSORS; CO-PROMOTERS; MANAGERS OR LESSORS OF PREMISES; MORTGAGEES, ASSIGNEES OR RECEIVERS; INTERESTS FROM WHOM LAND HAS BEEN LEASED. WITH RESPECT TO AN ADDITIONAL INSURED OWNER AND/OR LESSOR OF PREMISES, THIS INSURANCE DOES NOT APPLY TO STRUCTURAL ALTERATIONS, NEW CONSTRUCTION OR DEMOLITION OPERATIONS PERFORMED BY OR FOR THAT PERSON(S) OR ORGANIZATION(S); ANY DESIGN DEFECT OR STRUCTURAL MAINTENANCE OF THE PREMISES; OR ANY PREMISES DEFECT. |
| 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.


© Insurance Services Office, Inc., 2012

BUTLAMU-01 MCHUA

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 4/24/2025

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 | CONTACT NAME: | |
|---|---|---|
| Johnson, Kendall & Johnson, Inc.<br>109 Pheasant Run<br>Newtown, PA 18940 | PHONE (A/C, No, Ext): (215) 968-4741 | FAX (A/C, No): (215) 968-0973 |
| | E-MAIL ADDRESS: info@jkj.com | |
| | INSURER(S) AFFORDING COVERAGE | NAIC # |
| | INSURER A : Accredited Surety and Casualty Company, Inc. | 26379 |
| INSURED<br>BUTLER AMUSEMENTS, INC.<br>8035 SW CIRRUS DRIVE #21E<br>Beaverton, OR 97008 | INSURER B : | |
| | INSURER C : | |
| | INSURER D : | |
| | INSURER E : | |
| | INSURER F : | |

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

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | X COMMERCIAL GENERAL LIABILITY | | | | | | | |
| | CLAIMS-MADE X OCCUR | | | 1-RSL-OR-17-01538942-00 | 5/1/2025 | 5/1/2026 | EACH OCCURRENCE | $ 2,000,000 |
| | | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ 2,000,000 |
| | | | | | | | MED EXP (Any one person) | $ |
| | | | | | | | PERSONAL & ADV INJURY | $ 2,000,000 |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | GENERAL AGGREGATE | $ 4,000,000 |
| | POLICY PRO-JECT X LOC | | | | | | PRODUCTS - COMP/OP AGG | $ 2,000,000 |
| | OTHER: | | | | | | POLICY AGGREGAT | $ 10,000,000 |
| A | AUTOMOBILE LIABILITY | | | | | | | |
| | X ANY AUTO | | | | | | COMBINED SINGLE LIMIT (Ea accident) | $ 1,000,000 |
| | OWNED AUTOS ONLY / SCHEDULED AUTOS | | | 1-RSL-OR-19-01538944-00 | 5/1/2025 | 5/1/2026 | BODILY INJURY (Per person) | $ |
| | X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY | | | | | | BODILY INJURY (Per accident) | $ |
| | | | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | | | | | | | | $ |
| | UMBRELLA LIAB OCCUR | | | | | | EACH OCCURRENCE | $ |
| | EXCESS LIAB CLAIMS-MADE | | | | | | AGGREGATE | $ |
| | DED RETENTION $ | | | | | | | $ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | | | | | | PER STATUTE / OTH-ER | |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) | 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)

City of Porterville is included as Additional Insureds as respects General Liability policy pursuant to and subject to the policy's terms, definitions, conditions and exclusions. The insurance provided in the General Liability policy is primary and any other insurance shall be excess only, and not contributing. Waiver of Subrogation applies to certificate holder, as respects General Liability, pursuant to and subject to the policy's terms, definitions, conditions and exclusions.

**CERTIFICATE HOLDER**

City of Porterville
Successor Agency to the Porterville Redevelopment Agency
291 N. Main St.
Porterville, CA 93257

**CANCELLATION**

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

AUTHORIZED REPRESENTATIVE



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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

# PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

**Primary And Noncontributory Insurance**

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

**(1)** The additional insured is a Named Insured under such other insurance; and

**(2)** You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.


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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

# BLANKET ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

1. **Additional Insured**

   Paragraph **2.** of **Section II – Who Is An Insured** is amended by the addition of the following:

   **e.** Any person or organization is included as an additional insured, but only to the extent such person or organization is held liable for "bodily injury", "property damage" or "personal and advertising injury" caused by your acts or omissions. With respect to the insurance afforded to such insured, all of the following additional provisions apply:

   **(1)** You and such person or organization have agreed in a written "insured contract" that such person or organization be added as an additional insured under this policy;

   **(2)** The "bodily injury", "property damage" or "personal and advertising injury" for which said person or organization is held liable occurs subsequent to the execution of such "insured contract";

   **(3)** The most we will pay is the lesser of either the Limits of Insurance shown in the Declarations or the Limits of Insurance required by the "insured contract";

   **(4)** Such person or organization is an insured only with respect to:

   **(a)** Their ownership, maintenance, or use of that part of the premises, or land, owned by, rented to, or leased to you, except such person or organization is not an insured with respect to structural alterations, new construction or demolition operations performed by or on behalf of such person or organization;

   **(b)** Your ongoing operations performed for that insured;

   **(c)** Their financial control of you, except such person or organization is not an insured with respect to structural alterations, new construction or demolition operations performed by or on behalf of such person or organization;

   **(d)** The maintenance, operation or use by you of equipment leased to you by such person or organization;

   **(e)** Operations performed by you or on your behalf and for which a state or political subdivision has issued a permit, provided such operations are not performed for such state or political subdivision, and are not included within the "products-completed operations hazard";

   **(5)** This insurance does not apply to "bodily injury", "property damage", "personal and advertising injury", "occurrence" or offense:

   **(a)** Which takes place at a particular premise after you cease to be a tenant of that premises;

   **(b)** Which takes place after all work, including materials, parts or equipment furnished in connection with such work to be performed by or on behalf of the additional insured at the site of the covered operations, has been completed;

   **(c)** Which takes place after that portion of "your work" out of which the injury or damage arises has been put to its intended use by any other person or organization other than another contractor or subcontractor engaged in performing operations for a principal as part of the same project;

   **(d)** Which takes place after the expiration of any equipment lease to which **(4)(d)** above applies;

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**(6)** With respect to architects, engineers or surveyors, coverage does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering or failure to render any professional services by or for you, including:

**(a)** The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, or drawings and specifications;

**(b)** Supervisory, inspection, architectural or engineering services.

However, if an Additional Insured endorsement is attached to this policy that specifically names a person or organization as an insured, then this subsection **2.e.** does not apply to such person or organization.

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ACORD

MECCPAR-01 MHERNANDEZ

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 3/30/2026

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

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

| | |
|---|---|
| PRODUCER License # 6011031<br>INSURICA<br>PO Box 1960<br>Porterville, CA 93258 | CONTACT NAME: Mayra Hernandez<br>PHONE (A/C, No, Ext): (559) 784-5113 FAX (A/C, No):<br>E-MAIL ADDRESS: Mayra.Hernandez@INSURICA.com |
| | INSURER(S) AFFORDING COVERAGE — NAIC # |
| | INSURER A : United States Liability Insurance Company — 25895 |
| INSURED<br>Mecca Partners Corporation DBA: Mecca<br>33597 C Globe Dr.<br>Springville, CA 93265 | INSURER B :<br>INSURER C :<br>INSURER D :<br>INSURER E :<br>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 | X COMMERCIAL GENERAL LIABILITY | | | | | | | |
| | CLAIMS-MADE X OCCUR | X | | SE 1185756 | 5/12/2026 | 5/19/2026 | EACH OCCURRENCE | $ 3,000,000 |
| | | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ 100,000 |
| | | | | | | | MED EXP (Any one person) | $ 1,000 |
| | | | | | | | PERSONAL & ADV INJURY | $ 100,000 |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | GENERAL AGGREGATE | $ 3,000,000 |
| | POLICY PRO-JECT LOC | | | | | | PRODUCTS - COMP/OP AGG | $ 3,000,000 |
| | OTHER: | | | | | | | $ |
| | 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 OCCUR | | | | | | EACH OCCURRENCE | $ |
| | EXCESS LIAB CLAIMS-MADE | | | | | | AGGREGATE | $ |
| | DED RETENTION $ | | | | | | | $ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | | | | | | PER STATUTE / OTH-ER | |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) | N / A | | | | | E.L. EACH ACCIDENT | $ |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | E.L. DISEASE - EA EMPLOYEE | $ |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | $ |
| A | Liquor Liability | | | SE 1185756 | 5/12/2026 | 5/19/2026 | Each Common Cause | 1,000,000 |
| A | Liquor Liability | | | SE 1185756 | 5/12/2026 | 5/19/2026 | Aggregate Limit | 3,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
City of Porterville is an additional insured with respect to general liability if required or agreed to in a written contract subject to all the provisions and limitations of the policy. Per attached form CG2026 04/13.

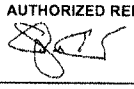
**CERTIFICATE HOLDER**

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

**CANCELLATION**

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

AUTHORIZED REPRESENTATIVE





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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

# ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

**Name of Additional Insured Person(s) Or Organization(s):**

Effective Date: 05/12/2026 12:01 AM
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.


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This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE FORM**
**LIQUOR LIABILITY COVERAGE FORM**

# SPECIAL EVENTS
# BLANKET ADDITIONAL INSURED ENDORSEMENT

**Section II – Who Is An Insured** of the **Commercial General Liability Coverage Form** is amended to include as an insured any person(s) or organization(s) who you are required to add as an additional insured to this policy under written contract(s), written permit(s) or written agreement(s). Such person(s) or organization(s) is an insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" occurring after the effective date of such written contract(s), written permit(s) or written agreement(s) that is caused, in whole or in part by:

1. Your negligent acts or omissions; or
2. The negligent acts or omissions of those acting on your behalf in the performance of your duties under such written contract(s), written permit(s) or written agreement(s)

**Exclusions** under **Coverage A, Bodily Injury and Property Damage Liability, Coverage B. Personal and Advertising Injury Liability; and Coverage C. Medical Payments** are amended to add the following:
We will not pay for loss or expense, including but not limited to the cost of defense for "bodily injury", "property damage" or "personal and advertising injury" occurring:

**(1)** After all of "your work", including labor, materials, parts or equipment furnished in connection with "your work" and performed under the above referenced written contract(s), written permit(s) or written agreement(s) has ended; or

**(2)** When that portion of "your work" out of which the "bodily injury", "property damage" or "personal and advertising injury" arises and performed under the above referenced written contract(s), written permit(s) or written agreement(s) has been put to its intended use by any person(s) or organization(s);

whichever occurs first.

Coverage is not provided for "bodily injury", "property damage" or "personal and advertising injury" arising out of or resulting from the sole negligence of an additional insured under this endorsement.

Coverage provided by this endorsement will be excess over any insurance available to any additional insured under this endorsement unless a written contract(s), written permit(s) or written agreement(s) specifically requires that coverage under this endorsement is primary.

**Section II – Who Is an Insured** of the **Liquor Liability Coverage form** is amended to include as an insured any person(s) or organization(s) who you are required to add as an additional insured to this policy under written contract(s), written permit(s) or written agreement(s). Such person(s) or organization(s) is an insured only with respect to their alleged liability for "injury"

occurring on or after the effective date of such written contract(s), written permit(s) or written agreement(s) that is caused in whole or in part by:

1. Your negligent acts or omissions; or
2. The negligent acts or omissions of those acting on your behalf in the performance of your duties under such written contract(s), written permit(s) or written agreement(s)

but only if such alleged liability results directly from the selling, serving or furnishing of any alcoholic beverage at the Special Event shown on the Declaration page.

Coverage is not provided for "injury" arising out of or resulting from the sole negligence of an additional insured under this endorsement.

Coverage provided by this endorsement will be excess over any insurance available to any additional insured under this endorsement unless a written contract(s), written permit(s) or written agreement(s) specifically requires that coverage under this endorsement is primary.

All other terms and conditions of this policy remain unchanged and shall apply to the coverage provided by this endorsement. This endorsement is a part of your policy and takes effect on the effective date of your policy unless another effective date is shown.

SUBJECT: Consideration of Proposed Enhancements to the 45th Annual Flag Day Ceremony

SOURCE: City Manager's Office

COMMENT: The Mayor has requested that the City Council consider placing an item on the May 5, 2026 City Council agenda to enhance the 45th Annual Flag Day Ceremony by incorporating additional community activities in recognition of America's 250th anniversary and the City of Porterville's 100th anniversary.

In accordance with City Council procedures, items requested by the Mayor or a City Council Member are first placed on the Consent Calendar for approval to be scheduled for a future City Council meeting. If approved, the item will be placed on a subsequent agenda under Scheduled Matters for formal discussion and consideration.

The City of Porterville will host its 45th Annual Flag Day Ceremony on June 14, 2026, a longstanding community tradition that honors the significance of the American flag and promotes civic pride.

The annual recognition of Flag Day in Porterville has historically included a ceremonial lowering of the previous year's American flag and the raising of a new flag on the large flagpole located at Grocery Outlet, with the assistance of the Porterville Fire Department. The event has been supported by local organizations including the Elks Lodge, Porterville Exchange Club, SETCO, and American Legion Post 20. Past ceremonies have featured patriotic elements such as the posting of the colors, national anthem, City proclamation, guest speakers, a presentation on the history of the American flag, a rifle salute, and the playing of taps.

To commemorate these significant milestones and expand community engagement, the Mayor has proposed enhancements that may include additional evening activities following the traditional ceremony.

Preliminary concepts for the proposed enhancements include:

- Renting the Porterville Veterans Memorial Building to host a

community-wide viewing of the UFC Freedom 250 event; and
- Concluding the evening with a fireworks show at the end of the event.

The estimated cost for the proposed enhancements, including facility rental and the fireworks display, is approximately $15,000. A potential funding source for these enhancements is the City Council's Special Purpose discretionary funds.

RECOMMENDATION: That the City Council:
1. Approve placement of the proposed enhancements to the 45th Annual Flag Day Ceremony on the May 5, 2026 City Council agenda under Scheduled Matters; and
2. Provide any direction, if desired.

ATTACHMENTS:

Appropriated/Funded:

Review By:

Department Director:
Donnie Moore, Deputy City Manager

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

SUBJECT: Authorization to Schedule a Public Hearing for the AB 2561 Vacancy Report

SOURCE: Administrative Services

COMMENT: California State Assembly Bill (AB) 2561, effective January 1, 2025, establishes new requirements for public agencies to report on job vacancies and recruitment and retention efforts. The law requires agencies to present this information at a public hearing before the governing body at least once per fiscal year and prior to the adoption of the final budget.

In addition, if job vacancies within a single bargaining unit meet or exceed 20% of the total authorized full-time positions, the City must, upon request of the recognized employee organization, provide additional specified information during the public hearing.

Currently, no bargaining unit meets or exceeds the 20% vacancy threshold. A comprehensive vacancy report will be presented at the scheduled public hearing.

Scheduling this public hearing ensures compliance with State law and promotes transparency regarding workforce conditions and service delivery capacity.

RECOMMENDATION: That the City Council authorize staff to schedule a Public Hearing on May 5, 2026, to review the vacancy report and receive public comment in compliance with AB 2561.

ATTACHMENTS: 1. Bill Text - AB-2561 Local public employees-vacant positions

Appropriated/Funded:

Review By:

Department Director:
Yuliana Andrade, Administrative Services Director

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

# AB-2561 Local public employees: vacant positions. (2023-2024)

SHARE THIS:

Date Published: 09/23/2024 09:00 PM

## Assembly Bill No. 2561

## CHAPTER 409

An act to add Section 3502.3 to the Government Code, relating to public employment.

[ Approved by Governor September 22, 2024. Filed with Secretary of State September 22, 2024. ]

## LEGISLATIVE COUNSEL'S DIGEST

AB 2561, McKinnor. Local public employees: vacant positions.

Existing law, the Meyers-Milias-Brown Act (act), authorizes local public employees, as defined, to form, join, and participate in the activities of employee organizations of their own choosing for the purpose of representation on matters of labor relations. The act requires the governing body of a public agency to meet and confer in good faith regarding wages, hours, and other terms and conditions of employment with representatives of recognized employee organizations and to consider fully presentations that are made by the employee organization on behalf of its members before arriving at a determination of policy or course of action.

This bill would, as specified, require a public agency to present the status of vacancies and recruitment and retention efforts at a public hearing at least once per fiscal year, and would entitle the recognized employee organization to present at the hearing. If the number of job vacancies within a single bargaining unit meets or exceeds 20% of the total number of authorized full-time positions, the bill would require the public agency, upon request of the recognized employee organization, to include specified information during the public hearing. By imposing new duties on local public agencies, the bill would impose a state-mandated local program. The bill would also include related legislative findings.

The California Constitution requires local agencies, for the purpose of ensuring public access to the meetings of public bodies and the writings of public officials and agencies, to comply with a statutory enactment that amends or enacts laws relating to public records or open meetings and contains findings demonstrating that the enactment furthers the constitutional requirements relating to this purpose.

This bill would make legislative findings to that effect.

The California Constitution requires the state to reimburse local agencies and school districts for certain costs mandated by the state. Statutory provisions establish procedures for making that reimbursement.

This bill would provide that no reimbursement shall be made pursuant to these statutory provisions for costs mandated by the state pursuant to this act, but would recognize that a local agency or school district may pursue any available remedies to seek reimbursement for these costs.

Vote: majority Appropriation: no Fiscal Committee: yes Local Program: yes

THE PEOPLE OF THE STATE OF CALIFORNIA DO ENACT AS FOLLOWS:

**SECTION 1.** The Legislature finds and declares as follows:

(a) Job vacancies in local government are a widespread and significant problem for the public sector affecting occupations across wage levels and educational requirements.

(b) High job vacancies impact public service delivery and the workers who are forced to handle heavier workloads, with understaffing leading to burnout and increased turnover that further exacerbate staffing challenges.

(c) There is a statewide interest in ensuring that public agency operations are appropriately staffed and that high vacancy rates do not undermine public employee labor relations.

**SEC. 2.** Section 3502.3 is added to the Government Code, to read:

**3502.3.** (a) (1) A public agency shall present the status of vacancies and recruitment and retention efforts during a public hearing before the governing board at least once per fiscal year.

(2) If the governing board will be adopting an annual or multiyear budget during the fiscal year, the presentation shall be made prior to the adoption of the final budget.

(3) During the hearing, the public agency shall identify any necessary changes to policies, procedures, and recruitment activities that may lead to obstacles in the hiring process.

(b) The recognized employee organization for a bargaining unit shall be entitled to make a presentation at the public hearing at which the public agency presents the status of vacancies and recruitment and retention efforts for positions within that bargaining unit.

(c) If the number of job vacancies within a single bargaining unit meets or exceeds 20 percent of the total number of authorized full-time positions, the public agency shall, upon request of the recognized employee organization, include all of the following information during the public hearing:

(1) The total number of job vacancies within the bargaining unit.

(2) The total number of applicants for vacant positions within the bargaining unit.

(3) The average number of days to complete the hiring process from when a position is posted.

(4) Opportunities to improve compensation and other working conditions.

(d) This section shall not prevent the governing board from holding additional public hearings about vacancies.

