



**CITY COUNCIL AGENDA
CITY HALL, 291 N. MAIN STREET, PORTERVILLE, CA 93257
AND RONALD REAGAN UCLA MEDICAL CENTER,
757 WESTWOOD PLAZA, RM 7625, LOS ANGELES, CA 90095
APRIL 3, 2018, 5:30 PM**

Call to Order

Roll Call

ORAL COMMUNICATIONS

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

CITY COUNCIL CLOSED SESSION:

A. Closed Session Pursuant to:

- 1** - Government Code Section 54956.8 – Conference with Real Property Negotiators/Property: APN: 253-171-003 and 253-171-004. Agency Negotiator: John Lollis. Negotiating Parties: City of Porterville and Smith's Enterprises. Under Negotiation: Terms and Price.
- 2** - Government Code Section 54957.6 – Conference with Labor Negotiator. Agency Negotiator: John Lollis, Patrice Hildreth, Che Johnson, and Matt Pierce. Employee Organizations: Porterville Peace Officers Association; Public Safety Support Unit; Porterville City Employees Association; Management & Confidential Series; Fire Officer Series; Porterville City Firefighters Association; and Unrepresented Management Employees.
- 3**- Government Code Section 54956.9(d)(1) – Conference with Legal Counsel – Existing Litigation: City of Porterville v. Greg L. Woodard and Cinda D. Woodard, Trustees of the Woodard Family Revocable Trust of August 10, 2006, Tulare County Superior Court Case No. 273165.
- 4** - Government Code Section 54956.9(d) (3) – Conference with Legal Counsel – Anticipated Litigation – Significant Exposure to Litigation: One case in which facts are not yet known to potential plaintiff.
- 5** - Government Code Section 54956.9(d)(4) – Conference with Legal Counsel – Anticipated Litigation – Initiation of Litigation: Two cases.

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

Pledge of Allegiance Led by Council Member Monte Reyes

Invocation

PRESENTATIONS

Employee of the Month - Shauna Biagio

AB 1234 REPORTS

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

1. Council of Cities - March 21, 2018

REPORTS

This is the time for all staff informational items.

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.

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. Authorization to Purchase Police Vehicle**
Re: Considering authorization to enter into negotiations for the purchase of a police vehicle for an amount not to exceed \$30,000.
- 2. Authorization to Purchase Personal Protective Equipment, Hand-held Radios, Fire Hose and Self Contained Breathing Apparatus Cylinders**
Re: Considering approval of the purchase of Fire Department equipment from Curtis Tools for Heroes, Vincent Communications, and Allstar Fire Equipment Inc. for a total cost of \$149,335.47.
- 3. Authorization to Distribute Request for Qualifications For On-Call Consulting Services and a Resolution Affirming the Use of Caltrans Procedures for the Procurement of Consultants on State or Federally Funded Projects**
Re: Considering authorization to distribute a Request for Qualifications for On-Call Consulting Services, and approval of the draft resolution affirming the use of Caltrans procedures for the procurement of consultants on State or Federally funded projects.
- 4. Authorization to Advertise for Bids for Various Concrete and ADA Improvement Projects**
Re: Considering approval of staff's recommended Plans and Project Manual for the project consisting of improvements along Porterville City Hall, along the Centennial Plaza

Building, a portion of concrete curb, gutter and sidewalk along Second Street and Third Street, and improvements at the Porterville Police Department Shooting Range; negotiation for construction surveying services; and the appropriation of \$36,801.40 from Local Transportation funds.