(e) The provisions of this section are severable. If any provision of this section or its application is held invalid, the invalidity shall not affect other provisions or applications that can be given effect without the invalid provision or application.

(f) For purposes of this section, "recognized employee organization" has the same meaning as defined in subdivision (a) of Section 3501.

**SEC. 3.** The Legislature finds and declares that Section 2 of this act, which adds Section 3502.3 to the Government Code, furthers, within the meaning of paragraph (7) of subdivision (b) of Section 3 of Article I of the California Constitution, the purposes of that constitutional section as it relates to the right of public access to the meetings of local public bodies or the writings of local public officials and local agencies. Pursuant to paragraph (7) of subdivision (b) of Section 3 of Article I of the California Constitution, the Legislature makes the following findings:

It is in the public interest, and it furthers the purposes of paragraph (7) of subdivision (b) of Section (3) of Article I of the California Constitution, to ensure that information concerning public agency employment is available to the public.

**SEC. 4.** No reimbursement shall be made pursuant to Part 7 (commencing with Section 17500) of Division 4 of Title 2 of the Government Code for costs mandated by the state pursuant to this act. It is recognized, however, that a local agency or school district may pursue any remedies to obtain reimbursement available to it under Part 7 (commencing with Section 17500) and any other law.

SUBJECT: Approval of the 2026/2027 Community Development Block Grant (CDBG) Action Plan

SOURCE: Community Development

COMMENT: The U.S. Department of Housing and Urban Development (HUD) requires all Community Development Block Grant (CDBG) entitlement jurisdictions to prepare and submit an Annual Action Plan identifying the proposed use of federal funds.

The City of Porterville's 2025–2029 Consolidated Plan was previously adopted by the City Council and approved by HUD. The proposed 2026/2027 Action Plan represents the second-year implementation of that plan and must be submitted to HUD at least forty-five (45) days prior to the start of the program year.

The Action Plan outlines how the City will invest $655,251 in CDBG entitlement funds, along with program income, during Fiscal Year 2026/2027 (July 1, 2026 through June 30, 2027) to address priority needs of low- and moderate-income residents.

The proposed programs focus on expanding and preserving affordable housing, supporting homelessness services, improving public facilities and infrastructure, and enhancing economic development opportunities.

The proposed funding allocations are as follows:

| | |
|---|---|
| Administration | $131,050.20 |
| Navigation Center Operations | $52,000.00 |
| CCFC – Homeless Outreach Program (HOP) | $4,000.00 |
| Case Management for Permanent Supportive Housing (FSTC) | $15,000.00 |
| LINC Services (KTHA) | $5,000.00 |
| First-Time Low-Income Homebuyer Program | $85,000.00 |
| Homebuyer Education | $2,000.00 |
| Owner-Occupied Housing Rehabilitation | $15,000.00 |
| Parks Improvement Program | $311,200.80 |

| | |
|---|---|
| Business Assistance | $15,000.00 |
| Fair Housing Program | $20,000.00 |
| **Total Funding** | **$655,251.00** |

These allocations reflect a balanced investment strategy aligned with community needs identified through outreach efforts and federal program objectives.

The City conducted a comprehensive citizen participation process, including a community meeting, a public hearing before the CDBG Citizens' Advisory and Housing Opportunity Committee, and a 30-day public review and comment period. The public review period concluded prior to this hearing, and no public comments were received as of the preparation of this report.

Funding for the proposed activities is fully supported by federal CDBG entitlement funds and program income; no General Fund contribution is required.

RECOMMENDATION: That the City Council:
1. Conduct a Public Hearing to receive public testimony regarding the 2026/2027 Community Development Block Grant (CDBG) Action Plan;
2. Adopt the resolution approving the 2026/2027 Community Development Block Grant (CDBG) Action Plan; and
3. Authorize the City Manager to submit the Action Plan to the U.S. Department of Housing and Urban Development (HUD), subject to final approval by the City Attorney.

ATTACHMENTS:
1. 2026-2027 CDBG Action Plan Draft Resolution
2. 2026-2027 CDBG Draft Action Plan

Appropriated/Funded:

Review By:

Department Director:
Claudia Calderon, Community Development Director

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

**RESOLUTION NO. ___-2026**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE APPROVING THE 2026/2027 ACTION PLAN AND PROPOSED USE OF COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS**

**BE IT HEREBY RESOLVED** that the City Council of the City of Porterville does hereby approve the 2026/2027 Action Plan, attached as Exhibit A, and proposed use of Community Development Block Grant Funds with a 2026 Program Year Entitlement Allocation as follows:

| | |
|---|---|
| Administration | $131,050.20 |
| Navigation Center Operations | $52,000.00 |
| CCFC – HOP Outreach | $4,000.00 |
| Case Management for PSH-FSTC | $15,000.00 |
| LINC Services-KTHA | $5,000.00 |
| First-Time Low-Income Homebuyer | $85,000.00 |
| Homebuyer Education | $2,000.00 |
| Owner-Occupied Housing Rehab | $15,000.00 |
| Parks Improvement Program | $311,200.80 |
| Business Assistance | $15,000.00 |
| Fair Housing Program | $20,000.00 |
| Total Funding | $655,251.00 |

**PASSED**, **APPROVED AND ADOPTED** this 21st day of April, 2026.

_____
Greg Meister, Mayor

ATTEST:
Richard Tree, City Clerk

BY _____
Fernando Gabriel-Moraga,
Chief Deputy City Clerk

EXHIBIT A

2026/2027 CDBG ACTION PLAN
(Provided as separate attachment to staff report)

# CITY OF PORTERVILLE

## COMMUNITY DEVELOPMENT BLOCK GRANT
## 2026-2027 ANNUAL ACTION PLAN

## ENTITLEMENT APPLICATION

DRAFT

MAY 2026

# Executive Summary

## AP-05 Executive Summary - 24 CFR 91.200(c), 91.220(b)

### 1. Introduction

As an entitlement jurisdiction, HUD requires that the City prepare an annual Action Plan (AP) to report on the distribution of federal funding and a Consolidated Annual Performance Consolidated Plan Evaluation Report (CAPER) to identify the City's progress in meeting the goals discussed in the Consolidated Plan's Strategic Plan and Action Plan. This Annual Action Plan covers the fiscal year July 1, 2026 through June 30, 2027.

Five Year Goals: The 2025-2029 Consolidated Plan goals below represent high priority needs for the City and serve as the basis for the strategic actions the City will use to meet these needs. The goals, listed in no particular order, are:

- Assist in the creation and preservation of affordable housing opportunities
- Support activities to prevent and end homelessness
- Support activities that strengthen neighborhoods
- Expand economic development and employment opportunity programs

### 2. Summarize the objectives and outcomes identified in the Plan

*This could be a restatement of items or a table listed elsewhere in the plan or a reference to another location. It may also contain any essential items from the housing and homeless needs assessment, the housing market analysis or the strategic plan.*

The Action Plan incorporates outcome measures identified in the Consolidated Plan. Activities are selected in accordance with the Federal Register Notice dated March 7, 2006, which require the following Performance Measure Objectives/Outcomes to be associated with each activity funded (Table AP-05_2 reflects the goals Name and Description):

<u>General Objective Categories: Activities will meet one of the following:</u>
Decent Housing (DH)
A Suitable Living Environment (SL)
Economic Opportunity (EO)

<u>Outcome Categories: Activities will meet one of the following:</u>
Availability/Accessibility
Affordability
Sustainability

| | | |
|---|---|---|
| 1 | **Goal Name** | Planning and Administration |
| | **Goal Description** | General Administrative funds will pay reasonable program administrative costs and carrying charges related to the planning and execution of community development activities. Administering federal funds and ensuring compliance are critical for utilizing Federal resources. Porterville is committed to using CDBG entitlement funding for administration to help operate an efficient, effective, and resourceful community development program.<br>Porterville may have administration projects that include, but are not limited to:<br>• General management, oversight, and coordination<br>• Providing local officials and citizens with information about the CDBG program<br>• Preparing budgets and schedules<br>• Preparing reports and other HUD-required documents<br>• Program planning<br>• Public Information<br>• Monitoring program activities<br>• Fair Housing activities |
| 2 | **Goal Name** | Public Services |
| | **Goal Description** | Public services are an integral part of a comprehensive community development strategy. Public Service activities provide a wide range of activities that address needs in the community provided for the target population. Public services can strengthen communities by addressing the needs of specific populations. They can address a range of individual needs and increase the impact of CDBG dollars by complementing other activities.<br>The City of Porterville may allocate up to 15% of CDBG funds to public services programs that provide supportive services to low- to moderate-income persons or prevent homelessness. In general, these services are provided by local non-profit partners. This funding is capped at 15% of the CDBG entitlement plus program income.<br>Porterville's goal to improve and provide public services may include but is not limited to:<br>• Employment services<br>• Child care<br>• Health services<br>• Substance use services<br>• Fair housing counseling<br>• Education programs<br>• Energy conservation<br>• Services for homeless persons<br>• Services for seniors |

| | | |
|---|---|---|
| 3 | **Goal Name** | Housing |
| | **Goal Description** | The City prioritized goals and objectives for using CDBG funding to strategically and effectively benefit low- and moderate-income residents by increasing access to decent housing and creating a suitable living environment while expanding economic opportunities for LMI persons. Porterville is committed to improving and expanding access to safe and affordable housing for low- and moderate-income (LMI) residents. Affordable and safe housing helps to provide financial stability, reduces the chances of a person becoming homeless, and promotes housing sustainability.<br>Porterville's projects to improve housing sustainability may include, but are not limited to:<br>• Homeownership Assistance<br>• Rehabilitation (single-unit residential and/or multi-family residential)<br>• Energy efficiency improvements<br>• The administrative cost for rehabilitation activities<br>• Lead-based paint testing/abatement<br>• Housing Counseling and/or classes |
| 4 | **Goal Name** | Public Facilities and Infrastructure Improvements |
| | **Goal Description** | Public Infrastructure Improvements will focus on safe and accessible infrastructure essential to the quality of life and building communities that support community diversity and stability. Public infrastructure improvements will generally include the acquisition, construction, reconstruction, and installation of public infrastructure.<br>Porterville's goal to improve and expand public infrastructure may include, but is not limited to:<br>• Park Improvements<br>• ADA Improvements<br>• Sidewalks<br>Public Facilities and Improvements are publicly-owned facilities and infrastructure such as playgrounds, underground utilities, and buildings owned by nonprofits open to the general public. Safe and accessible infrastructure is essential to the quality of life and building communities that support community diversity and stability. Public facilities and public improvements are generally interpreted to include all facilities and improvements that are publicly owned or owned by a nonprofit and open to the general public. Acquisition, construction, reconstruction, rehabilitation, and installation of public facilities and improvements are eligible activities.<br>Porterville's goal to improve and expand public facilities may include, but is not limited to:<br>• Youth Facilities<br>• Homeless and Domestic Violence Facilities<br>• Neighborhood Facilities<br>• Health Facilities |

| | | |
|---|---|---|
| 5 | **Goal Name** | Economic Development Business Assistance |
| | **Goal Description** | The City of Porterville is committed to assisting microenterprises and small businesses succeed. Porterville will assist qualifying microenterprise businesses and provide loans for job creation/retention for primarily small qualifying companies.<br>The ability to build strong communities through business assistance remains a priority. By assisting eligible microenterprises and businesses the City of Porterville will help owners and workers build a more sustainable and self-sufficient future.<br>Underwriting all loans for job creation/retention will help ensure a sustainable program into the future. |

## 3. Evaluation of past performance

*This is an evaluation of past performance that helped lead the grantee to choose its goals or projects.*

The City is responsible for ensuring compliance with all rules and regulations associated with the CDBG entitlement grant programs. The City's Annual Action Plans and CAPERs have provided many details about the goals, projects, and programs completed by the City over the past 44 years. The City recognizes that the evaluation of past performance is critical to ensure the City and its sub-recipients are implementing activities effectively and that those activities align with the City's overall strategies and goals. The production of programs and systems are evaluated annually. Goals for future projects are set by the evaluation and the success of existing programs as well as the evaluation of the needs that exist in the community. As funding becomes available, the City will look for ways to improve living conditions, eliminate slum and blight, and improve public facilities.

## 4. Summary of Citizen Participation Process and consultation process

*Summary from citizen participation section of plan.*

To maximize participation in the preparation of the 2026/2027 Action Plan, the City held a community meeting on November 1, 2025, designed and administered a community needs survey, held a first public hearing on February 24, 2026, held a second public hearing on April 21, 2026, and conducted outreach by email, social media, partner meetings and committee meetings. The purpose was to inform and seek input on the City's housing and community development needs and proposed use of funds to achieve objectives, priorities, and actions for addressing those needs during FY 2026/2027. Views obtained during these meetings were considered for the final Action Plan.

## 5. Summary of public comments

*This could be a brief narrative summary or reference an attached document from the Citizen Participation section of the Con Plan.*

**<u>Community Meeting November 1, 2025</u>**

Community feedback received during the community meeting and surveys prior to the first public hearing, was for continued support of existing programs and prioritization of funding for homelessness, affordable housing, strengthening neighborhoods and business assistance

respectively. No public comments were made; however public support of existing programs was exhibited through an exercise where attendees were able to indicate where they think the City should prioritize its 26/27 CDBG funds.

**CDBG Advisory and Housing Committee Meeting and Public Hearing February 24, 2026**
Surveys responses received prior to the first public hearing favored continued support of existing programs, and identified a community need for programs in the categories of homelessness prevention, affordable housing, and strengthening neighborhoods.

The committee evaluated the proposed budget and use of funds at the meeting and made its final determinations for funding found in this document to be presented to the City Council at the second public hearing on April 21, 2026.

**30-Day Public Review & Comment Period**
(To be updated at end of comment period)

**Public Hearing April 21, 2026**
(To be updated at end of comment period)

**Community Outreach**
Notices regarding the community survey, comment period and meetings were displayed in the City Hall lobby via an electronic monitor. Additionally, information and invitations to participate in the Action Plan were made on various City social media accounts and at virtual and in person meetings held by partner agencies.

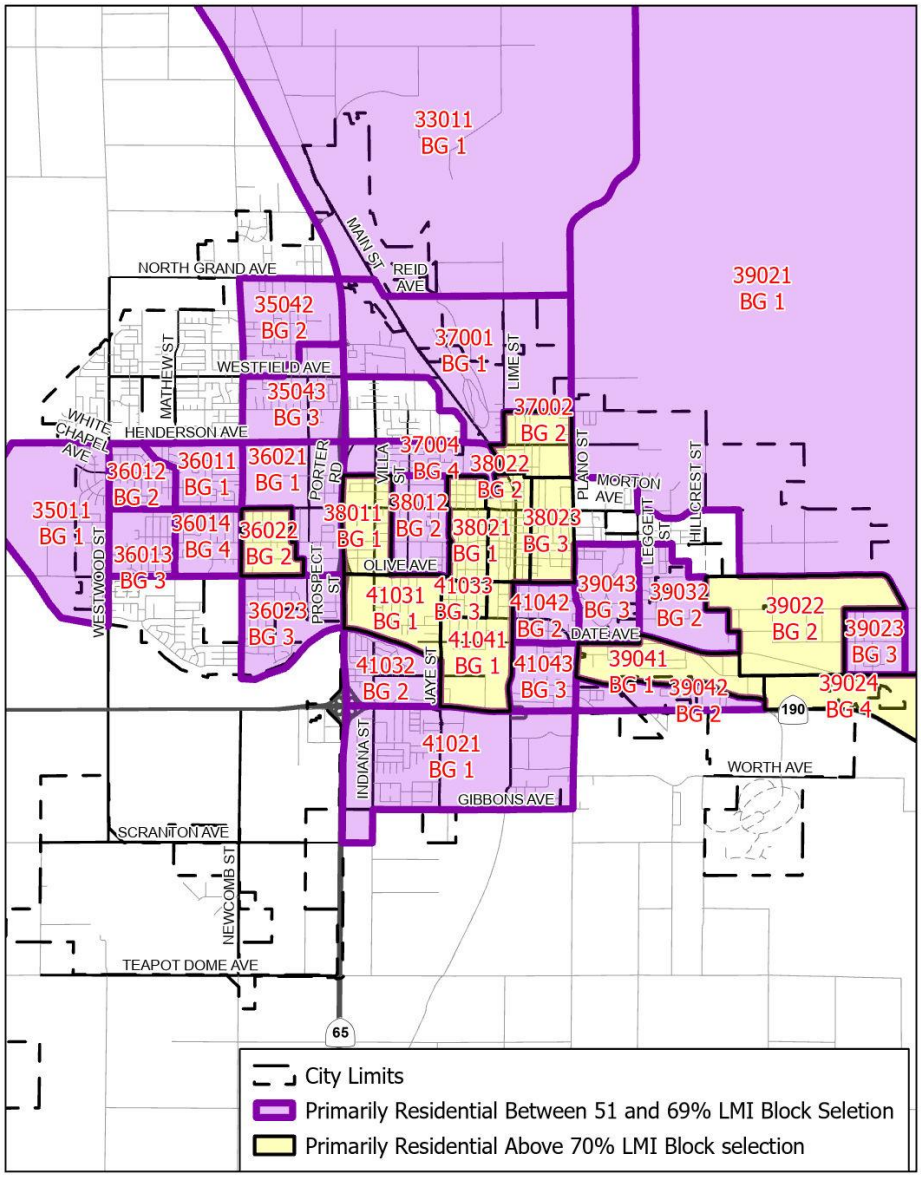
Social media posts reached 30,870 people, while 753 were reached via email and 827 contacts via the City's E-Newsletter.

**Survey Results**
A Community Survey was distributed electronically at virtual meetings and in person meetings and outreach events referenced in the community outreach section above, via the survey link and publicized on social media. Paper copies were available at the public counter of City Hall, at community and partner meetings and events. Total number of surveys received was 216. A summary of those responses will be included in Appendix 1 before submission to HUD.

**6. Summary of comments or views not accepted and the reasons for not accepting them**
There were no comments rejected.

**7. Summary**
The 2026/27 Action plan follows the established 2025-2029 Goals, and takes into account new comments from the Community Development Block Grant Advisory and Housing Opportunity Committee recommendation to City Council as well as any other public comments received during the development of the plan.

Eligible CDBG Block Groups




Date Printed: 10/29/2025 by the Community Development Department

Attachment 1

## PR-05 Lead & Responsible Agencies – 91.200(b)

### 1. Agency/entity responsible for preparing/administering the Consolidated Plan

Describe the agency/entity responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source.

| Agency Role | Name | Department/Agency |
|---|---|---|
| Lead Agency | PORTERVILLE | Community Development Department |
| CDBG Administrator | PORTERVILLE | Community Development Department |

**Table 1 – Responsible Agencies**

**Narrative (optional)**

The City of Porterville (City) is the Lead Agency for the United States Department of Housing and Urban Development (HUD) entitlement programs. The City's Department of Community Development is responsible for administering the funds it receives under the Community Development Block Grant (CDBG).