- 5. Intent To Set a Public Hearing Moving to Phase III of the City's Water Conservation Plan**
Re: Considering approval to schedule a public hearing on April 17, 2018, to consider the transition from Phase IV to Phase III of the City's Water Conservation Plan.
- 6. Amendment to Traffic Resolution No. 10-2001 - Remove Diagonal Parking on S. Hockett Street**
Re: Considering approval of a resolution to amend Section 23-2 of Traffic Resolution No. 10-2001, repeal the adopted diagonal parking requirement, and direct staff to implement marked parallel parking on the west side of Hockett Street between Vine Avenue and Olive Avenue.
- 7. Authorization to Accept FY 2017 State Homeland Security Grant in the Amount of \$32,977**
Re: Considering approval of the acceptance of \$32,977 in grant funds for the purchase of a battery powered hydraulic extrication system.
- 8. Request for Will Serve Letter to Extend Water Services to County Land Division Project at 1796 E. Springville Drive (Clinton W & Cathy M Johnson)**
Re: Considering approval of a request from Tulare County Resources Management Agency (TC RMA) to provide a will serve letter for extension of water services to the property currently proposed for a land division project at 1796 E. Springville Drive.
- 9. WildPlaces Mural Maintenance Agreement Renewal**
Re: Considering approval to renew the five year mural maintenance agreement between the City of Porterville and WildPlaces.
- 10. Police Officer Cadet Classification Approval**
Re: Considering the establishment of a new Police Officer Cadet Position within the Police Department.
- 11. Request for Proclamation - Arbor Day - April 27, 2018**
Re: Considering approval of a request to proclaim April 27, 2018, as "Arbor Day" in the city of Porterville.
- 12. Request for Proclamation - Iris Festival Day - April 28, 2018**
Re: Considering approval of a request to proclaim April 28, 2018, as "Iris Festival Day."

13. **Request for Proclamation - Volunteer Appreciation Week - April 15-21, 2018**
Re: Considering approval of a request to proclaim April 15-21, 2018, as "Volunteer Appreciation Week" in the City of Porterville.
14. **Request for Proclamation - Child Abuse Prevention and Awareness Month - April 2018**
Re: Consideration of a request to proclaim April 2018 as "Child Abuse Prevention and Awareness Month" in Porterville.
15. **Approval for Community Civic Event - Porterville Chamber of Commerce - 20th Annual Porterville Iris Festival - April 28, 2018.**
Re: Considering approval of an event to take place on Saturday, April 28, 2018, from 9:00 a.m. to 4:00 p.m., and approval of street closures and public property usage in the downtown area from 3:00 a.m. to 7:00 p.m.
16. **Approval for Community Civic Event - Comision Honorifica Mexicana- Americana - Cinco de Mayo Parade and Fiesta Dominguera - May 5-6, 2018**
Re: Considering approval of events to take place on Saturday, May 5, 2018, along Main Street from 7:00 a.m. to 1:00 p.m. and Sunday, May 6, 2018, from 10:00 a.m. to 7:00 p.m. at Veterans Park; and approval of requested street closures.
17. **City Council Member Requested Item on April 17, 2018 Agenda - Consider an Ordinance to Exempt the City of Porterville from the California Values Act, and Instead Comply with Federal Law and the U.S. Constitution**
Re: Considering approval of a Council Member request to add an item for consideration on the April 17, 2018 Council Meeting Agenda.

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

PUBLIC HEARINGS

18. **Public Hearing to Receive Public Input Concerning District Maps for City Council Election District Boundaries and the Sequencing of Elections**
Re: A public hearing to receive commentary regarding three maps for consideration depicting potential City Council district boundaries and sequencing of elections.

SCHEDULED MATTERS

19. **Consideration of Partnership with Sierra View Medical Center for Proposed 2018 Farmers Market**
Re: Consideration of the City's partnership with Sierra View Medical Center for the proposed 2018 Farmer's Market.

20. Consideration of Designs for Drought Tolerant Exhibition Garden

Re: Consideration of designs for development of the southeast corner of Morton Avenue and D Street as an exhibition garden for drought tolerant landscape concepts.

21. Status and Review of Declaration of Local Emergency

Re: Consideration of the continuance of the Declaration of Local Emergency.

ORAL COMMUNICATIONS

OTHER MATTERS

CLOSED SESSION

Any Closed Session Items not completed prior to 6:30 p.m. will be considered at this time.

ADJOURNMENT - to the meeting of April 17, 2018.