**Consolidated Plan Public Contact Information**

Community Development Department
Claudia Calderon
Community Development Director
291 N. Main Street
Porterville, CA 93257
(559) 782-7460

## AP-10 Consultation – 91.100, 91.200(b), 91.215(l)

### 1. Introduction

The City conducted a thorough outreach effort, consulting with stakeholders of the City to assess needs, set goals and strategize for implementing the Action Plan. It focused on engaging community residents, beneficiaries of entitlement funds, and stakeholders of the City. The City held a community meeting on November 1, 2025, to introduce the annual Action Plan Planning process to members of the public and gather information regarding the community's top priorities. The City of Porterville Community Development Block Grant (CDBG) Citizens' Advisory and Housing Opportunity Committee held a public hearing on February 24, 2026, to obtain the views of citizens, public agencies, and other interested parties on the City's housing and community development needs and proposed use of funds to achieve objectives, priorities and actions for addressing those needs during Fiscal Year 2026/27. The City also conducted a Community Survey to gather input from community residents and stakeholders of the City. The survey asked participants to identify the greatest needs and priorities in the City that could be addressed through entitlement funding programs and to provide feedback on the use of those funds and to comment on existing programs. The survey, as well as notice of the community meeting and public hearings were posted to the City's social media accounts. Additionally, the City Council held a second public hearing at its meeting on April 21, 2026.

**Provide a concise summary of the jurisdiction's activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215(l))**

The City reached out to a number of agencies, worked collaboratively with public officials, City departments, community residents, stakeholders, and beneficiaries of entitlement funds to seek input on the priorities and strategies included in this Action Plan and further strengthen the dialogue between public and assisted housing providers and private and governmental health, mental health and service agencies that receive federal funding. A list of the agencies who were consulted, including how they participated, is included in Table 2.

**Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness.**

The Kings/Tulare County Continuum of Care (Alliance) is made up of a group of advocates, public agencies, homeless individuals, and service providers with the purpose of confronting the needs of the homeless population within the Kings and Tulare County regions. The City of Porterville continues to be an active participant in the monthly Alliance meetings, with the purpose of enhancing coordination between organizations, disseminating knowledge on best practices, and developing a stronger understanding of the needs of the homeless population within both counties. The Alliance also works to reduce duplication of such services and to improve service delivery to individuals experiencing homelessness. Furthermore, in adherence to the institutional

delivery system, the City financially supports the Alliance, which is recognized as a 501(c)(3) organization of partners. The Alliance implements a coordinated entry and assessment system called Every Door Open, to serve both counties. The system's purpose is to help at-risk or current homeless people by prioritizing the most vulnerable homeless people, including the chronically homeless, veterans, families with children, and unaccompanied minors, obtain necessary services.

**Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards for and evaluate outcomes of projects and activities assisted by ESG funds, and develop funding, policies and procedures for the operation and administration of HMIS**

The City does not receive Emergency Solutions Grant funds; however, the City is a member of the local Continuum of Care and participates in the meetings when funding priorities are being set for ESG funds and provides comments on the process, rating and ranking, and outcomes of programs funded with ESG.

**2. Describe Agencies, groups, organizations and others who participated in the process and describe the jurisdiction's consultations with housing, social service agencies and other entities**

**Table 2 – Agencies, groups, organizations who participated**

| | | |
|---|---|---|
| 1 | **Agency/Group/Organization** | **Allstate** |
| | **Agency/Group/Organization Type** | Services - Insurance |
| | **What section of the Plan was addressed by Consultation?** | Current Programs and Community Needs |
| | **Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?** | Representatives were notified of community survey and invited to attend community meeting and public hearings. |
| 2 | **Agency/Group/Organization** | **Alta Vista Elementary School District** |
| | **Agency/Group/Organization Type** | Services- Education |
| | **What section of the Plan was addressed by Consultation?** | Current Programs and Community Needs |
| | **Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?** | Representative was notified of community survey and invited to attend community meeting and public hearings. |
| 3 | **Agency/Group/Organization** | **AMVETS** |
| | **Agency/Group/Organization Type** | Services – Health, education and employment |
| | **What section of the Plan was addressed by Consultation?** | Current Programs and Community Needs |
| | **Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?** | Representative was notified of community survey and invited to attend community meeting and public hearings. |
| 4 | **Agency/Group/Organization** | **Bank of the Sierra** |
| | **Agency/Group/Organization Type** | Services- Financial |
| | **What section of the Plan was addressed by Consultation?** | Current Programs and Community Needs |
| | **Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?** | Representative was notified of community survey and invited to attend community meeting and public hearings. |
| 5 | **Agency/Group/Organization** | **Burton Unified School District** |
| | **Agency/Group/Organization Type** | Services- Education |
| | **What section of the Plan was addressed by Consultation?** | Current Programs and Community Needs |
| | **Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?** | Representative was notified of community survey and invited to attend community meeting and public hearings. |
| 6 | **Agency/Group/Organization** | **California Senate** |
| | **Agency/Group/Organization Type** | Government – District Representative |

| | | |
|---|---|---|
| | **What section of the Plan was addressed by Consultation?** | Current Programs and Community Needs |
| | **Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?** | Representative was notified of community survey and invited to attend community meeting and public hearings. |
| 7 | **Agency/Group/Organization** | **CASA of Tulare County** |
| | **Agency/Group/Organization Type** | Services – Foster Youth |
| | **What section of the Plan was addressed by Consultation?** | Current Programs and Community Needs |
| | **Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?** | Representative was notified of community survey and invited to attend community meeting and public hearings. |
| 8 | **Agency/Group/Organization** | **CDBG Advisory and Housing Opportunity Committee** |
| | **Agency/Group/Organization Type** | Government - Committee |
| | **What section of the Plan was addressed by Consultation?** | Current Programs and Community Needs |
| | **Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?** | Representatives were notified of community survey and invited to attend community meeting and public hearings. |
| 9 | **Agency/Group/Organization** | **Central CA Legal Services** |
| | **Agency/Group/Organization Type** | Services - Legal |
| | **What section of the Plan was addressed by Consultation?** | Current Programs and Community Needs |
| | **Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?** | Representative was notified of community survey and invited to attend community meeting and public hearings. |
| 10 | **Agency/Group/Organization** | **City of Porterville** |
| | **Agency/Group/Organization Type** | Local Government |
| | **What section of the Plan was addressed by Consultation?** | Current Programs and Community Needs |
| | **Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?** | Employees were notified of community survey and invited to attend community meeting and public hearings. Additionally, specific departments and division were consulted as part of the AP planning process. |
| 11 | **Agency/Group/Organization** | **Community Services Employment Training (CSET)** |

| | | |
|---|---|---|
| | **Agency/Group/Organization Type** | Services – Housing<br>Services-Elderly Persons<br>Services-homeless<br>Services-Education<br>Services-Employment |
| | **What section of the Plan was addressed by Consultation?** | Current Programs and Community Needs |
| | **Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?** | Representatives were notified of meetings and hearings, and participated in the survey. |
| 12 | **Agency/Group/Organization** | **Employment Connection** |
| | **Agency/Group/Organization Type** | Services – Employment<br>Services – Education |
| | **What section of the Plan was addressed by Consultation?** | Current Programs and Community Needs |
| | **Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?** | Representative was notified of meetings and hearings, and invited to participate in the survey. |
| 13 | **Agency/Group/Organization** | **Employment Development Department** |
| | **Agency/Group/Organization Type** | Services – Employment<br>Services – Education |
| | **What section of the Plan was addressed by Consultation?** | Current Programs and Community Needs |
| | **Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?** | Representative was notified of meetings and hearings, and invited to participate in the survey. |
| 14 | **Agency/Group/Organization** | **Family Healthcare Network** |
| | **Agency/Group/Organization Type** | Services – health |
| | **What section of the Plan was addressed by Consultation?** | Current Programs and Community Needs |
| | **Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?** | Representatives were notified of meetings and hearing and invited to participate in the survey. A representative attended the community meeting and the 1st Public Hearing. |
| 15 | **Agency/Group/Organization** | **Finca Serena – Up Holdings CA, LLC** |
| | **Agency/Group/Organization Type** | Developer – Affordable Housing |
| | **What section of the Plan was addressed by Consultation?** | Current Programs and Community Needs |

| | | |
|---|---|---|
| | **Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?** | Representatives were notified of meetings and hearing and invited to participate in the survey. |
| 16 | **Agency/Group/Organization** | **First American Title** |
| | **Agency/Group/Organization Type** | Services- Title |
| | **What section of the Plan was addressed by Consultation?** | Current Programs and Community Needs |
| | **Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?** | Representatives were notified of meetings and hearing and invited to participate in the survey. |
| 17 | **Agency/Group/Organization** | **Housing Authority of Tulare County** |
| | **Agency/Group/Organization Type** | Housing |
| | **What section of the Plan was addressed by Consultation?** | Public Housing Needs |
| | **Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?** | A representative was contacted by email to provide updated information regarding public housing for the 24/25 Action Plan and notified of public hearings and invited to attend. |
| 18 | **Agency/Group/Organization** | **Kings/Tulare Homeless Alliance** |
| | **Agency/Group/Organization Type** | Services-homeless<br>Services – Health, Children, Housing, Domestic Violence, Persons w/Disabilities, Behavioral Health and Human Services |
| | **What section of the Plan was addressed by Consultation?** | Homeless Needs - Chronically homeless<br>Homeless Needs - Families with children<br>Homelessness Needs - Veterans<br>Homelessness Needs - Unaccompanied youth<br>Homelessness Strategy |

| | | |
|---|---|---|
| | **Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?** | Representatives were notified of meetings and hearings and were invited to participate in the survey. Members include: Anthem Blue Cross, AspiraNet, BAART Programs, Central California Family Crisis Center, Homeless Outreach Project, Community Connect, Family Services of Tulare County, Food Link of Tulare County, Kings View, LOVE Inc., LINC Committee, Kings View, Uplift Family Services, and Westcare |
| 19 | **Agency/Group/Organization** | **Parenting Network** |
| | **Agency/Group/Organization Type** | Services- children<br>Services- people with disabilities |
| | **What section of the Plan was addressed by Consultation?** | Current Programs and Community Needs |
| | **Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?** | Representatives were notified of meetings and hearing and invited to participate in the survey. |
| 20 | **Agency/Group/Organization** | **Porterville Area Coordinating Council (PACC)** |
| | **Agency/Group/Organization Type** | Community Services |
| | **What section of the Plan was addressed by Consultation?** | Current Programs and Community Needs |
| | **Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?** | Representative was notified of meetings and hearing and invited to participate in the survey. |
| 21 | **Agency/Group/Organization** | **Porterville Chamber of Commerce** |
| | **Agency/Group/Organization Type** | Economic Development |
| | **What section of the Plan was addressed by Consultation?** | Current Programs and Community Needs |
| | **Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?** | Representatives were notified of meetings and hearing and invited to participate in the survey. Member organization Leadership Porterville was also contacted. |
| 22 | **Agency/Group/Organization** | **Porterville College** |
| | **Agency/Group/Organization Type** | Services- education |

| | | |
|---|---|---|
| | **What section of the Plan was addressed by Consultation?** | Current Programs and Community Needs |
| | **Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?** | Representatives were notified of meetings and hearing and invited to participate in the survey. |
| 23 | **Agency/Group/Organization** | **Porterville Unified School District** |
| | **Agency/Group/Organization Type** | Services- education |
| | **What section of the Plan was addressed by Consultation?** | Current Programs and Community Needs |
| | **Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?** | Representatives were notified of meetings and hearing and invited to participate in the survey. This includes a representative from the Porterville Adult School. |
| 24 | **Agency/Group/Organization** | **Proteus** |
| | **Agency/Group/Organization Type** | Services- employment<br>Services- education<br>Community Services |
| | **What section of the Plan was addressed by Consultation?** | Current Programs and Community Needs |
| | **Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?** | Representatives were notified of meetings and hearing and invited to participate in the survey. |
| 25 | **Agency/Group/Organization** | **Self-Help Enterprises** |
| | **Agency/Group/Organization Type** | Services- Housing |
| | **What section of the Plan was addressed by Consultation?** | Current Programs and Community Needs |
| | **Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?** | Representatives were notified of meetings and hearing and invited to participate in the survey. |
| 26 | **Agency/Group/Organization** | **Sequoia Family Medical Center** |
| | **Agency/Group/Organization Type** | Services- Health |
| | **What section of the Plan was addressed by Consultation?** | Current Programs and Community Needs |
| | **Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?** | Representatives were notified of meetings and hearing and invited to participate in the survey. |
| 27 | **Agency/Group/Organization** | **Sierra View Medical Center** |
| | **Agency/Group/Organization Type** | Services- Health |

| | | |
|---|---|---|
| | **What section of the Plan was addressed by Consultation?** | Current Programs and Community Needs |
| | **Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?** | Representatives were notified of meetings and hearing and invited to participate in the survey. |
| 28 | **Agency/Group/Organization** | **Tulare County** |
| | **Agency/Group/Organization Type** | Services-Education<br>Other government – County<br>Services – Legal<br>Services – Health<br>Health Agency |
| | **What section of the Plan was addressed by Consultation?** | Current Programs and Community Needs |
| | **Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?** | Representatives were notified of meetings and hearing and invited to participate in the survey. This includes Tulare County Early Childhood Education, District 5 Supervisor, Tulare County Public Defender, Tulare County Health and Human Services, and Tulare County Mental Health. |
| 29 | **Agency/Group/Organization** | **Tulare County Economic Development Corporation** |
| | **Agency/Group/Organization Type** | Economic Development<br>Other government – County |
| | **What section of the Plan was addressed by Consultation?** | Current Programs and Community Needs |
| | **Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?** | Representative was notified of meetings and hearing and invited to participate in the survey. |
| 30 | **Agency/Group/Organization** | **Tulare/Kings Hispanic Chamber of Commerce** |
| | **Agency/Group/Organization Type** | Economic Development<br>Services – Youth<br>Regulatory – Water<br>Services - Employment |
| | **What section of the Plan was addressed by Consultation?** | Current Programs and Community Needs |

| | | |
|---|---|---|
| | **Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?** | Representatives were notified of meetings and hearings, and invited to participate in the survey. Members include: CASA of Tulare County, Eastern Tule Groundwater Sustainability Agency, and Workforce Investment Board |
| 31 | **Agency/Group/Organization** | **United Way of Tulare County** |
| | **Agency/Group/Organization Type** | Services – Health<br>Services – Education |
| | **What section of the Plan was addressed by Consultation?** | Current Programs and Community Needs |
| | **Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?** | Representatives were notified of meetings and hearings, and invited to participate in the survey. |
| 32 | **Agency/Group/Organization** | **Veteran Affairs** |
| | **Agency/Group/Organization Type** | Services – Health, education and employment |
| | **What section of the Plan was addressed by Consultation?** | Current Programs and Community Needs |
| | **Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?** | Representative was notified of meetings and hearings, and invited to participate in the survey. |
| 33 | **Agency/Group/Organization** | **Walmart DC** |
| | **Agency/Group/Organization Type** | Community Service |
| | **What section of the Plan was addressed by Consultation?** | Current Programs and Community Needs |
| | **Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?** | Representatives were notified of meetings and hearings, and invited to participate in the survey. |
| 34 | **Agency/Group/Organization** | **Workforce Investment Board of Tulare Co. (WIB)** |
| | **Agency/Group/Organization Type** | Economic Development |
| | **What section of the Plan was addressed by Consultation?** | Current Programs and Community Needs |
| | **Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?** | Representatives were notified of meetings and hearings, and invited to participate in the survey. |

**Identify any Agency Types not consulted and provide rationale for not consulting**

The City reached out to a diverse group of agencies, groups, and organizations for consultation during the City's outreach period. These groups were also asked to participate in the community needs survey as well as share the survey with other stakeholders. It is possible that members from these organizations participated in the community needs survey, but it cannot be for certain since the survey remained anonymous. Overall, the City did not intentionally exclude any organization from participating.

**Other local/regional/state/federal planning efforts considered when preparing the Plan**

| Name of Plan | Lead Organization | How do the goals of your Strategic Plan overlap with the goals of each plan? |
|---|---|---|
| Continuum of Care | County of Tulare | Connecting the Dots is a Ten-Year Plan to prevent and end homelessness in the Kings and Tulare County region. This effort is aligned with the Strategic Plans goal to support activities that prevent and end homelessness. |
| City of Porterville 2023-2031 6th Cycle Housing Element | TCAG & City of Porterville | The Housing Element (HE) identifies the housing needs of the community, goals, and objectives to address those needs, and outlines the community efforts to pursue specific policies and programs to achieve its goals and objectives. The Strategic Plan supports the Housing Element's plan to ensure that there is an adequate supply of affordable housing to meet the current and future needs of the population. On January 20, 2026, the City adopted its most recent update to the HE. |
| Regional Transportation Plan and Sustainable Communities Strategy | Tulare County Association of Governments (TCAG) | Transportation and access to services is critical for LMI households. This plan considers both land use and transportation together in a single, integrated planning process that accommodates regional housing needs and projected growth. This aligns with promoting the creation of affordable housing opportunities for LMI and special needs households. |
| 6th Cycle Regional Housing Needs Plan for Tulare County | Tulare County Association of Governments (TCAG) | This plan ensures that affordable housing is equitably distributed throughout the region. RHNA is a state-mandated process to identify the number of housing units that each local government must accommodate in the Housing Element of its General Plan (Government Code §65584) to ensure that there is an adequate supply of affordable housing to meet the current and further needs of the population. |
| Pathway Home: Responding to Homelessness in Tulare | Tulare County Taskforce on Homelessness | This plan is a regional effort intended to identify, develop, and implement innovative strategies to addressing homelessness in Tulare County. This effort builds upon the Continuum of Care plan that supports activities that prevent and end homelessness. |

| Name of Plan | Lead Organization | How do the goals of your Strategic Plan overlap with the goals of each plan? |
|---|---|---|
| Local Homeless Action Plan | City of Porterville & Tulare County | This plan is a regional effort intended keep local agencies informed of funding and activity as it pertains to addressing homelessness county-wide. |

**Table 3 – Other local / regional / federal planning efforts**

### Narrative (optional)

Many organizations were consulted at community meetings, public hearings or by email to engage them in providing feedback. The survey link was also sent and asked to be shared amongst their constituents. Comments are accepted as anonymous to encourage participation.

## AP-12 Participation – 91.105, 91.200(c)

### 1. Summary of citizen participation process/Efforts made to broaden citizen participation

*Summarize citizen participation process and how it impacted goal-setting*

To maximize participation in the preparation of the 2026/27 Action Plan, the City held a community meeting, designed and administered a community needs survey, held one public hearing and will hold a second public hearing on April 21, 2026, and conducted outreach by email, social media and electronic outreach. Additionally, announcements were made at the City's first-time homebuyer education classes and at partner meetings to inform attendees of the AP process and how they could participate. The purpose was to bring awareness and seek input on the City's housing and community development needs and proposed use of funds to achieve objectives, priorities, and actions for addressing those needs during FY 2026/27. Views obtained during these hearings were considered for the final Action Plan and this section will be updated after the conclusion of the public review period if any new comments are received or additional citizen participation is completed.

**Citizen Participation Outreach**

| Sort Order | Mode of Out-reach | Target of Outreach | Summary of response/attendance | Summary of comments received | Summary of comments not accepted and reasons | URL (If applicable) |
|---|---|---|---|---|---|---|
| 1 | Public Meeting | Non-targeted/broad community | An Action Plan community meeting held on November 1, 2025. 2 Participants attended. | No comments were received. | No comments were rejected at the public meeting. | |
| 2 | Public Hearing | Non-targeted/broad community | 1st public hearing (February 24, 2026) there were 4 CDBG Advisory Board Members and 2 City of Porterville staff members.<br><br>2nd public hearing (April 21, 2026) during a regular City Council Meeting. Public attendance consisted To be updated after the 2nd public hearing | 1st Public hearing comment summary: The Committee was presented with community feedback from the community meeting and survey, and they discussed continuation of current programs as well as funding allocations.<br><br>2nd Public hearing: To be updated after the 2nd public hearing | No comments were rejected at the 1st public hearing.<br><br>To be updated after the 2nd public hearing if any comments are received. | |

| Sort Order | Mode of Out-reach | Target of Outreach | Summary of response/attendance | Summary of comments received | Summary of comments not accepted and reasons | URL (If applicable) |
|---|---|---|---|---|---|---|
| 3 | Newspaper Ad | Minorities, Non-English Speaking (Spanish), Non-targeted/broad community | A total of 4 newspaper ads were sent to notify the public about public hearings and community meetings, which included a timeline for Action Plan development; 2 in English and 2 in Spanish. | No comments were received. | No comments were rejected. | |
| 4 | Internet Outreach | Non-targeted/broad community | Internet outreach was done by email, City webpage, City e-newsletter and social media posts on Parks & Leisure Services, Porterville Library, cityofporterville_ca, and Choose Porterville pages. The community survey was also made available online.<br><br>Based on statistics from various City social media accounts, 30,870 people were reached. An additional 1580 contact were made via email and the City's e-newsletter. | The total number of survey responses received (online and by print) and a summary of those responses will be updated here and included in Appendix 1 at the conclusion of the public review period. | No comments were rejected. | |
| 5 | Printed Materials | Minorities, Non-English Speaking (Spanish), Non-targeted/broad community | A paper copy of the survey in Spanish and English was available at the public counter at City Hall, as well as a copy of the 30-day draft Action Plan for public review. Flyers about meetings and comment period were also posted. | No comments were received. | No comments were rejected. | |

| Sort Order | Mode of Out-reach | Target of Outreach | Summary of response/attendance | Summary of comments received | Summary of comments not accepted and reasons | URL (If applicable) |
|---|---|---|---|---|---|---|
| 6 | Partner meetings | Non-targeted/broad community | Announcements regarding the Action Plan were made at the following virtual meetings held by partner agencies: LINC Committee, Tulare County Taskforce on Homelessness, Kings/Tulare Homeless Alliance, and Community Collaborative meeting. | Survey links were shared for participants of the meeting to participate as well as dates for community meetings, public hearings and 30-day comment period. No comments were received. | No comments were rejected. | |
| 7 | Community Event | Non-targeted/broad community | Staff conducted community outreach at Porterville College's Veteran's Resource Fair on November 7, 2025, and the Spring Festival on March 28, 2026.. | No comments were received. | No comments were rejected. | |

**Table 4 – Citizen Participation Outreach**

# Expected Resources

## AP-15 Expected Resources – 91.220(c)(1,2)

### Introduction

The City of Porterville prioritized goals and objectives for using CDBG funding to strategically and effectively benefit low- and moderate-income residents by increasing decent housing, creating a suitable living environment, and expanding economic opportunities.

The City of Porterville follows HUD guidelines and limits public services to no more than 15% and administration to 20% of the annual entitlement.

The funding amounts shown are based on the 2026 Program Year. Increases or decreases in the actual funding award for future years will require percentage adjustments to meet statutory requirements. Funding will be adjusted to reflect the exact amount received using an accurate percentage increase or decrease to modify resources accordingly. Projects funded with prior-year resources may not be affected.

### Anticipated Resources

| Program | Source of Funds | Uses of Funds | Expected Amount Available Year 2 of Con Plan | | | | Expected Amount Available Remainder of ConPlan $ | Narrative Description |
|---|---|---|---|---|---|---|---|---|
| | | | Annual Allocation: $ | Program Income: $ | Prior Year Resources: $ | Total: $ | | |
| CDBG | public - federal | Admin and Planning<br>Economic Development<br>Housing<br>Public Improvements<br>Public Services | 655,251 | 18,408 | 685,038 | 1,358,697 | 4,934,178 | CDBG funds will be used for public improvements, economic development, and public services that benefit low income and special needs households. |

**Table 5 - Expected Resources – Priority Table**

**Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied**

The City of Porterville does not receive funding from additional HUD programs, including HOME, HOPWA, or ESG, that may require a match.

HUD CDBG funds do not require a match, though all fund leveraging will be appropriately reported.

The projects outlined in the Strategic Plan, implemented by outside agencies, are anticipated to use CDBG funding to leverage their initial financial resources.

- Affordable housing supply projects are expected to leverage local, state, federal, and/or private funds.
- Subrecipients must report on match support for projects.

With limited funding, it is expected that each external public service provider will provide matching dollars to support program operations.

Infrastructure and Facilities funding is used to match city or organization dollars for activities undertaken whenever possible.

**If appropriate, describe publicly owned land or property located within the jurisdiction that may be used to address the needs identified in the plan**

At present, no publicly owned land will be utilized during this plan cycle. Efforts will be made to explore all options for eligible projects with available resources. Partnerships with affordable housing developers have been explored in recent years and may be one of the ways in which the City will address the needs identified in this plan. If such project a comes to fruition, it will be reported in future plans.

**Discussion**

The City expects partners to leverage CDBG funding to the fullest extent possible to implement robust programs that will further meet

the needs of area residents.

Staff will continue working with Porterville stakeholders to identify opportunities to partner and leverage all available funds.

# Annual Goals and Objectives

## AP-20 Annual Goals and Objectives

### Goals Summary Information

| Sort Order | Goal Name | Start Year | End Year | Category | Geographic Area | Needs Addressed | Funding | Goal Outcome Indicator |
|---|---|---|---|---|---|---|---|---|
| **1** | Planning and Administration | 2026 | 2027 | Affordable Housing<br>Public Housing<br>Homeless<br>Non-Homeless Special Needs<br>Non-Housing Community Development | Citywide | Provide Decent Housing<br>Create A Suitable Living Environment<br>Expand Opportunities for LMI Persons | CDBG: $134,734 | Other: 1 Other |
| **2** | Public Services | 2026 | 2027 | Affordable Housing<br>Public Housing<br>Homeless<br>Non-Homeless Special Needs<br>Non-Housing Community Development | Citywide | Create A Suitable Living Environment<br>Expand Opportunities for LMI Persons | CDBG: $76,000 | Public Facility or Infrastructure other than Low/Moderate Income Housing: 100 Persons Assisted<br>Public service activities other than Low/Moderate Income Housing Benefit:<br>190 Persons Assisted<br>Public service activities for Low/Moderate Income Housing Benefit: 50 households assisted |

| Sort Order | Goal Name | Start Year | End Year | Category | Geographic Area | Needs Addressed | Funding | Goal Outcome Indicator |
|---|---|---|---|---|---|---|---|---|
| **3** | Housing | 2026 | 2027 | Affordable Housing | Citywide | Provide Decent Housing Create A Suitable Living Environment | CDBG: $331,103 | Homeowner Housing Rehabilitated: 2 Households Housing Units<br>Direct Financial Assistance to Homebuyers: 1 Household Assisted |
| **4** | Public Facilities and Infrastructure Improvements | 2025 | 2029 | Homeless Non-Homeless Special Needs Non-Housing Community Development | Citywide | Create A Suitable Living Environment Expand Opportunities for LMI Persons | CDBG: S702,956 | Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit:<br><br>1930 Persons Assisted |
| **5** | Economic Development Business Assistance | 2025 | 2029 | Non-Housing Community Development | Citywide | Expand Opportunities for LMI Persons | CDBG: $113,904 | Jobs Created/retained: 1 job<br><br>Businesses Assisted: 1 business assisted |

**Table 6 – Goals Summary**

## Goal Descriptions

| | | |
|---|---|---|
| **1** | **Goal Name** | Planning and Administration |
| | **Goal Description** | This covers administrative costs and carrying charges related to the planning and execution of community development activities |
| **2** | **Goal Name** | Public Services |
| | **Goal Description** | This includes funding for service providers catering to homeless persons, transitional housing and emergency shelters. |

| | | |
|---|---|---|
| **3** | **Goal Name** | Housing |
| | **Goal Description** | This covers housing benefits, homeowner rehabilitation and financial assistance to new low-income homebuyers; homelessness and acquisition of single-family homes to rehab for affordable housing, if needed. |
| **4** | **Goal Name** | Public Facilities and Infrastructure Improvements |
| | **Goal Description** | This includes service provision and infrastructural development such as youth and senior centers, parks and recreational facilities, and curb, gutter, and sidewalk improvements. |
| **5** | **Goal Name** | Economic Development Business Assistance |
| | **Goal Description** | This includes financing for job placements and training programs as well as funding for Large, Small and Microenterprise loans. |

**Estimate the number of extremely low-income, low-income, and moderate-income families to whom the jurisdiction will provide affordable housing as defined by HOME 91.215(b)**

The City of Porterville intends to continue its First time Homebuyer Program and Owner-Occupied Housing Rehabilitation Loan Program to allow families to obtain and/or maintain affordable housing, with a combined goal of helping five extremely low-income, low-income, or moderate-income families in program year 2026/27.

# Projects

## AP-35 Projects – 91.220(d)

### Introduction

Porterville will allocate $1,357,378 in Community Development Block Grant (CDBG) funds during the second year award for the July 1, 2026, to June 30, 2027, funding cycle. This includes prior years' resources and expected program income. These totals are estimates based on last year's funding and will be increased or reduced depending on the available funds, as HUD has not released the funding allocations as of the publishing of this document.

The following projects will be funded in the 2026 program year using CDBG dollars:

- Administration and Planning - $134,734
- Public Services - $76,000
- Housing - $331,103
- Public Facilities and Improvements - $702,956
- Economic Development Business Assistance - $113,904

### Projects

| # | Project Name |
|---|---|
| 1 | Planning & Administration |
| 2 | Housing |
| 3 | Public Services |
| 4 | Public Facilities & Infrastructure |
| 5 | Economic Development & Business Assistance |

**Table 7 - Project Information**

### Describe the reasons for allocation priorities and any obstacles to addressing underserved needs

The priorities were allocated based on the high priority needs identified in NA-50 of the 2025-2029 Consolidated Plan and based on outreach described in the Citizen's Participation Plan. This is with the exception of administration of the allocations which is a default first priority area for realization of the goals and projects set in the action plan.

## AP-38 Project Summary

### Project Summary Information

| 1 | Project Name | Planning and Administration |
|---|---|---|
| | **Target Area** | Citywide |
| | **Goals Supported** | Planning and Administration |
| | **Needs Addressed** | Provide Decent Housing<br>Create A Suitable Living Environment<br>Expand Opportunities for LMI Persons |
| | **Funding** | CDBG: $134,734 |
| | **Description** | A portion of the CDBG entitlement allocation will be used for reasonable planning and administrative costs associated with the administration of the CDBG funds and other related federal requirements. Administration funds will support oversight activities of the housing department, legal services from the City Attorney's Office, and environmental reviews. |
| | **Target Date** | 6/30/2027 |
| | **Estimate the number and type of families that will benefit from the proposed activities** | Not Applicable |
| | **Location Description** | Citywide |

| | | |
|---|---|---|
| | **Planned Activities** | **Allocation amount**: up to 20% of Grant allocation plus up to 20% of current year's expected PI. **Carry Over:** $0 is anticipated carryover from PY 2026/27, however if there is any carryover on 6/30/2027, it will be moved to First-Time Low-Income Homebuyer Program. The actual amount is based on an estimated amount dependent on anticipated Program Income for FY 2026/27 (an estimated additional $3,684 of PI from other programs).<br><br>As indicated in description above, General Administrative funds will pay for reasonable program administration costs and carrying of charges related to planning and executing community development activities. Administering federal funds and ensuring compliance is critical for utilizing Federal resources. The City of Porterville is committed to using CDBG entitlement funding for administration to help continue to grow an efficient, effective, and resourceful community development program.<br>Porterville may have administrative/planning projects that include, but are not limited to:<br>• General management, oversight, and coordination<br>• Providing local officials and citizens with information about the CDBG program<br>• Preparing budgets and schedules<br>• Preparing reports and other HUD-required documents<br>• Program planning<br>• Public Information<br>• Monitoring program activities<br>• Fair Housing activities<br>Matrix Code: 21A - General Program Administration<br>National Objective: N/A |
| **2** | **Project Name** | **Public Service** |
| | **Target Area** | Citywide |
| | **Goals Supported** | Public Service |
| | **Needs Addressed** | Provide Decent Housing<br>Create A Suitable Living Environment<br>Expand Opportunities for LMI Persons |
| | **Funding** | CDBG: $76,000 |

| | | |
|---|---|---|
| | **Description** | Public services are an integral part of a comprehensive community development strategy. Public Service activities provide a wide range of activities that address needs in the community provided for the target population. Public services can strengthen communities by addressing the needs of specific populations. They can address a range of individual needs and increase the impact of CDBG dollars by complementing other activities. The City of Porterville may allocate up to 15% of CDBG funds to public services programs that provide supportive services to low- to moderate-income persons or prevent homelessness. In general, these services are provided by local non-profit partners. This funding is capped at 15% of the CDBG entitlement plus program income. Porterville's goal to improve and provide public services may include but is not limited to:<br>• Employment services<br>• Child care<br>• Health services<br>• Substance use services<br>• Fair housing counseling<br>• Education programs<br>• Energy conservation<br>• Services for homeless persons<br>• Services for seniors |
| | **Target Date** | 6/30/2027 |
| | **Estimate the number and type of families that will benefit from the proposed activities** | 302 Persons Assisted |
| | **Location Description** | Citywide |

| | | |
|---|---|---|
| | **Planned Activities** | **Allocation amount:** $76,000 granted it does not exceed the 15% public service cap, as this is considered a public service activity. **Carry Over:** $0 is anticipated carryover from PY 2026/27, however if any carryover remains on 6/30/2027 it shall be allocated to First-Time Low-Income Homebuyer Program. **Contingency:** These funds can be re-allocated to the youth center should a new site become available and the activity resumes operations.<br><br>CDBG entitlement funds will be used for public services such as:<br>1.) provide food, shelter, housing assistance, service linkages and additional staffing for case management services at the Porterville Navigation Center, a 30-bed shelter facility;<br>2.) prepare low-income renter households for the responsibilities and challenges of homeownership by providing a homebuyer education course (taught in partnership with a local non-profit who is a HUD Certified Housing Counselor) free of charge to qualified low-income persons;<br>3.) conduct outreach and education pertinent to California and Federal Fair Housing laws and best practices to representatives of the housing, lending, and insurance industry and to the public at large within the City of Porterville;<br>4.) hold ongoing Local Initiatives Navigation Center (LINC) in the City of Porterville to connect homeless and people at-risk of homelessness with critical services such as health and dental care, employment assistance, housing assistance, legal services, social services and access to mainstream benefits and provide consumables supplies and services to homeless clients;<br>5.) provide essential consumable items at the CCFCC drop-in center and during outreach events to those experiencing homelessness; and<br>6.) to fund a portion of a case manager for permanent supportive housing services in the City of Porterville.<br>Matrix Codes: 03T - Operating Costs of Homeless/AIDS Patients Programs; 05J - Fair Housing Activities (if CDBG, then subject to 15% cap); Matrix Code: 05U - Housing Counseling only, under 24 CFR 5.100 National Objective: LMC - LOW/MOD LIMITED CLIENTELE BENEFIT; LOW/MOD HOUSING BENEFIT |
| **3** | **Project Name** | **Housing** |
| | **Target Area** | Citywide |
| | **Goals Supported** | Housing |
| | **Needs Addressed** | Provide Decent Housing |
| | **Funding** | CDBG: $331,103 |

| | | |
|---|---|---|
| | **Description** | The City prioritized goals and objectives for using CDBG funding to strategically and effectively benefit low- and moderate-income residents by increasing access to decent housing and creating a suitable living environment while expanding economic opportunities for LMI persons. Porterville is committed to improving and expanding access to safe and affordable housing for low- and moderate-income (LMI) residents. Affordable and safe housing helps to provide financial stability, reduces the chances of a person becoming homeless, and promotes housing sustainability. Porterville's projects to improve housing sustainability may include, but are not limited to:<br>• Homeownership Assistance<br>• Rehabilitation (single-unit residential and/or multi-family residential)<br>• Energy efficiency improvements<br>• The administrative cost for rehabilitation activities<br>• Lead-based paint testing/abatement<br>• *Housing Counseling and/or classes |
| | **Target Date** | 6/30/2027 |
| | **Estimate the number and type of families that will benefit from the proposed activities** | A total of 93 income eligible households will benefit. |
| | **Location Description** | Citywide |
| | **Planned Activities** | **Allocation amount:** $331,103 ($122,000 of new entitlement $124,379 in old entitlement, $14,724 in anticipated program income and $70,000 in revolving loan funds **Carry Over:** $0 is anticipated carryover from PY 2026/27; however, if any carryover remains on 6/30/2027 the program income shall be carried over into the respective RL fund and ENT funds will remain to continue funding the First-Time Low-Income Homebuyer and Owner-Occupied Housing Rehabilitation Programs. **Contingency:** Available entitlement funds from past years can be re-allocated to the Business Assistance Program if the demand exceeds available allocated funding.<br>CDBG entitlement and program income funds will be used to facilitate movement of low-income, renter households into the home ownership category with affordable mortgages through a revolving loan program.<br>Additionally, the City will participate in meaningful and effective housing rehabilitation programs including connection to City water and/or sewer service, to assist low- and moderate-income homeowners and to supplement previous funding allocated in past years to Housing Rehabilitation Loan Program (HRLP). The Ramp program that is part of the Rehabilitation Loan program may be allocated to a Non-Profit agency as a sub recipient to complete repairs or hire contractors to complete appropriate ADA work.<br>Matrix Codes: 13B - Homeownership Assistance-excluding Housing Counseling under 24 CFR 5.100; 14A - Rehab; Single-Unit Residential<br>National Objective: LMH - LOW/MOD HOUSING BENEFIT |
| **4** | **Project Name** | **Public Facilities & Infrastructure** |
| | **Target Area** | Citywide |
| | **Goals Supported** | Public Facilities and Infrastructure Improvements |

| | | |
|---|---|---|
| | **Needs Addressed** | Create A Suitable Living Environment<br>Expand Opportunities for LMI Persons |
| | **Funding** | CDBG: $702,956 |
| | **Description** | Public Infrastructure Improvements will focus on safe and accessible infrastructure essential to the quality of life and building communities that support community diversity and stability. Public infrastructure improvements will generally include the acquisition, construction, reconstruction, and installation of public infrastructure. Porterville's goal to improve and expand public infrastructure may include, but is not limited to:<br>• Park Improvements<br>• ADA Improvements<br>• Sidewalks<br>Public Facilities and Improvements are publicly-owned facilities and infrastructure such as playgrounds, underground utilities, and buildings owned by nonprofits open to the general public. Safe and accessible infrastructure is essential to the quality of life and building communities that support community diversity and stability.<br>Public facilities and public improvements are generally interpreted to include all facilities and improvements that are publicly owned or owned by a nonprofit and open to the general public. Acquisition, construction, reconstruction, rehabilitation, and installation of public facilities and improvements are eligible activities.<br>Porterville's goal to improve and expand public facilities may include, but is not limited to:<br>• Youth Facilities<br>• Homeless and Domestic Violence Facilities<br>• Neighborhood Facilities<br>• * Health Facilities |
| | **Target Date** | 6/30/2027 |
| | **Estimate the number and type of families that will benefit from the proposed activities** | 168,325 persons |
| | **Location Description** | Citywide |