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, 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 North Main Street, Porterville, CA 93257, and on the City's website at www.ci.porterville.ca.us.



CITY COUNCIL AGENDA – APRIL 3, 2018

SUBJECT: Authorization to Purchase Police Vehicle

SOURCE: Police

COMMENT: The Porterville Police Department currently has an auto theft investigator participating in the Tulare Reduce Auto Theft Task Force (TRATT), and the investigator is currently assigned an undercover vehicle provided by TRATT through a program with the National Insurance Crime Bureau (NICB). When a vehicle is provided by NICB, the department assumes all maintenance and operation costs associated with the vehicle.

During a recent Department vehicle assessment, conducted in preparation of the upcoming budget cycle, it was determined that this vehicle was in need of replacement due to both its condition and extremely high mileage in excess of 140,000 miles. Obtaining a vehicle through NICB is difficult and can only be done through the TRATT Supervisor. When contacted, current TRATT supervisor Sergeant Chris Boudreaux informed staff that there are current difficulties in obtaining newer NICB vehicles. He further stated that two of his task force members drive NICB provided vehicles which are both in significant need of replacement. Sergeant Boudreaux also said that the NICB program is struggling and there is no known time frame for availability of this replacement.

Based on the above, the Department is requesting authorization to replace the current NICB provided vehicle. It is the intention of the Department to purchase this vehicle under the following criteria:

- 1) The total price of the vehicle, taxes and other fees are not to exceed \$30,000;
- 2) The priority will be that the vehicle is purchased from a local car lot;
- 3) The vehicle must be a 2016 or newer (new and used vehicles will be considered);
- 4) If a used vehicle is purchased, it must have less than 20,000 miles; and
- 5) If a used vehicle is purchased, it must pass inspection from City Shop.

Funding for this vehicle is available through AB 286 funding. AB 286 funding are monies received by the County based on vehicle registrations in each jurisdiction and are specifically required to be expended on auto theft investigation related items. The monies are held by the County until a jurisdiction submits a request for approval of expenditures to the Governing Control Board, which is comprised of designated members of the Tulare County

Police Chiefs Association. The Department has submitted this request and has received approval from the Board.

RECOMMENDATION: That the City Council:

1. Authorize Police Staff to identify and enter negotiations for the purchase of a Police Vehicle in an amount not to exceed \$30,000, as set forth above; and
2. Authorize payment upon satisfactory delivery of the vehicle.

ATTACHMENTS:

Appropriated/Funded:

Review By:

Department Director:

Eric Kroutil, Police Chief

Final Approver: John Lollis, City Manager



CITY COUNCIL AGENDA – APRIL 3, 2018

SUBJECT: Authorization to Purchase Personal Protective Equipment, Hand-held Radios, Fire Hose and Self Contained Breathing Apparatus Cylinders

SOURCE: Fire

COMMENT: A recent comprehensive review of existing Fire Department equipment found four types of equipment that need to be replaced as soon as possible. The basis of this conclusion is focused on National Fire Protection Association (NFPA) standards. By comparing equipment in the Department's collection to the NFPA standards, it is clear that Porterville struggles with some obsolete technology, or equipment past its service life.

Personal protective equipment (PPE)

Pursuant to NFPA standards, PPE shall be replaced at 10 year intervals; this Department's situation is more urgent because some of the sets are due to time out this calendar year. Further, the industry standard is to provide two sets of PPE to each member of a Fire Department so that when a firefighter's PPE is damaged and needs to go out for repair, they are not forced to wear someone else's PPE, which may not always fit them and could leave a firefighter without the ability to be deployed on an "all call back" fire. This will also cut down on the risk of exposure to cancer-causing substances that are a byproduct of a structure fire by allowing one set to be washed after a fire while keeping the firefighter in a state of operational readiness.

The total cost to replace outdated PPE and outfit all members of the Department with a second set will be \$70,766.27 from L.N. Curtis tools for life . Of this total, \$20,522.22 will come from Measure H, in accordance with the standard percentage share, and \$31,399.05 will come from the General Fund one-time monies. The additional \$18,845 will be funded through a recently established, partially funded, equipment replacement fund.

Hand-held radios

A second priority item that was identified are the hand-held radios. The radios that the Department issues to all officers, and are used by all members, are at an age that the manufacturer no longer makes parts for them. It is a documented fact in the fire service that a large percentage of firefighter injuries and death are the direct result of the lack of good communication on the fire scene. The replacement of these radios are essential to keep the Department functioning at all emergency scenes with safe and effective communication. The total cost to

replace the radios (eleven in total) will be \$22,761.19 from Vincent communications. Of this amount, \$4,138.40 will be provided through Measure H, and \$18,622.79 from the General Fund one-time monies.

Fire hose

The third item identified is fire hose; the age of the hose on all the front line engines is inadequate. Most of the front line engines have hose that is in excess of 15-20 years old and is due to be replaced. Staff is recommending that the City purchase enough hose to replace all the 1¾” and 3” hose for all front line engines at a cost of \$15,318.30 from All Star fire equipment . The sizes that have been identified to be replaced are the hoses that are used directly on the fire scene for fire attack and experience the most extreme use.

Self-contained breathing apparatus (SCBA) cylinders

The fourth item that needs to be replaced are the self-contained breathing apparatus cylinders. The Fire Department has 46 (of 50) cylinders that will be timing out this year and urgently need to be replaced. Staff is recommending that the City purchase all the cylinders that have been requested from equipment replacement funds in the amount of \$ 40,754.83 from All Star fire equipment

In total, the overall cost of these purchases is \$149,335.47 from three funding sources. The breakdown is as follows:

Item	General Fund	Measure H Funds	Equipment Replacement	Total Item Cost
PPE	\$31,399.05	\$20,522.22	\$18,845.00	\$70,766.27
Hand held radios	\$18,622.79	\$4,138.40	-	\$22,761.19
Hose line	\$15,053.18	-	-	\$15,053.18
SCBA Cylinders	-	-	\$40,754.83	\$40,754.83
Total	\$65,075.02	\$24,660.62	\$59,599.83	\$149,335.47

Staff has requested and received multiple bids (attached) for each item addressed above; the PPE is a sole source acquisition because Globe is the only approved provider of Globe Extreme bunker gear. For the SCBA cylinders, staff received three bids, however, one of the bids was non-responsive.

The equipment in this report has no set funding source for equipment depreciation. The approval of these one-time funds will provide relief to allow the Department to establish and build up a depreciation (equipment replacement) account so that by the end of the useful life of this equipment, monies will be available for the future replacement.

RECOMMENDATION: That the City Council authorize the purchase of Fire Department equipment from the defined accounts.

ATTACHMENTS: 1. Bid for PPE
2. Hand-held radio bids

3. Bids for Hose Line
4. Bids for SCBA

Appropriated/Funded:

Review By:

Department Director:

Dave LaPere, Fire Chief

Final Approver: John Lollis, City Manager

Done

Estimate_2715529



Ph: 510-839-5111
 TF: 800-443-3556
 Fax: 510-839-5325
 oaksales@lncurtis.com
 DUNS#: 00-922-4163



Pacific North Division
 1800 Peralta Street
 Oakland, CA 94607
 www.LNCURTIS.com
 Quotation No. 82100

Quotation

CUSTOMER: Porterville City Fire Department 291 North Main Street Porterville CA 93257	SHIP TO: Porterville City Fire Department 40 West Cleveland Avenue Porterville CA 93257	QUOTATION NO. 82100	ISSUED DATE 2/26/2018	EXPIRATION DATE 4/27/2018
		SALESPERSON Chris Parano cparano@lncurtis.com 559-301-5156	CUSTOMER SERVICE REP Nathan Belcher nbelcher@lncurtis.com 510-268-3322	