| | | |
|---|---|---|
| | **Planned Activities** | **Allocation amount**: $311,200.80 of new entitlement funds will be allocated for PY 2026/27. Old entitlement in the amount of $391,755 will be used to fund improvements to the Multi-Sports Field Improvement Project. **Carry Over:** $0 is anticipated carryover from PY 2025/26; however, if any carryover remains on 6/30/2027, it shall be added to the Multi-Sports Field Improvement Project if there is a need in that program. If not, it shall remain in the Parks Improvement Program to continue funding park improvement projects at the designated parks.<br><br>The main objective of the Parks Improvement Program is to add or increase access to amenities and improve infrastructure at Murry Park, Zalud and Fallen Heroes Parks in addition to the Tule River Parkway trail adjacent to Fallen Heroes Park in order to continue to keep the park as a safe, clean, and attractive recreation facility.<br><br>These funds may also be used for additional park and facilities projects within eligible census tracts/blocks, and the Multi-Sport Field Improvement Project that consists of improvements to 11.6 acres of undeveloped property to the north of the Heritage Center for the use of recreational activity and park space; such as the addition of an artificial turf lighted arena soccer field(s), all-weather surface multi-use court, restroom and other amenities.<br>Matrix Code: 03F - Parks, Recreational Facilities<br>National Objective: LMA - LOW/MOD AREA BENEFIT |
| **5** | **Project Name** | **Economic Development & Business Assistance** |
| | **Target Area** | Citywide |
| | **Goals Supported** | Housing |
| | **Needs Addressed** | Economic Development Business Assistance |
| | **Funding** | CDBG: $113,904 |
| | **Description** | The City of Porterville is committed to assisting microenterprises and small businesses succeed. Porterville will assist qualifying microenterprise businesses and provide loans for job creation/retention for primarily small qualifying companies. The ability to build strong communities through business assistance remains a priority. By assisting eligible microenterprises and businesses the City of Porterville will help owners and workers build a more sustainable and self-sufficient future. Underwriting all loans for job creation/retention will help ensure a sustainable program into the future. |
| | **Target Date** | 6/30/2027 |
| | **Estimate the number and type of families that will benefit from the proposed activities** | 1 income eligible household |
| | **Location Description** | Citywide |

| | | |
|---|---|---|
| | **Planned Activities** | **Allocation amount**: $15,000 shall be added from new entitlement, and $98,904 is the expected carryover in the RL fund to be used in FY 2026/27. Additionally, $20,000 will carry over from the microenterprise loan program. **Carry over:** If any ENT carryover is remaining on 6/30/2027 it shall remain and any new PI received during the year shall be added into the RL fund to continue funding the Business Assistance Loan Programs as the City continues to accept and review applications for those programs.<br><br>Program Income and Old Entitlement will be used for the Business Assistance Programs to encourage businesses to expand which will lead to increase business activity, job sustainability, and job creation.<br>Large Business Assistance Program (LBAP), Commercial and Industrial Development. The main objective of this program is to provide financing options to industrial/commercial businesses for the retention and expansion of the job market within the City by providing financial assistance in the amount of $50,000 or greater, when available.<br>Small Business Assistance Program (SBAP): The main objective of this program is to provide "gap" funding for small businesses that are either just starting business in Porterville or are trying to expand their business SBAP assistance is a minimum of $1,000 and a maximum of $50,000 and will be directed towards businesses that have the greatest potential for long-term job creation.<br>Micro Enterprise Loan Program Assistance: The main objective of this program is to provide funding, a minimum of $1,000 and a maximum of $10,000 for low to moderate income persons to start or expand a business in Porterville.<br>Matrix Codes: 18A - ED Direct Financial Assistance to For-Profits; 18C - Micro-Enterprise Assistance<br>National Objectives: LMJ - LOW/MOD JOBS BENEFIT; LMCMC - LOW/MOD MICRO-BUSINESS BENEFIT |

## AP-50 Geographic Distribution – 91.220(f)

*Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed*

The City has not established specific target areas to focus the investment of entitlement funds as it is citywide. As mentioned in the AP-05, Executive Summary, a map of eligible census blocks is included as part of the Executive Summary, as Attachment 1.

### Geographic Distribution

| Target Area | Percentage of Funds |
|---|---|
| Citywide | 100 |

**Table 8 - Geographic Distribution**

*Rationale for the priorities for allocating investments geographically*

Not applicable. The City has not established specific target areas to focus the investment of entitlement funds as it is citywide.

*Discussion*

Low Income Census Blocks and Tracts are also considered when a new activity is being proposed and those are outlined in the Attachment 1 referenced above.

# Affordable Housing

## AP-55 Affordable Housing – 91.220(g)

### Introduction

Although entitlement resources are limited, the City does anticipate expending a significant portion of its CDBG entitlement on the preservation and provision of affordable housing. A detailed discussion of how HUD entitlements will be used to support community and economic development needs within the City is provided in AP-35, with the number of households to be assisted itemized by goal.

| One Year Goals for the Number of Households to be Supported | |
|---|---|
| Homeless | 0 |
| Non-Homeless | 3 |
| Special-Needs | 0 |
| Total | 3 |

**Table 9 - One Year Goals for Affordable Housing by Support Requirement**

| One Year Goals for the Number of Households Supported Through | |
|---|---|
| Rental Assistance | 0 |
| The Production of New Units | 0 |
| Rehab of Existing Units | 2 |
| Acquisition of Existing Units | 1 |
| Total | 3 |

**Table 10 - One Year Goals for Affordable Housing by Support Type**

### Discussion

The one-year goals above include the First-Time Low-Income Homebuyer Loan Program, Owner-Occupied Rehabilitation Loan Program, and the Case Management for Permanent Supportive Housing activities.

## AP-60 Public Housing – 91.220(h)

### Introduction

The Housing Authority of Tulare County (HATC) was established in 1945 and is committed to providing rental housing assistance to LMI households, seniors, the disabled, and special-needs populations throughout the region. The agency administers various housing assistance programs, including the public housing program, housing choice voucher program, farm labor program, and senior housing program. HATC currently provides affordable and well-maintained rental housing to over 5,000 households countywide.

Additionally, HATC is a participant of HUD's Moving to Work (MTW) demonstration program, which grants participating public housing authorities (PHAs) the ability to test innovative approaches to delivering housing assistance to households in need. MTW is a HUD effort to build and support innovative programs that enhance the efficacy of PHAs. HATC has capitalized on the organizational and procedural flexibility it has gained through MTW to become a more efficient agency.

### Actions planned during the next year to address the needs to public housing

HATC will continue to own and manage 111 units in the City of Porterville. According to HATC, there is no plan to purchase additional public housing units, nor is there a plan to remove any units from its inventory. In the Fiscal Year 2026/2027, HATC projects to invest a total of $226,085 in Capital Fund improvements for its Public Housing Stock located in the City of Porterville. The noted expenditures will cover maintenance and rehabilitation in public-housing units within the City of Porterville. Capital Fund expenditures will cover a large range of projects, including tree trimming, carpets replacement, ranges, refrigerators, exterior and interior paint, countertops/cabinets, heaters, cement work, fencing as needed for all our sites in Porterville.

### Actions to encourage public housing residents to become more involved in management and participate in homeownership

HATC is proactive in the inclusion of public-housing residents in the policy making process. An equitable and transparent policy making process that includes the opinions of public housing residents is achieved through the participation of two tenant commissioners on the HATC Board. Furthermore, HATC has installed a Resident Counsel, which is made up of five residents from all of HUD funded programs (Multifamily Housing, LIHTC, HOME, Section 8 Housing Choice Vouchers and public-housing). The Resident Counsel works with HATC staff on evaluating the effectiveness and efficiency of HATC rental assistance programs. This provides members the opportunity to provide input on necessary program modifications. HATC currently does not have an active resident counsel, but will work with residents, if there is an interest participate.

A vital driving factor in the implementation of HATC programs is the promotion of tenant self-sufficiency. HATC views the goal of homeownership for program participants as one of the long-

term goals for all of our clients. HATC staff works with tenants to effectively provide them with the necessary resources to achieve homeownership and its Annual Re-Examination Notice provides public-housing participants with an extensive referral list that provides assistance with homeownership. This list includes programs managed by: CSET, City of Porterville, Habitat for Humanity, CalHFA, and Self-Help Enterprises. HATC's program coordinator works with any interested public housing tenant in order to effectively inform them of all the different programs that are available to them. Effective collaboration between the agency and other public and nonprofit agencies is imperative to help promote homeownership among all of its tenants.

**If the PHA is designated as troubled, describe the manner in which financial assistance will be provided or other assistance**

Not applicable. Housing Authority of Tulare County is not a troubled PHA.

**Discussion**

As discussed in the above section of AP-60 HATC will continue its efforts to address public housing and provide rental housing assistance to LMI households, seniors, the disabled, and special-needs populations through its administration of various housing assistance programs in the 2026/2027 program year.

## AP-65 Homeless and Other Special Needs Activities – 91.220(i)

### Introduction

The City of Porterville (City) is closely involved with the Kings/Tulare Homeless Alliance (KTHA), which serves as the local Continuum of Care on Homelessness (CoC). When possible, the City's programs designed to serve homeless persons are coordinated with KTHA.

There are several ongoing efforts that the City and KTHA are involved in as collaborative partners. These collaborations include:

- Monthly KTHA Membership Meetings
- Tulare County Task Force on Homelessness
- Emergency Shelter/Bridge Housing Project
- Local Initiatives Navigation Center (LINC)
- Annual Point in Time Count

**Describe the jurisdictions one-year goals and actions for reducing and ending homelessness including reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs**

Targeted outreach efforts of unsheltered homeless persons are coordinated with KTHA Housing Navigators and the Kings View PATH Team. Teams canvas the city to conduct outreach to people experiencing homelessness. When an unsheltered person is identified, they are assessed and connected to services. Client information is included in the local Homeless Management Information System (HMIS) so that outreach teams can remain apprised of client status on the Coordinated Entry System (CES) housing priority list and other community referrals.

The City will also continue to support KTHA's outreach efforts to persons experiencing homelessness through the Local Initiative Navigation Center (LINC) events held at the Porterville Navigation Center. Weekly LINC events offer housing assessments, connections to mainstream benefits, support service providers, and access to other services on a scheduled basis such as vaccinations, haircuts, prescription eyeglasses, etc. The City will provide $5,000 in FY 2026/27 to the KTHA for public services related to LINC.

KTHA will continue to utilize its Landlord Relations Specialist (LRS) who is responsible for marketing homeless housing programs to new and existing landlords and property managers, with the goal of expanding the number of units available to those households experiencing homelessness. This individual acts as a liaison between landlords, case managers, and clients decreasing the length of time people experiencing homelessness stay in unhoused situations. The LRS will work in the bi-county region with approximate time divided based on Point in Time numbers. This position was created during the pandemic, and since her hire 30 households have located and moved into units as a result of the work of the LRS.

On an annual basis in January, KTHA conducts both a sheltered and unsheltered Point in Time (PIT) count. The one-day PIT survey provides a snapshot of the adults, children in households and unaccompanied youth living in the City of Porterville who meet HUD's definition of homelessness. Information gathered through the PIT is used to understand the causes and trends over time of homelessness, as well as to determine the unmet shelter and service needs of the homeless.

The Homeless Outreach Project (HOP) provides essential consumable items at the Central California Family Crisis Center's (CCFCC) drop-in center and during outreach events to those experiencing homelessness; and the City of Porterville's Police Department conducts street outreach and assists individuals experiencing homelessness by connecting them with services and housing resources, and providing crisis intervention. The team consists of a dedicated police officer and a crisis intervention specialist that works will local partners to provide the connection to services. The City will provide $4,000 in FY 2026/27 to the CCFCC for public services related to the HOP program.

**Addressing the emergency shelter and transitional housing needs of homeless persons**

Although the City's CDBG funding is limited to public services for applicable programs, a high priority is given to the need of providing permanent support housing (PSH), emergency shelters and transitional housing, as well as, substance abuse treatment, case management, mental health care, life skills training, etc. through collaboration with the KTHA and its members. Being an active participant in the KTHA, the City plays an important part in the strategic planning for the organization and for applications for funding resources. The City continues to support the efforts of the KTHA and the operators of projects serving those experiencing homelessness such as the Central California Family Crisis Center, Kings View, Tulare County Health & Human Services Agency, Westcare, Community Services and Employment Training (CSET), Uplift Families, and other such providers that either provide vouchers or adequate facilities to meet the emergency and transitional housing needs of the homeless and those threatened with homelessness.

The City of Porterville worked closely with Kings View to operate a former school site as a low-barrier navigation center. The project, Porterville Navigation Center (PNC), has 15 beds of low-barrier emergency shelter and 15 beds of low-barrier bridge housing. Since it's opening in October 2020, the PNC connects with an average of 80 people each day providing services as well as breakfast and lunch. The PNC is in the process of expanding its' location to add, a warming kitchen, dinning hall with 100 person capacity, public showers and restrooms and additional office space to utilize in providing additional day services for people experiencing homelessness. The City will provide $52,000 in FY 2026/27 to the Kings View for public services related to operations of a navigation center.

**Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were**

**recently homeless from becoming homeless again**

The City supports and collaborates with local service providers, through the KTHA, to assist homeless individuals and families. KTHA develops funding priorities for the funding sources that come through them as they serve as the local Continuum of Care on Homelessness. Funding priorities concentrate on supporting existing projects that support the Housing First model, Permanent Supportive Housing (PSH), Bridge Housing, Navigation Centers, Emergency Shelters, Housing Navigators and other programs that help individuals move from an unhoused situation to permanent housing.

The City continues their efforts of providing CDBG funds to Family Services of Tulare County (FSTC) as matching funds, for case management (public services) to support permanent supportive housing. This project provides case management services for up to 5 households at any point in time, but is currently assisting 4 households. The City will provide $15,000 in FY 2026/27 to the FSTC for public services related to case management of permanent supportive housing.

In all Continuum and City-funded projects, persons experiencing homelessness are assessed for housing opportunities and are prioritized based on their acuity. Several projects focus on sub-populations such as youth ages 18-24, veterans, and/or chronic homelessness. All projects within the Continuum- emergency, transitional and permanent housing-designs and implements supportive services based on their target population and partnerships leveraged within the community. The overarching goal of the supportive services offered is to link individuals and/or families with mainstream benefits and income support, education and employment services, as well as health and life skills services. These linkages are a critical component to assisting clients in self-sufficiency, reducing episodes of homelessness, and preventing recidivism.

CSET, Family Services, Kings View and Tulare County HHSA provide PSH projects for chronically homeless individuals and families and/or families with children. The Veterans' Administration, in conjunction with the Housing Authority of Tulare County, operates the Veterans Affairs Supportive Housing (VASH) project and Westcare operates the Supportive Services for Veteran Families (SSVF) project that serves eligible veterans and their families. Uplift Families operates a Transitional Housing project for transitioning age youth.

In mid-2021, Tulare County Health & Human Services Agency formed a Homeless Multidisciplinary Team (MDT) to work across all jurisdictions and communities in our county. The intent of the team is to work with city administration and departments such as Parks, Public Works, and first responders such as law enforcement, to help engage with individuals experiencing homelessness and help address the applicable needs and supportive services this population needs to be successful. The team includes representatives from Human Services, Mental Health as well as Alcohol and Other Drug services, and Public Health. The MDT partners with programs such as the Navigation Center, Family Services, the KTHA, Salt + Light Works, Kaweah Street Medicine, and numerous other partners to help provide linkage and engagement in robust services.

The MDT has deployed in support of the Porterville Police Department's Special Methods and Resources Team (SMART) to help engage and offer services to the encampments along the Tule River as well as encampments in other regions of the city. Furthermore, the MDT engages with the Task Force on Homelessness to assist jurisdictions in aiding the homeless members of their communities. These efforts include programs such as the former Project Roomkey, which provided temporary shelter during the pandemic and now Project Homekey, which provides PSH, supportive services at the Navigation Center, the annual Point-in-Time count, and similar activities. City administration and the MDT have also partnered to explore funding opportunities such as California's Encampment Resolution Fund.

**Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); or, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs.**

An important component of prevention/diversion is assisting households with income supports and connections to mainstream benefits. Tulare County Health and Human Services Agency (HHSA) has an SSI Advocacy Unit that focuses on increasing access to SSI and other mainstream benefits. Additionally, the Housing Disability Advocacy Program (HDAP), operated through HHSA, focuses on assisting people with disabling conditions with housing and case management while they are processing their SSI claim.

The SSI/SSDI Outreach, Access and Recovery (SOAR) model is designed to increase access to SSI/SSDI for eligible homeless adults who are and have a mental illness and/or a co-occurring substance use disorder. Staff from all CoC-funded agencies is required to assist clients in obtaining these mainstream benefits. Participation by these agencies provides an efficacious method of assisting households who may otherwise pursue homelessness assistance.

HHSA has also formed an Integrated Services team that is supported by Community Health Workers (CHWs) to identify individuals in need of assistance and link with services and supports including entitlement benefits such as Medi-Cal. This team is focused on expanding access to care during transitions from institutional settings through California Advancing and Innovating Medi-Cal (CalAIM) efforts. Integrated Services works closely with the Managed Care Plans (such as Anthem and Health Net), jurisdictions through initiatives including the Homeless MDT, the Tulare County Task Force on Homelessness, and numerous community partners.

Fair Housing Education is provided in partnership with Community Services Employment Training (CSET) as a sub-recipient to conduct outreach and education pertinent to California and Federal Fair Housing laws and best practices to the public at large within the City of Porterville; providing assistance to people who are being or at risk of eviction when fair housing issues are present, allowing them to remain in their homes.

**Discussion**

As discussed above, the City will continue to work with various agencies to provide programs and services for individuals experiencing homelessness in Program Year 2026/27. CDBG funded activities to this regard include: Navigation Center Operations, Homeless Outreach Project (HOP), Case Management for Permanent Supportive Housing, and LINC Services.

## AP-75 Barriers to affordable housing – 91.220(j)

**Introduction:**

Barriers to affordable housing in the City of Porterville are largely associated with costs of housing. Rental prices for the available stock of housing are higher than they have ever been. Building more affordable housing is imperative but costs of permits and development fees have increased and therefore created challenges to affordable housing development.

The disparity between income and housing costs stands as the greatest barrier for households seeking to obtain affordable housing in the City. Other barriers to affordable housing in the City may include permit costs and development impact fees, building codes, off-street parking standards, and restrictive zoning, as these policies or costs may negatively affect the development of affordable housing and residential investment in this jurisdiction. The City strives to mitigate these issues as effectively as possible.