REQUISITION NO.	REQUESTING PARTY	CUSTOMER NO.	TERMS	OFFER CLASS
	Mike Hildreth	C36150	Net 30	FR

F.O.B.	SHIP VIA	REQ. DELIVERY DATE
DEST	Best Way	

NOTES & DISCLAIMERS
 THANK YOU FOR THIS OPPORTUNITY TO QUOTE. WE ARE PLEASED TO OFFER REQUESTED ITEMS AS FOLLOWS. IF YOU HAVE ANY QUESTIONS, NEED ADDITIONAL INFORMATION, OR WOULD LIKE TO PLACE AN ORDER, PLEASE CONTACT YOUR SALESPERSON OR CUSTOMER SERVICE REP AS NOTED ABOVE.
 TRANSPORTATION IS INCLUDED IN BELOW PRICING.

LN	QTY	UNIT	PART NUMBER	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1	33	EA	G-XTREME 3.0 JACKET - GLOBE CUSTOM	AS FOLLOWS:	\$1,135.00	\$37,455.00
2	33	PR	G-XTREME 3.0 PANTS - GLOBE CUSTOM	AS FOLLOWS:	\$846.00	\$27,918.00

DUNS NUMBER: 009224163
 SIC CODE: 5099
 FEDERAL TAX ID: 94-1214350

THIS PRICING REMAINS FIRM UNTIL 4/27/2018. CONTACT US FOR UPDATED PRICING AFTER THIS DATE.

Subtotal	\$65,373.00
Tax Total	\$5,393.27
Transportation	\$0.00
Total	\$70,766.27



COMMUNICATIONS, INC.

5773 E. Shields Ave.
 Fresno, CA 93727
 559-292-7010
 559-292-7132 Fax

Quote

Customer No.: PORTERVILLE
 Quote No.: 48884

Quote To: **City of Porterville**
 40 W. Cleveland
 Porterville, CA 93257

Ship To: **City of Porterville**
 40 W. Cleveland
 Porterville, CA 93257

(559) 782-7468

Date	Ship Via	F.O.B.	Terms		
03/01/18	UPS Ground	Origin	Net 30		
Purchase Order Number		Sales Person	Required		
		Scott V	03/01/18		
Quantity		Item Number	Description	Unit Price	Amount
Required	Shipped	B.O.			

NASPO Contract Pricing

11			KNGP150-CMD	Relm KNGP150CMD Handheld VHF, 6 Watts, 5000 Channels, w/ Multi Command Groups Belt clip is included with radio, order all other accessories separately	1445.00	15895.00
11			KAA0818	KNGP150 High Gain Antenna (136 - 174 MHz)	40.00	440.00
11			KAA0120	Relm KNG Series"AA" Battery Clamshell Holder, Orange	42.50	467.50
11			BP0101LIXT	High Capacity Battery KNGP150 3600mAh Li-Ion battery comes w/ belt clip	120.00	1320.00
11			TWC1-BK2	Desk Rapid Rate Charger for Relm KNG Series	49.00	539.00
11			V2-G4BB211	Otto 500 Heavy Duty KNG Speaker Microphone for KNGP150 series	215.00	2365.00

Quote subtotal	21026.50
Sales tax @ 8.25000%	1734.69
Quote total	22761.19

Thank You

Product Search

Two Way Radio Batteries and Accessories > Your Shopping Cart

Your Shopping Cart

Your Cart

Qty	Item	Total
1	KNG-P150 VHF 6 Watt, Digital	\$3,060.95
Subtotal		\$3,060.95

View or Edit Cart

--- YOU MAY ALSO ---



Categories

- POLYMAX BATTERIES
- TACTICAL BRAIDED KITS
- SURVEILLANCE KITS
- HIGH NOISE HEADSETS
- LIGHTWEIGHT HEADSETS
- HIROSE Adaptors
- RADIOS & ACCESSORIES
- TIMES LMR CONNECTORS & TOOLS
- TWO WAY RADIO BATTERIES
- ALKALINE CLAMSHELL PACKS
- HI TEMP Speaker Mic
- SPEAKER MIC'S Stone Mountain
- OTTO COMMUNICATIONS
- RADIO CHARGERS
- CONNECTORS for Vehicular Cable Kits

Item	Price	Quantity	Total
 <p>KNG-P150 VHF 6 Watt, Digital Item Number: KNG-P150 Battery Options: KAA0101 3600MAH LI-Ion OEM Battery Charger Options: PWKNG0300 Power Works Rapid Charger Antenna Options: KAA0810G HD Antenna Keyboard Options: Keypad, Numeric Keypad</p>	\$3,060.95	1	\$3,060.95

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[Battery Analyzers](#)

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With selected items...