**Actions it planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment**

The City adopted its 6th-Cycle Housing Element on January 20, 2026. Housing Plan Program 6 directs the City to amend the Zoning Code to facilitate the development of a variety of housing types. The City will review and revise development standards, including those related to allowed land uses in various zones, parking, and building height. The City will also revise the Zoning Code to allow single-room occupancy housing, streamline the permitting process, and ensure ministerial permitting processes for multifamily and affordable housing development. In addition, the Zoning Code will be amended to comply with state density bonus law and reasonable accommodation requirements. Also at its January 20, 2026 meeting, the City Council adopted an ordinance implementing Housing Element Program 3 and putting in place by-right approvals and removing barriers for the development of transitional and supportive housing, emergency shelters and low-barrier navigation centers, employee housing, and residential care facilities.

*Recommended Action*

The City will continue to implement Housing Plan Program 6 to review and revise the Development Ordinance to ensure compliance with the Employee Housing Act (H&S Code Section 17021.6 and Section 17021.5).

Housing Plan Program 7 directs the City to utilize a variety of development tools to expand affordable housing options for households of all income levels, such as density bonuses, development fee reductions and streamlining the application process. The City will contact local non-profit and private developers to facilitate the production of this housing as well as pursue funding opportunities available at the local, regional, state and federal levels. The City will also

provide opportunities for public, private and non-profit groups to develop affordable housing by constructing off-site improvements and physical infrastructure as Capital Improvement Projects.

**Discussion:**

As referenced above, the City will continue to address barriers to affordable housing identified in the City's 2023 - 2031 Housing Element by assessing its policies and updating its Development Code. Additionally, the City has committed CDBG funding towards the continued implementation of the First-Time Low-Income Home Buyers Assistance Program.

## AP-85 Other Actions – 91.220(k)

**Introduction:**
This section discusses the City's efforts in addressing the underserved needs, expanding and preserving affordable housing, reducing lead-based paint hazards, and developing institutional structure for delivering housing and community development activities.

**Actions planned to address obstacles to meeting underserved needs**
Please see activities in AP-35 to address the housing and community development needs in the City. Also, please see AP-75 regarding potential actions to address barriers to meet the City's affordable housing needs.

**Actions planned to foster and maintain affordable housing**
Please see AP-15 for actual and potential housing resources available, and AP-35 for activities that will be funded to address the housing and community development needs in the City. Also, please see AP-75 regarding potential actions to address barriers to meet the City's affordable housing needs.

**Actions planned to reduce lead-based paint hazards**
At this time, the City of Porterville does not directly oversee a lead-based paint (LBP) eradication program, unless it is in partnership with CDBG, HOME, or CalHome funded owner-occupied housing rehabilitation projects.

All properties undergoing rehabilitation or acquired for affordable housing are inspected for LBP. No federally funded rehabilitation is allowed to occur without due screening for LBP hazards. The City conducts visual assessment, paint testing or risk assessment on all of its projects. Lead hazard reduction activities include paint stabilization, interim controls, standard treatments, lead abatement, safe work practices and clearance to confirm that no LPB hazards remain when work is complete.

**Actions planned to reduce the number of poverty-level families**
The City continues to confront and alleviate the number of poverty-level families in the coming years. One goal to address that need will be implemented through economic development:

- Expand economic development and employment opportunity programs.

Furthermore, the City has recognized areas that must be addressed to achieve long-term economic prosperity, including the following:

- Ensuring that land within the City is "shovel ready" and available for development.
- Educating and training the City's workforce to continue to fill any new jobs that may be

coming into the City.

The City of Porterville will keep working with HATC to ensure adequate amounts of Section 8 Vouchers and other public housing opportunities are available to meet the demand of the City's LMI population. Also, the City will work closely with the Tulare County Economic Development Corporation, Tule River Economic Development, CSET, Proteus, and Workforce Investment Board (WIB), to facilitate and enhance economic workforce development opportunities in the City. Additionally, the Community Development Department staff will continue to work closely with the Economic Development Division to administer the CDBG funded Business Assistance Program.

The City will continue to work closely with and in support of the community service providers in meeting the special needs of its homeless and low- and moderate-income populations. Further, the City will continue to evaluate its delivery system and those of the agencies it works with to see if improvements can be made. The City anticipates that at least one household will qualify for the purchase of a home under the City's First-Time Low-Income Homebuyer Program funded with CDBG, HOME, or CalHome funds.

**Actions planned to develop institutional structure**

The City will continue to work closely with, and in support of, the community service providers in meeting the special needs of its homeless and LMI populations. The City will continue to participate in the Kings/Tulare Homeless Alliance to ensure coordination and implementation of strategic plans.

The Kings/Tulare Homeless Alliance (KTHA) is made up of a group of advocates, public agencies, homeless individuals and service providers with the purpose of confronting the needs of the homeless population within the Kings and Tulare County regions. Furthermore, in adherence with the institutional delivery system, the City financially supports the Alliance which is recognized as a 501(c)(3) organization of partners. KTHA also implemented a coordinated entry and assessment system called Every Door Open, to serve both counties. The system's purpose is to help at risk or current homeless people by prioritizing the most vulnerable homeless people, including the chronically homeless, veterans, families with children and unaccompanied minors obtain necessary services.

**Actions planned to enhance coordination between public and private housing and social service agencies**

As already discussed above, the City will continue to participate in KTHA, working with public, private and social service agencies to help homeless people. The City plans to continue working with organizations such as the Salvation Army, Red Cross, the PAAR Center, Central California Family Crisis Center, and Kings View which oversees the Porterville Navigation Center, to provide enough services and need to meet emergency and transitional housing needs of homeless and those vulnerable to homelessness.

The City will also continue to work with the HATC to support the maintenance of adequate

Section 8 Vouchers and other public housing within the City in proportion to the City's LMI population. The City of Porterville will also be working closely with the Tule River Economic Development, CSET, Proteus, and Workforce Investment Board (WIB), to facilitate and enhance economic workforce development opportunities in the City.

Additionally, Community Development Department staff will continue to work closely with the Economic Development Division to administer the CDBG funded Large and Small Business Assistance Programs, and Micro Enterprise Program. The City will continue to work closely with, and in support of, the community service providers in meeting the special needs of its homeless and low- and moderate-income populations. Further, the City will continue to evaluate its delivery system and those of the agencies it works with to see if improvements can be made.

**Discussion:**

The City's efforts in addressing the underserved needs, expanding and preserving affordable housing, reducing lead-based paint hazards, and developing institutional structure for delivering housing and community development activities is described within this section, as well as in sections AP-15, AP-35 and AP-75. The named sections elaborate on actions planned to address housing and community development needs, barriers to meeting affordable housing needs, and housing resources available.

## Program Specific Requirements

### AP-90 Program Specific Requirements – 91.220(l)(1,2,4)

**Introduction:**

AP-35 describes how current and new PI will be allocated.

### Community Development Block Grant Program (CDBG)
### Reference 24 CFR 91.220(l)(1)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

| | |
|---|---|
| 1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed | 0 |
| 2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan | 0 |
| 3. The amount of surplus funds from urban renewal settlements | 0 |
| 4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan | 0 |
| 5. The amount of income from float-funded activities | 0 |
| **Total Program Income:** | **0** |

**Other CDBG Requirements**

| | |
|---|---|
| 1. The amount of urgent need activities | 0 |
| 2. The estimated percentage of CDBG funds that will be used for activities that benefit persons of low and moderate income. Overall Benefit - A consecutive period of one, two or three years may be used to determine that a minimum overall benefit of 70% of CDBG funds is used to benefit persons of low and moderate income. Specify the years covered that include this Annual Action Plan. | 100.00% |

**Discussion:**

AP-35 describes how current and new PI will be allocated.

# APPENDIX 1: Citizen Participation

*To be updated after 2nd Public Hearing*

# APPENDIX 2: Resolution and Proposed Budget

*To be updated after 2nd Public Hearing*

# APPENDIX 3: SF-424s and Certifications

*To be updated after 2nd Public Hearing*

SUBJECT: Amendment to Porterville Development Ordinance Article 307 Relating to Nonconforming Uses, Structures, and Lots

SOURCE: Community Development

COMMENT: In an effort to improve the practical and efficient use of property, staff has prepared a draft ordinance amending Article 307 of the Porterville Development Ordinance related to nonconforming uses, structures, and lots.

The proposed amendments are intended to streamline the review process and provide greater flexibility for property owners by:

- Eliminating the requirement for City Council classification of nonconforming uses as "Class I" or "Class II";
- Assigning discretionary review authority to the Zoning Administrator;
- Reducing reliance on Conditional Use Permits for changes to nonconforming uses; and
- Establishing more consistent standards for evaluating modifications and expansions.

The proposed changes maintain existing health and safety protections while simplifying administrative procedures and improving efficiency in processing requests.

The amendments are consistent with the goals and policies of the Porterville General Plan 2030 and are intended to reduce regulatory barriers while maintaining compatibility with surrounding land uses.

RECOMMENDATION: That the City Council:
1. Conduct a Public Hearing to receive public testimony regarding the proposed amendments to Porterville Development Ordinance Article 307; and
2. Approve for first reading by title only, an ordinance amending Article 307 relating to nonconforming uses, structures, and lots.

ATTACHMENTS:

1. Draft Ordinance
2. Proposed Amendments to Article 307

Appropriated/Funded:

Review By:

Department Director:
Claudia Calderon, Community Development Director

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

**ORDINANCE NO. _____**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE AMENDING ARTICLE 307 OF THE PORTERVILLE DEVELOPMENT ORDINANCE REGARDING NONCONFORMING USES, STRUCTURES, AND LOTS**

**WHEREAS:** On April 21, 2026 the City Council at its regularly scheduled meeting held a public hearing to consider amendment to the Porterville Development Ordinance; and

**WHEREAS:** The purpose of the proposed amendment is to relax the regulatory provisions for classification and modification of nonconforming uses, structures, and lots; and

**WHEREAS:** The proposed ordinance is an implementation measure of the policies, goals, and objectives of the Porterville General 2030 Plan. The Environmental Coordinator made a determination on the basis of substantial evidence that, since the amendment consists solely of changes to regulations and would not authorize any particular use or activity, it can be shown with certainty that there is no possibility that the proposed text amendment could have a significant effect on the environment.

**NOW, THEREFORE, BE IT ORDAINED** by the City Council of the City of Porterville as follows:

SECTION 1: Adoption of the proposed ordinance is exempt from the California Environmental Quality Act under CEQA Guidelines Section 15061(b)(3).

SECTION 2: Article 307 of the Porterville Development Ordinance is hereby amended to read in its entirety as follows:

307.01: PURPOSE:

The specific purpose of this chapter is to permit continuation of uses and continued occupancy and maintenance of structures that were legally established but do not comply with all of the standards and requirements of this Ordinance in a manner that does not impair public health, safety, and general welfare. (Ord. 1866, 11-19-2019)

307.02: APPLICABILITY:

These provisions apply to structures, land and uses that have become nonconforming by operation of this Ordinance and that remain in a

nonconforming status by application of this chapter, as well as structures, land, and uses that hereafter become nonconforming due to annexation to the City or amendments to the zoning map or development Ordinance text. (Ord. 1866, 11-19-2019)

307.03: ESTABLISHMENT OF LEGAL NONCONFORMING USES AND STRUCTURES:

A. Nonconformity. A non-conformity may result from any inconsistency with the requirements of this Ordinance, including but not limited to location, density, height, yard, usable open space, buffering, or performance standards or the lack of a Conditional Use Permit, variance, or other required authorization. A use or structure shall not be deemed nonconforming solely because it does not conform with the parking dimension standards, loading, planting area, or screening regulations of the district in which it is located or does not conform to the standards for the following building features: garage door location; garage door width; chimney height; cornices, eaves, and other ornamental features that exceed maximum projections into required yards; or bay windows and balconies above the first floor that exceed maximum projections into required yards.

B. Nonconforming Uses and Structures-Right to Continue. Any use or structure that was legally established prior to the effective date of this Ordinance or of any subsequent rezoning or amendment shall be deemed to be in compliance with this Ordinance and may be continued and maintained indefinitely if it has remained in continuous existence. The right to continue a nonconforming use or structure shall run with the land. However, no substitution, expansion, or other change in use and no alteration or other change in structures is permitted, except as otherwise provided in this chapter. (Ord. 1866, 11-19-2019)

307.04: CONTINUATION AND MAINTENANCE OF NONCONFORMING STRUCTURES:

Legal nonconforming structures may be continued and maintained in compliance with the requirements of this chapter unless deemed to be a public nuisance because of health or safety conditions.

A. Maintenance and Nonstructural Repairs. Maintenance, non-structural repairs and non-structural interior alterations are permitted to a nonconforming structure or to a structure occupied by a nonconforming use, so long as the changes and improvements do not enlarge or extend the structure.

B. Structural Repairs. Structural repairs that do not enlarge or extend the structure, including modification or repair of bearing walls, columns, beams or girders, may be undertaken only when the Building Official determines that such modification or repair is immediately necessary to protect public health and safety, occupants of the nonconforming structure, or occupants of adjacent property and when the cost of such work does not exceed fifty (50) percent of the higher of the assessed value of the nonconforming structure as determined by the Tulare County Assessor or an appraisal performed by a certified appraiser for the applicant. If an applicant chooses not to submit an appraisal, the Tulare County Assessor's determination shall be used. (Ord. 1866, 11-19-2019)

307.05: ALTERATIONS AND ENLARGEMENTS TO NONCONFORMING STRUCTURES: Nonconforming structures may be enlarged, extended, structurally altered or repaired subject to the following provisions:

A. Nonconforming Structures. A Structure that is nonconforming with respect to one (1) or more required setbacks may be enlarged or altered, subject to the following standards:

1. Interior Side and Rear Setbacks. Additions or enlargements that maintain a nonconforming interior side or rear yard setback are permitted as long as the addition does not:

a. Further reduce any nonconforming side or rear setback;

b. Create any new encroachment into any other required setback;

c. Increase the existing height of the portion of the structure that is within the required setback;

d. Result in a violation of applicable standards for building coverage, parking, or useable open space; or

e. Result in a violation of any standard of the Building Code.

2. Front Setbacks. Additions or enlargements that vertically or horizontally extend a nonconforming front yard setback may be approved based on a finding that the proposed addition will maintain the average setback of development on the same block front within two hundred (200) feet of the lot.

3. Height. Additions or enlargements that horizontally extend a nonconforming side or rear setback of any portion of a structure that is nonconforming with respect to height may be approved based on findings that the proposed alteration will not:

a. Substantially interfere with solar access available to surrounding properties;

b. Reduce the privacy of surrounding properties; or

c. Create a structure that is incompatible with the character of surrounding development due to its bulk or form.

B. Nonconforming Parking:

1. Nonresidential Structures. A nonresidential structure that is nonconforming because it does not satisfy the parking requirements of this Ordinance may be expanded subject to a determination by the Zoning Administrator based on evidence in the record that the amount of existing parking is sufficient to accommodate the proposed use.

2. Residential Structures. A residential structure that is nonconforming because two (2) spaces have not been previously required by this Ordinance may be altered or expanded with only one (1) covered space.

C. Nonconforming Lot Coverage. A structure that is nonconforming because it exceeds the maximum allowable lot coverage may be expanded in floor area only if the expansion does not increase the lot coverage. (Ord. 1866, 11-19-2019)

307.06: CLASSIFICATION OF NONCONFORMING USES:

***Reserved.***

307.07: CHANGES AND SUBSTITUTIONS OF NONCONFORMING USES:

No legal nonconforming use shall be expanded or changed in operation without the approval of the Zoning Administrator as provided for in this chapter. This requirement shall not apply to a change of ownership, tenancy, or management where the new use is in the same classification as the previous use, as defined in Chapter 701: Use Classifications, and the use is not expanded.

A. Change from Nonconforming to Permitted Use. Any nonconforming use may be changed to a use that is allowed by right in the zoning district in which it is located and complies with all applicable standards for such use.

B. Conditional Use Permit to Legalize Use. Any use that is nonconforming solely by reason of the absence of a Conditional Use Permit may be changed to a conforming use by obtaining the required permit.

C. Change from Nonconforming Use to Other Nonconforming Use. The Zoning Administrator may allow the expansion of a nonconforming use subject to a determination made pursuant to Article 602 and the requirements of this chapter.

1. Within a Structure That Conforms to the Development Ordinance. A nonconforming use in a structure that conforms to this Ordinance and to the requirements of the Building Code may expand the floor area that it occupies, subject to Zoning Administrator approval provided that no structural alteration is proposed or made for the purpose of the expansion.

a. A nonconforming use may not be expanded to occupy another lot that it did not occupy on the effective date of this Ordinance.

b. The expansion of the nonconforming use shall not exceed fifty (50) percent of the area that the nonconforming use legally occupies at the time of application.

2. Within a Structure That Does Not Conform to the Development Ordinance. A nonconforming use in a structure that does not conform to the requirements of this Ordinance may expand its occupancy and building floor area subject to the requirements of paragraph one (1) above.

3. Within a Structure That Does Not Conform to the Building Code. Any nonconforming use in a structure that does not conform to the Building Code may not expand the area it occupies. A nonconforming use may expand the area it occupies subject to Zoning Administrator approval after the structure is brought into conformance with all applicable Building Code requirements.

4. Zoning Administrator Review. The Zoning Administrator, in approving a change or substitution pursuant to this section, shall find that:

a. The proposed new use will be more compatible with the purposes of the district and surrounding uses than the nonconforming use it replaces;

b. The proposed new use will not be detrimental to the health, safety, peace, comfort or general welfare of persons residing or working in the surrounding area or be detrimental or injurious to property and improvements of adjacent properties, the surrounding area, or the neighborhood because of noise, traffic generation, odors, dust, glare, vibrations, or other effects; and

c. The proposed new use will comply with all applicable standards or there are special circumstances peculiar to the property and its relation to surrounding uses or to the district itself that would justify modification to applicable standards.

5. Standards for Zoning Administrator Determination. In making its findings and conclusions pursuant to paragraph four (4) above, the Zoning Administrator shall consider the following factors:

a. Noise;

b. Traffic generation;

c. Hours of operation;

d. Noxious or annoying emissions of odor, smoke, waste water or other matters;

e. Proximity of the use to conforming uses;

f. Extent and severity of nonconformity;

g. Effect of the nonconforming use on surrounding conforming uses;

h. Character of the surrounding neighborhood, including the number and proportion of nonconforming uses;

i. Access to the nonconforming use;

j. Maintenance of the nonconforming use; and

k. Any other factors the Zoning Administrator deems relevant given the purposes of this chapter.

6. Conditions. When making its decision on an application for a change or substitution of use, the Zoning Administrator may establish conditions that are necessary to accomplish the purposes of this chapter, including, but not limited to:

a. Required improvement of, or modifications to existing improvements on, the property;

b. Limitations on hours of operations;

c. Limitations on the nature of operations; and

d. A specified term of years for which the continued nonconforming use shall be allowed.

7. Revocation of Approved Changes of Nonconforming Use. The City Council may initiate a review of a changed or substituted nonconforming uses upon its own motion, or following a recommendation from the Zoning Administrator, in accordance with Section 601.10, Revocation of Approvals, and the following standards and procedures.

a. Initiation of Revocation Procedure. Initiation of City Council review of a nonconforming use approved pursuant to this section shall first require a report

from the Zoning Administrator based upon the Zoning Administrator's independent investigation and determination, recommending action by the Council.

b. City Council Review and Decision. The City Council shall hold a public hearing, pursuant to the procedures established in Chapter 601, Common Procedures. Upon the conclusion of the public hearing, the Council shall determine whether the nonconforming status shall be revoked and the use discontinued or allowed to continue subject to conditions. In making its determination the Council shall base its decision on the same considerations it used when approving the Conditional Use Permit to allow a change or substitution of a nonconforming use and the standards in paragraph five (5) above. (Ord. 1866, 11-19-2019)

307.08: RESTORATION OF DAMAGED NONCONFORMING STRUCTURES:

A. Restoration When Damage is Less than Seventy-Five (75) Percent of Value. If a nonconforming structure or a structure containing a nonconforming use is destroyed by fire or other calamity, to the extent of seventy-five (75) percent or less of the replacement cost, as determined by the Building Official, the structure may be restored and the nonconforming use may be resumed, provided that a building permit for restoration is issued within six (6) months and restoration work is diligently pursued to completion.

B. Restoration When Damage Exceeds Seventy-Five (75) Percent of Value. If any nonconforming structure or a structure containing a nonconforming use is destroyed by fire, explosion or other casualty or act of God to an extent of seventy-five (75) percent or greater of the replacement cost, as determined by the Building Official, then the structure may be restored and used only in compliance with the applicable regulations for the district where it is located, except as provided below.

1. Exceptions for Residential Structures.

a. Any nonconforming residential use may be reconstructed, restored, or rebuilt up to the size and number of dwelling units prior to the damage and the nonconforming use, if any, may be resumed unless the City finds that:

(1) The reconstruction, restoration, or rebuilding will be detrimental or injurious to the health, safety, or general welfare of persons residing or working in the neighborhood, or will be detrimental or injurious to property and improvements in the neighborhood.

(2) The existing nonconforming use of the building or structure can be more appropriately moved to a zoning district in which the use is permitted, or that there no longer exists a district in which the existing nonconforming use is permitted.

2. Any reconstruction, restoration, or rebuilding undertaken pursuant to this section shall conform to all applicable Building Code requirements.

3. A building permit shall be obtained within two (2) years after the date of the damage or destruction. (Ord. 1866, 11-19-2019)

307.09: CORRECTION OF NONCONFORMING SITE FEATURES:

Prior to occupancy of a site or structure that is nonconforming due to lack of one (1) of the following: screening of mechanical equipment; required walls or fences to screen parking; required paving for driveways; or required landscaping; a schedule for elimination or substantial reduction of these nonconformities over a period not exceeding five (5) years shall be submitted. Priority may be given to elimination of nonconformities that have a significant adverse impact on surrounding properties, and shall not require a commitment to remove nonconformities that have a minor impact and would be costly to eliminate due to the configuration of the site and the location of existing structures. (Ord. 1866, 11-19-2019)

307.10: ABANDONMENT OF NONCONFORMING USES:

No nonconforming use may be resumed, reestablished, reopened or replaced by any other nonconforming use after it has been abandoned or vacated for a period of six (6) months, except as provided for in this section. The nonconforming use of a legally established structure may be reestablished if the Zoning Administrator makes the following findings. As a condition of approving the resumption of such nonconforming use, the Zoning Administrator may impose a time limit on its duration if necessary in order to make the required findings.

A. The structure cannot be used for any conforming use because of its original design or because of legal structural changes made for a previous nonconforming use;

B. The structure can be reasonably expected to remain in active use for a period of twenty (20) years without requiring repairs or maintenance in excess of fifty (50) percent of the replacement cost of the structure, as defined in this chapter, within any five (5) year period; and

C. The continuation of the use or structure will not be incompatible with or detrimental to surrounding conforming uses. (Ord. 1866, 11-19-2019

This ordinance shall be in full force and effect thirty (30) days from and after its publication and passage.

**PASSED, APPROVED, AND ADOPTED this 5th day of May, 2026.**

_____
Greg Meister, Mayor

ATTEST:
Richard Tree, City Clerk

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

**PROPOSED AMENDMENTS TO ARTICLE 307 OF THE PORTERVILLE DEVELOPMENT ORDINANCE REGARDING NONCONFORMING USES, STRUCTURES, AND LOTS**

Article 307 of the Porterville Development Ordinance is hereby amended to read in its entirety as follows:

307.01: PURPOSE:

The specific purpose of this chapter is to permit continuation of uses and continued occupancy and maintenance of structures that were legally established but do not comply with all of the standards and requirements of this Ordinance in a manner that does not impair public health, safety, and general welfare. (Ord. 1866, 11-19-2019)

307.02: APPLICABILITY:

These provisions apply to structures, land and uses that have become nonconforming by operation of this Ordinance and that remain in a nonconforming status by application of this chapter, as well as structures, land, and uses that hereafter become nonconforming due to annexation to the City or amendments to the zoning map or development Ordinance text. (Ord. 1866, 11-19-2019)

307.03: ESTABLISHMENT OF LEGAL NONCONFORMING USES AND STRUCTURES:

A. Nonconformity. A non-conformity may result from any inconsistency with the requirements of this Ordinance, including but not limited to location, density, height, yard, usable open space, buffering, or performance standards or the lack of a Conditional Use Permit, variance, or other required authorization. A use or structure shall not be deemed nonconforming solely because it does not conform with the parking dimension standards, loading, planting area, or screening regulations of the district in which it is located or does not conform to the standards for the following building features: garage door location; garage door width; chimney height; cornices, eaves, and other ornamental features that

exceed maximum projections into required yards; or bay windows and balconies above the first floor that exceed maximum projections into required yards.

B. Nonconforming Uses and Structures-Right to Continue. Any use or structure that was legally established prior to the effective date of this Ordinance or of any subsequent rezoning or amendment shall be deemed to be in compliance with this Ordinance and may be continued and maintained indefinitely if it has remained in continuous existence. The right to continue a nonconforming use or structure shall run with the land. However, no substitution, expansion, or other change in use and no alteration or other change in structures is permitted, except as otherwise provided in this chapter. (Ord. 1866, 11-19-2019)

307.04: CONTINUATION AND MAINTENANCE OF NONCONFORMING STRUCTURES:

Legal nonconforming structures may be continued and maintained in compliance with the requirements of this chapter unless deemed to be a public nuisance because of health or safety conditions.

A. Maintenance and Nonstructural Repairs. Maintenance, non-structural repairs and non-structural interior alterations are permitted to a nonconforming structure or to a structure occupied by a nonconforming use, so long as the changes and improvements do not enlarge or extend the structure.

B. Structural Repairs. Structural repairs that do not enlarge or extend the structure, including modification or repair of bearing walls, columns, beams or girders, may be undertaken only when the Building Official determines that such modification or repair is immediately necessary to protect public health and safety, occupants of the nonconforming structure, or occupants of adjacent property and when the cost of such work does not exceed fifty (50) percent of the higher of the assessed value of the nonconforming structure as determined by the Tulare County Assessor or an appraisal performed by a certified appraiser for the

applicant. If an applicant chooses not to submit an appraisal, the Tulare County Assessor's determination shall be used. (Ord. 1866, 11-19-2019)

307.05: ALTERATIONS AND ENLARGEMENTS TO NONCONFORMING STRUCTURES: Nonconforming structures may be enlarged, extended, structurally altered or repaired ~~as long as the use of the property is conforming, and~~ subject to the following provisions:

A. Nonconforming ***Structures*** ~~Single Family Dwellings~~. A ***Structure*** ~~Single Family Dwelling~~ that is nonconforming with respect to one (1) or more required setbacks may be enlarged or altered, subject to the following standards:

1. Interior Side and Rear Setbacks. Additions or enlargements that maintain a nonconforming interior side or rear yard setback are permitted as long as the addition does not:

a. Further reduce any nonconforming side or rear setback;

b. Create any new encroachment into any other required setback;

c. Increase the existing height of the portion of the structure that is within the required setback;

d. Result in a violation of applicable standards for building coverage, parking, or useable open space; or

e. Result in a violation of any standard of the Building Code.

2. Front Setbacks. Additions or enlargements that vertically or horizontally extend a nonconforming front yard setback may be approved based on a finding that the proposed addition will maintain the average setback of development on the same block front within two hundred (200) feet of the lot.

3. Height. Additions or enlargements that horizontally extend a nonconforming side or rear setback of any portion of a structure that is nonconforming with respect to height may be approved based on findings that the proposed alteration will not:

a. Substantially interfere with solar access available to surrounding properties;

b. Reduce the privacy of surrounding properties; or

c. Create a structure that is incompatible with the character of surrounding development due to its bulk or form.

B. Nonconforming Parking:

1. Nonresidential Structures. A nonresidential structure that is nonconforming because it does not satisfy the parking requirements of this Ordinance may ~~not~~ be expanded ***subject to a determination by the Zoning Administrator based on evidence in the record that the amount of existing parking is sufficient to accommodate the proposed use*** ~~unless the parking spaces that are required for the expansion are provided in accordance with applicable provisions of Chapter 304, On-Site Parking and Loading~~.

2. Residential Structures. A residential structure that is nonconforming because two (2) spaces have not been previously required by this Ordinance may be altered or expanded with only one (1) covered space~~, provided that such alterations or expansions of habitable space in an individual dwelling shall not cumulatively exceed twenty five (25) percent of the habitable floor area at the time of the first expansion or alteration~~.

~~3. Exception. No residence may be constructed or expanded by more than one thousand (1,000) square feet of additional habitable area without providing parking in accordance with the applicable provisions of Chapter 304, On Site Parking and Loading.~~

C. Nonconforming Lot Coverage. A structure that is nonconforming because it exceeds the maximum allowable lot coverage may be expanded in floor area only if the expansion does not increase the lot coverage. (Ord. 1866, 11-19-2019)

307.06: CLASSIFICATION OF NONCONFORMING USES:

***Reserved.***

~~The City Council may classify legally established nonconforming uses for the purpose of determining whether to permit substitution or expansion subject to the requirements of the following section. The classification of any use or structure shall be optional and shall be based on written application by the property owner or his/her designee, including such information as may be deemed necessary to determine that the use was legally established and to make any other findings that may be required.~~

~~A. Class I. Class I nonconforming uses are designated by the City Council following a public hearing and based on findings that:~~

~~1. The existing nonconforming use was legally established;~~

~~2. The proposed expansion or substitution of the nonconforming use would not be detrimental to public health, safety, or welfare;~~

~~3. The proposed expansion or substitution would not be inconsistent with the General Plan and would not preclude or interfere with implementation of any applicable adopted City plan;~~

~~4. The proposed use will not depress the value of nearby properties; and~~

~~5. No useful purpose would be served by strict application of the provisions or requirements of this Ordinance with which the use or structure does not conform.~~

~~B. Class II. Class II nonconforming uses include any legally established non-residential use that involves the following:~~

~~1. Storage, use, or generation of hazardous materials, processes, products, or wastes;~~

~~2. Activity that may be detrimental to public health and safety because of the potential to create dust, glare, heat, noise, noxious gases, odor, smoke, vibration;~~

~~3. Conditions that would be incompatible with surrounding uses; or~~

~~4. Any nonconforming Sexually Oriented Business. (Ord. 1866, 11-19-2019)~~

307.07: CHANGES AND SUBSTITUTIONS OF NONCONFORMING USES:

No legal nonconforming use shall be ~~substantially~~ expanded or changed in operation without the approval of ***the Zoning Administrator*** ~~a Conditional Use Permit~~ as provided for in this chapter. This requirement shall not apply to a change of ownership, tenancy, or management where the new use is in the same classification as the previous use, as defined in Chapter 701: Use Classifications, and the use is not expanded.

A. Change from Nonconforming to Permitted Use. Any nonconforming use may be changed to a use that is allowed by right in the zoning district in which it is located and complies with all applicable standards for such use.

B. Conditional Use Permit to Legalize Use. Any use that is nonconforming solely by reason of the absence of a Conditional Use Permit may be changed to a conforming use by obtaining the required permit.

C. Change from Nonconforming Use to Other Nonconforming Use. The ***Zoning Administrator*** ~~City Council~~ may allow the expansion of a ~~Class I use, substitution of a Class II~~ nonconforming use ~~with a Class I nonconforming use, or substitution of a Class I nonconforming use with another Class I nonconforming use,~~ subject to ***a determination made pursuant to Article 602*** ~~approval of a Conditional Use Permit~~ and the requirements of this chapter.

1. Within a Structure That Conforms to the Development Ordinance. A ~~Class I~~ nonconforming use in a structure that conforms to this Ordinance and to the requirements of the Building Code may expand the floor area that it occupies, subject to ***Zoning Administrator*** ~~Conditional Use Permit~~ approval provided that no structural alteration is proposed or made for the purpose of the expansion.

a. A nonconforming use may not be expanded to occupy ~~all or a part of another structure or~~ another lot that it did not occupy on the effective date of this Ordinance.

b. The expansion of the nonconforming use shall not exceed fifty (50) percent of the area that the nonconforming use legally occupies at the time of application.

2. Within a Structure That Does Not Conform to the Development Ordinance. A ~~Class I~~ nonconforming use in a structure that does not conform to the requirements of this Ordinance may expand its occupancy and building floor area subject to the requirements of paragraph one (1) above.

3. Within a Structure That Does Not Conform to the Building Code. Any nonconforming use in a structure that does not conform to the Building Code may not expand the area it occupies. A ~~Class I~~ nonconforming use may expand the area it occupies subject to ***Zoning Administrator*** ~~Conditional Use Permit~~ approval after the structure is brought into conformance with all applicable Building Code requirements.

4. ***Zoning Administrator*** ~~City Council~~ Review. The ***Zoning Administrator, in approving a change or substitution pursuant to this section,*** ~~City Council shall hold a public hearing, pursuant to the procedures established in Chapter 601, Common Procedures, on each application for a change or substitution of use. In addition to any other findings that may be required, the City Council~~ shall find that:

a. The proposed new use will be more compatible with the purposes of the district and surrounding uses than the nonconforming use it replaces;

b. The proposed new use will not be detrimental to the health, safety, peace, comfort or general welfare of persons residing or working in the surrounding area or be detrimental or injurious to property and improvements of adjacent properties, the surrounding area, or the neighborhood because of noise, traffic generation, odors, dust, glare, vibrations, or other effects; and

c. The proposed new use will comply with all applicable standards or there are special circumstances peculiar to the property and its relation to surrounding uses or to the district itself that would justify modification to applicable standards.

5. Standards for ***Zoning Administrator*** ~~Council~~ Determination. In making its findings and conclusions pursuant to paragraph four (4) above, the ***Zoning Administrator*** ~~City Council~~ shall consider the following factors:

a. Noise;

b. Traffic generation;

c. Hours of operation;

d. Noxious or annoying emissions of odor, smoke, waste water or other matters;

e. Proximity of the use to conforming uses;

f. Extent and severity of nonconformity;

g. Effect of the nonconforming use on surrounding conforming uses;

h. Character of the surrounding neighborhood, including the number and proportion of nonconforming uses;

i. Access to the nonconforming use;

j. Maintenance of the nonconforming use; and

k. Any other factors the ***Zoning Administrator*** ~~City Council~~ deems relevant given the purposes of this chapter.

6. Conditions. When making its decision on an application for a change or substitution of use, the ***Zoning Administrator*** ~~Council~~ may establish conditions that are necessary to accomplish the purposes of this chapter, including, but not limited to:

a. Required improvement of, or modifications to existing improvements on, the property;

b. Limitations on hours of operations;

c. Limitations on the nature of operations; and

d. A specified term of years for which the continued nonconforming use shall be allowed.

7. Revocation of Approved Changes of Nonconforming Use. The City Council may initiate a review of a changed or substituted nonconforming uses upon its own motion, or following a recommendation from the Zoning Administrator, in accordance with Section 601.10, Revocation of Approvals, and the following standards and procedures.

a. Initiation of Revocation Procedure. Initiation of City Council review of a nonconforming use approved pursuant to this section shall first require a report from the Zoning Administrator based upon the Zoning Administrator's independent investigation and determination, recommending action by the Council.

b. City Council Review and Decision. The City Council shall hold a public hearing, pursuant to the procedures established in Chapter 601, Common Procedures. Upon the conclusion of the public hearing, the Council shall determine whether the nonconforming status shall be revoked and the use discontinued or allowed to continue subject to conditions. In making its determination the Council shall base its decision on the same considerations it used when approving the Conditional Use Permit to allow a change or substitution of a nonconforming use and the standards in paragraph five (5) above. (Ord. 1866, 11-19-2019)

307.08: RESTORATION OF DAMAGED NONCONFORMING STRUCTURES:

A. Restoration When Damage is Less than Seventy-Five (75) Percent of Value. If a nonconforming structure or a structure containing a nonconforming use is destroyed by fire or other calamity, to the extent of seventy-five (75) percent or less of the replacement cost, as determined by the Building Official, the structure may be restored and the nonconforming use may be resumed, provided that a building permit for restoration is issued within six (6) months and restoration work is diligently pursued to completion.

B. Restoration When Damage Exceeds Seventy-Five (75) Percent of Value. If any nonconforming structure or a structure containing a nonconforming use is destroyed by fire, explosion or other casualty or act of God to an extent of seventy-five (75) percent or greater of the replacement cost, as determined by the Building Official, then the structure may be restored and used only in compliance with the

applicable regulations for the district where it is located, except as provided below.

1. Exceptions for Residential Structures.

a. Any nonconforming residential use may be reconstructed, restored, or rebuilt up to the size and number of dwelling units prior to the damage and the nonconforming use, if any, may be resumed unless the City finds that:

(1) The reconstruction, restoration, or rebuilding will be detrimental or injurious to the health, safety, or general welfare of persons residing or working in the neighborhood, or will be detrimental or injurious to property and improvements in the neighborhood.

(2) The existing nonconforming use of the building or structure can be more appropriately moved to a zoning district in which the use is permitted, or that there no longer exists a district in which the existing nonconforming use is permitted.

2. Any reconstruction, restoration, or rebuilding undertaken pursuant to this section shall conform to all applicable Building Code requirements.

3. A building permit shall be obtained within two (2) years after the date of the damage or destruction. (Ord. 1866, 11-19-2019)

307.09: CORRECTION OF NONCONFORMING SITE FEATURES:

Prior to occupancy of a site or structure that is nonconforming due to lack of one (1) of the following: screening of mechanical equipment; required walls or fences to screen parking; required paving for driveways; or required landscaping; a schedule for elimination or substantial reduction of these nonconformities over a period not exceeding five (5) years shall be submitted. Priority may be given to elimination of nonconformities that have a significant adverse impact on surrounding properties, and shall not require a commitment to remove nonconformities that have a minor impact and would be costly to eliminate due

to the configuration of the site and the location of existing structures. (Ord. 1866, 11-19-2019)

307.10: ABANDONMENT OF NONCONFORMING USES:

No nonconforming use may be resumed, reestablished, reopened or replaced by any other nonconforming use after it has been abandoned or vacated for a period of six (6) months, except as provided for in this section. The nonconforming use of a legally established structure may be reestablished if the ***Zoning Administrator makes*** ~~City Council approves a Conditional Use Permit after making all~~ the following findings ~~in addition to any other required findings~~. As a condition of approving the resumption of such nonconforming use, the ***Zoning Administrator*** ~~Council~~ may impose a time limit on its duration if necessary in order to make the required findings.

A. The structure cannot be used for any conforming use because of its original design or because of legal structural changes made for a previous nonconforming use;

B. The structure can be reasonably expected to remain in active use for a period of twenty (20) years without requiring repairs or maintenance in excess of fifty (50) percent of the replacement cost of the structure, as defined in this chapter, within any five (5) year period; and

C. The continuation of the use or structure will not be incompatible with or detrimental to surrounding conforming uses. (Ord. 1866, 11-19-2019)

SUBJECT: Adoption of an Ordinance for Expedited Permitting of Electric Vehicle Charging Systems

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. This legislation is intended to facilitate the efficient installation of electric vehicle infrastructure and support the State's efforts to reduce reliance on fossil fuels.

The proposed ordinance amends the Porterville Municipal Code to establish a ministerial, nondiscretionary permit review process for electric vehicle charging systems. The ordinance includes provisions for expedited review, electronic submittals, standardized checklists, and inspection procedures, while maintaining compliance with all applicable building and safety codes.

The City previously adopted a similar ordinance establishing an expedited permitting process for small residential rooftop solar systems in 2015. That process has been successfully implemented and serves as a model for this proposed update.

Adoption of this ordinance ensures that the City of Porterville remains consistent with State law, maintains eligibility for State and Federal funding tied to code compliance, and continues to support a safe, efficient, and resilient built environment.

RECOMMENDATION: That the City Council:
1. Conduct a Public Hearing to receive input regarding the proposed ordinance; and
2. Approve for first reading by title only, an ordinance establishing an expedited permit review process for electric vehicle charging systems.

ATTACHMENTS: 1. Draft Ordinance

Appropriated/Funded:

Review By:

Department Director:
Clayton Dignam, Interim Engineering and Project Management Director/Fire Marshal

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

**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 VEHCILE 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: Applicability**
**7-55 Expedited Review Process**
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- **7-58.1 Electric Vehicle Charging System Requirements**
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- **7-58.3 Permit Review and Inspection Requirements**
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**7-59 Conflicts**
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## 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 th City checklist, and is consistent with all applicable laws the Building Official shall, consistent with Government Cde 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.

_____
Greg Meister, Mayor

ATTEST:
Richard Tree, City Clerk

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

SUBJECT: Adoption of Resolution Authorizing Individual Employment Agreements for the Positions of Deputy City Manager, Assistant City Manager, and Department Directors

SOURCE: City Manager's Office

COMMENT: At the Special City Council Meeting of March 30, 2026, the City Council directed the City Manager to establish individual employment agreements for executive management positions, including Department Directors, the Deputy City Manager, and the Assistant City Manager.

Currently, these positions are governed by the City's Employee Pay and Benefits Plan. The proposed Resolution would transition these roles to individual employment agreements, a common practice in Council–Manager forms of government that provides greater flexibility to recruit, retain, and manage executive leadership.

Under this approach, the City Manager will be authorized to negotiate and execute employment agreements, subject to City Attorney review and the City Council's adopted budget. All positions will remain at-will and serve at the pleasure of the City Manager, consistent with the City Charter.

Employment agreements will establish clear expectations for performance, accountability, and professional conduct. This includes measurable performance objectives aligned with City Council priorities, regular evaluations by the City Manager, and adherence to the City's Code of Ethics.

This framework strengthens accountability, aligns executive leadership with organizational goals, and maintains the City Council's fiscal oversight.

RECOMMENDATION: That the City Council adopt a Resolution authorizing the use of individual employment agreements for the positions of Deputy City Manager, Assistant City Manager, and Department Directors, and authorizing the City Manager to execute such agreements, subject to review and approval by the City Attorney and consistent with the City Council's adopted budget.

ATTACHMENTS:

1. Draft Code of Ethics
2. Draft Resolution

Appropriated/Funded:

Review By:

Department Director:
Richard Tree, City Manager

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

| CITY OF PORTERVILLE<br>ADMINISTRATIVE POLICY | Number IV-A-1<br>Date<br>Amended<br>Authority Administration |
|---|---|
| SUBJECT: **EMPLOYEE CODE OF ETHICS** | City Manager |

PURPOSE:

The purpose of this Code of Ethics is to ensure that all City of Porterville employees, including executive management, understand and uphold their responsibility to maintain the highest standards of integrity, professionalism, and public trust in the performance of their duties.

CORE ETHICAL PRINCIPLES:

Employees shall adhere to the following core principles:

- Integrity: Act honestly and ethically in all matters;
- Accountability: Accept responsibility for decisions and actions;
- Transparency: Conduct business in an open and accessible manner;
- Stewardship: Protect and responsibly use public resources;
- Respect: Treat all individuals with fairness and professionalism;
- Public Trust: Uphold the confidence placed in public service.

POLICY:

**AS A CITY OF PORTERVILLE EMPLOYEE,** my fundamental duty is to serve the public; to support the safety, health, and well-being of the community; to safeguard public resources; and to uphold the principles of fairness, integrity, and respect for all individuals.

**I WILL** conduct myself with honesty and integrity in both my personal and professional life, recognizing that my actions reflect upon the City. I will comply with all laws, regulations, and policies, and will perform my duties to the best of my ability with diligence, accountability, and professionalism.

**I WILL** treat all members of the public, coworkers, and officials with respect, courtesy, and impartiality. I will not allow personal feelings, biases, or relationships to influence my decisions or actions, and I will strive to ensure equitable treatment for all.

**I WILL** protect and responsibly use public funds, property, equipment, and information entrusted to me. Use of City resources shall be for official business purposes only unless expressly authorized. I will not use my position for personal gain, nor will I accept gifts, favors, or advantages that could compromise or appear to compromise my judgment or integrity.

**I WILL** maintain confidentiality of information entrusted to me in the course of my duties and will only disclose such information when authorized or legally required.

**I WILL** strive for excellence by continually improving my knowledge, skills, and performance, and by supporting a culture of collaboration, innovation, and accountability within the organization.

**I WILL** use City technology systems, including digital platforms and artificial intelligence tools, in a responsible, secure, and ethical manner, ensuring the protection of data and the integrity of City operations.

**I WILL** be mindful of the impact of my actions on the community and my colleagues, and I will act in a manner that promotes public confidence in the City and its services.

**I RECOGNIZE** that my role as a City employee is a position of public trust. I accept this responsibility and will strive to uphold the highest ethical standards, dedicating myself to serving the community with integrity, professionalism, and respect.

## CONFLICTS OF INTEREST:

Employees shall avoid any situation in which personal, financial, or other interests' conflict, or appear to conflict, with the interests of the City. Employees shall disclose potential conflicts and recuse themselves from decision-making where appropriate.

## APPLICABILITY AND EXECUTIVE RESPONSIBILITY:

This Code of Ethics applies to all employees of the City of Porterville, including Department Directors, the Deputy City Manager, Assistant City Manager, and all executive management positions.

Executive management employees are expected to:

- Model ethical leadership and decision-making;
- Promote a culture of integrity, accountability, and professionalism;

- Ensure compliance with this policy within their departments; and
- Integrate ethical standards into performance management and organizational practices.

REPORTING AND ACCOUNTABILITY:

Employees are expected and encouraged to report suspected violations of this Code of Ethics through appropriate channels. The city prohibits retaliation against any employee who reports a concern in good faith.

TRAINING AND ACKNOWLEDGMENT:

All employees shall receive training on this Code of Ethics and acknowledge their understanding as a condition of employment. Periodic refresher training may be required to ensure ongoing compliance.

ENFORCEMENT:

Failure to adhere to this Code of Ethics may result in disciplinary action, up to and including termination, consistent with applicable laws, City policies, and administrative procedures. Violations of this Code may also be considered in performance evaluations, including for executive management employees.

ADMINISTRATION:

The City Manager shall be responsible for the administration and implementation of this policy and may establish procedures necessary to ensure compliance and consistent application.

EFFECTIVE DATE:

This policy shall become effective upon adoption by the City Council and shall remain in effect until amended or repealed.

**RESOLUTION NO. _____ - 2026**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE ADOPTING A POLICY AUTHORIZING INDIVIDUAL EMPLOYMENT AGREEMENTS FOR DEPARTMENT DIRECTORS AND REMOVING DEPARTMENT DIRECTOR CLASSIFICATIONS FROM THE CITY'S EMPLOYEE PAY AND BENEFITS PLAN

WHEREAS, the City of Porterville is a charter city organized and operating under its City Charter and the Constitution of the State of California, which vests the administration of City affairs in the City Manager under the direction of the City Council; and

WHEREAS, under the Council–Manager form of government, the City Council establishes policy direction for the City while the City Manager is responsible for the administration and management of City operations; and

WHEREAS, Department Directors serve as executive management employees responsible for administering City departments and implementing policies and strategic priorities established by the City Council and administered by the City Manager; and

WHEREAS, Department Directors serve at the pleasure of the City Manager, who is responsible for the recruitment, supervision, and evaluation of executive staff; and

WHEREAS, the City currently employs Department Directors under the provisions of the City's Employee Pay and Benefits Plan, which establishes standardized salary ranges and benefit structures for employees of the City; and

WHEREAS, many municipalities operating under the Council–Manager form of government utilize individual employment agreements for executive-level positions, including department directors, in order to recruit and retain highly qualified candidates and to establish clear expectations regarding executive leadership responsibilities; and

WHEREAS, authorizing the use of individual employment agreements for Department Directors will provide the City Manager with appropriate flexibility to recruit, retain, and manage executive leadership while maintaining the City Council's authority over the City's annual budget; and

WHEREAS, the City Council desires to authorize the use of employment agreements for Department Directors and remove Department Director classifications from the City's Employee Pay and Benefits Plan in order to modernize the City's executive employment structure and align it with common practices used by charter cities operating under a Council–Manager form of government.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF PORTERVILLE DOES HEREBY RESOLVE AS FOLLOWS:

**Section 1. Adoption of Policy**
The City Council hereby adopts the Policy for Executive Employment Agreements for Department Directors, attached hereto as Exhibit A and incorporated herein by reference.

**Section 2. Removal from Employee Pay and Benefits Plan**
Department Director classifications are hereby removed from the City of Porterville Employee Pay and Benefits Plan and shall instead be governed by individual employment agreements executed pursuant to the adopted policy.

**Section 3. Authority of the City Manager**
The City Manager is authorized to negotiate and execute individual employment agreements with Department Directors, consistent with the adopted policy.

Department Directors shall serve at the pleasure of the City Manager, and nothing in this Resolution or any employment agreement executed pursuant to this Resolution shall be construed to create a property interest in employment or to alter the at-will nature of executive employment.

The negotiation and administration of such agreements shall be an administrative function of the City Manager.

**Section 4. Performance Expectations and Standards of Conduct**
Employment agreements executed pursuant to this Resolution shall include provisions establishing performance expectations, evaluation procedures, and standards of professional conduct applicable to Department Directors.

Such provisions may include, but are not limited to:

- Performance objectives aligned with the strategic priorities of the City Council and operational goals established by the City Manager;
- Periodic performance evaluations conducted by the City Manager;
- Compliance with the City's policies, including the City of Porterville Employee Code of Ethics, and applicable laws;
- Expectations related to professional leadership, fiscal stewardship, and public service.

**Section 5. Legal Review**
All employment agreements executed pursuant to this Resolution shall be reviewed and approved by the City Attorney prior to execution.

**Section 6. Budgetary Authority**
Compensation and benefits established in any employment agreement executed pursuant to this Resolution shall be subject to the availability of funds appropriated through the City's annual budget adopted by the City Council.

Nothing in this Resolution shall alter or limit the City Council's authority to approve the City's annual budget.

**Section 7. Implementation Through Personnel Rules**
The City Manager is authorized and directed to implement the Policy for Executive Employment Agreements for Department Directors through the City's Personnel Rules, administrative policies, or other procedures as necessary to ensure consistent administration of executive employment agreements.

**Section 8. Administrative Authority**
Nothing in this Resolution shall be interpreted to limit the administrative authority of the City Manager to organize, assign, and manage executive staff consistent with the City Charter.

**Section 9. Applicability**
This Resolution shall apply to Department Director appointments and employment agreements executed after the effective date of this Resolution, unless otherwise determined by the City Manager.

**Section 10. Severability**
If any provision of this Resolution or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions of this Resolution that can be given effect without the invalid provision.

**Section 11. Effective Date**
This Resolution shall take effect immediately upon adoption.

PASSED, APPROVED, AND ADOPTED this ____ day of _____, 2026.

_____
Greg Meister, Mayor

ATTEST:
Richard Tree, City Clerk

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

**Exhibit A**

## POLICY FOR EXECUTIVE EMPLOYMENT AGREEMENTS FOR DEPARTMENT DIRECTORS

### 1. PURPOSE

The purpose of this policy is to authorize the use of individual employment agreements for Department Directors in order to provide the City Manager with the flexibility necessary to recruit, retain, and manage highly qualified executive leadership.

This policy is intended to align the City's executive employment practices with the Council–Manager form of government, in which the City Council establishes policy direction and the City Manager is responsible for the administration and management of City operations.

### 2. APPLICABILITY

This policy applies to Department Director positions and other executive management positions designated by the City Manager.

For purposes of this policy, Department Director means the executive management employee appointed by the City Manager to administer a City department and oversee the implementation of policies adopted by the City Council.

Positions covered by this policy shall not be governed by the City's Employee Pay and Benefits Plan, except where specifically referenced in an individual employment agreement.

### 3. AUTHORITY

Department Directors shall serve at the pleasure of the City Manager.

The City Manager is authorized to recruit, appoint, supervise, evaluate, and remove Department Directors, consistent with the City Charter and applicable law.

The City Manager is further authorized to negotiate and execute individual employment agreements with Department Directors pursuant to this policy.

All employment agreements executed pursuant to this policy shall be reviewed and approved by the City Attorney prior to execution.

Nothing in this policy shall be construed to create a property interest in employment.

## 4. TERMS OF EMPLOYMENT AGREEMENTS

Employment agreements for Department Directors may establish the terms and conditions of employment including, but not limited to:

- Compensation;
- Benefits;
- Duties and responsibilities;
- Performance expectations;
- Evaluation procedures;
- Leave provisions;
- Professional development;
- Termination provisions;
- Severance provisions;
- Ethical and professional conduct expectations;
- Other administrative provisions determined by the City Manager.

The specific terms of each agreement shall be determined by the City Manager based on the operational needs of the City and the qualifications of the individual employee.

## 5. PERFORMANCE MANAGEMENT

Employment agreements shall include provisions establishing performance expectations and evaluation procedures for Department Directors.

Performance expectations may include, but are not limited to:

- Advancement of the strategic priorities established by the City Council;
- Achievement of department operational goals established by the City Manager;
- Responsible financial and budget management;
- Effective leadership and management of department personnel;
- Delivery of high-quality public services.

Department Directors shall be periodically evaluated by the City Manager based on these expectations.

Performance expectations may include measurable objectives related to service delivery, operational efficiency, fiscal stewardship, leadership effectiveness, and implementation of City Council policy priorities.

## 6. STANDARDS OF PROFESSIONAL CONDUCT

Department Directors shall maintain the highest standards of professional conduct and public service consistent with the responsibilities of executive municipal leadership.

Directors shall comply with:

- All applicable federal, state, and local laws;
- The City's policies and administrative regulations;
- Ethical obligations associated with public service;
- Standards of integrity, accountability, and professional leadership.

Failure to maintain these standards may result in disciplinary action or termination.

## 7. PROFESSIONAL DEVELOPMENT

The City Manager may authorize professional development opportunities for Department Directors, including:

- Professional training programs;
- Conferences and professional associations;
- Leadership development programs.

Such opportunities are intended to support the continuous improvement of executive leadership within the City organization.

## 8. BUDGETARY LIMITATION

Compensation and benefits established in any employment agreement executed pursuant to this policy shall be subject to the availability of funds appropriated through the City's annual budget adopted by the City Council.

Nothing in this policy shall alter the City Council's authority to approve the City's annual budget.

## 9. ADMINISTRATION

The City Manager shall be responsible for the administration and implementation of this policy and may adopt administrative procedures necessary to carry out its provisions.

**10. PUBLIC RECORDS**

Employment agreements executed pursuant to this policy shall be maintained as public records in accordance with applicable laws.

**11. EFFECTIVE DATE**

This policy shall become effective upon adoption by the City Council.

SUBJECT: Authorize Advertisement of a Request for Proposals for Solid Waste, Recycling, and Organics Services

SOURCE: Transportation

COMMENT: The City currently provides solid waste collection, recycling, and organics services through an in-house service model, which is essential to maintaining public health, environmental compliance, and overall community quality of life.

The regulatory environment governing these services continues to evolve, particularly with State requirements related to organic waste diversion (SB 1383) and the California Air Resources Board's Advanced Clean Fleets Rule. Recent developments indicate that these regulations may be expanded to include private fleets operating under municipal franchise agreements or long-term contracts, further increasing compliance requirements across all service delivery models.

To ensure long-term service sustainability and cost efficiency, staff is evaluating alternative service delivery models and is requesting authorization to advertise a Request for Proposals (RFP) for solid waste, recycling, and organics services. The intent of the RFP is to evaluate service delivery options, not to pre-determine a transition to a franchised model, and to allow for a comparison between a franchised service model and the City's current in-house operations.

The RFP process will allow the City to assess regulatory compliance, service levels, and overall cost structure under different operating models. Given the increasing regulatory demands, evaluating alternative approaches will help the City identify the most effective strategy to manage costs, maintain service quality, and ensure compliance.

There is no direct external cost to issue the RFP, as it will be completed using existing staff resources. Should the City Council ultimately transition to a franchised service model, the City could realize General Fund revenue through franchise fees estimated between $1.5 million and $2.0 million annually. Actual amounts will depend on proposals received and final negotiated terms. A full financial analysis and service comparison will be presented to the City Council upon completion of the RFP process.

This effort aligns with City Council priorities by improving service delivery, enhancing cost efficiency, supporting long-term financial sustainability, and identifying opportunities to strengthen General Fund revenues.

The City has informed the affected labor group and will continue to engage with employee representatives throughout the process. If a transition is recommended, the RFP will require proposers to offer employment opportunities to existing City employees performing these services, with comparable wages and benefits, subject to proposer qualifications and labor agreements.

Regardless of the service delivery model, the City will retain authority over service standards, rates, and performance expectations to ensure accountability and continued service to the community.

Issuing the RFP does not commit the City to any change in service delivery. Staff will return to the City Council within approximately 90 to 120 days with the results, a comparison of service options, and a recommendation. Failure to evaluate alternative service delivery models may limit the City's ability to respond effectively to increasing regulatory requirements and cost pressures.

RECOMMENDATION: That the City Council authorize staff to prepare and advertise a Request for Proposals (RFP) for solid waste, recycling, and organics services and return to the City Council with a comprehensive evaluation of service delivery options and a recommendation for future action.

ATTACHMENTS:

Appropriated/Funded:

Review By:

Department Director:
Russell Isom, Director of Transportation

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