Estimate Shipping & Tax

Zip/Postal Code:

Coupons

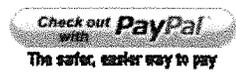
Coupon Code:

Taxes

The following locations are subject to sales tax: California

Subtotal: \$3,060.95
Shipping & Handling: ---
Total: \$3,060.95

--- YOU MAY ALSO ---



New Customer

Checkout without signing in.
 You will have the option to create an account and save your information at the end of the checkout process.

Returning Customer

Log in to save time during the checkout process.

Email Address:

Password: [Forgot Password?](#)

Remember Me



MENU

SHOPPING CART

[PROCEED TO CHECKOUT](#)

BASED ON YOUR SELECTION, YOU MAY BE INTERESTED IN THE FOLLOWING ITEMS:



KNG-P SERIES BTH DUAL MUFF HEADSET

\$299.00

[ADD TO CART](#)

[ADD TO WISHLIST](#)

[ADD TO COMPARE](#)



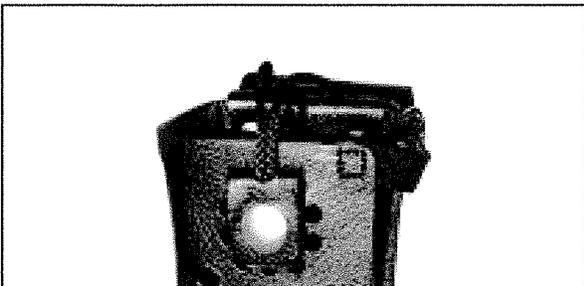
FLIGHT HELMET ADAPTER FOR KNG

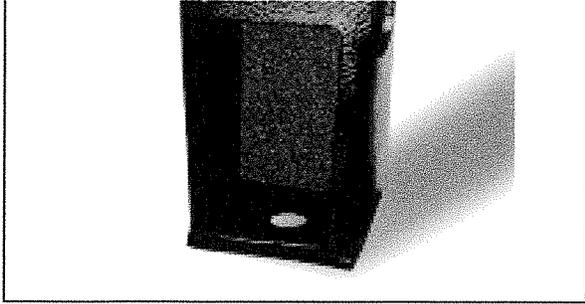
\$325.00

[ADD TO CART](#)

[ADD TO WISHLIST](#)

[ADD TO COMPARE](#)





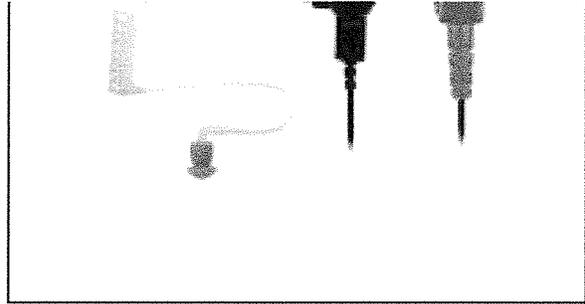
LARGE LEATHER HOLSTER FOR KNG

\$75.00

[ADD TO CART](#)

[ADD TO WISHLIST](#)

[ADD TO COMPARE](#)



2-WIRE SURVEILLANCE MIC FOR KNG P

\$169.95

[ADD TO CART](#)

[ADD TO WISHLIST](#)

[ADD TO COMPARE](#)



10-PIN AUX-FM ADAPTER FOR KNG

\$385.00

[ADD TO CART](#)

[ADD TO WISHLIST](#)

[ADD TO COMPARE](#)

PRODUCT

PRICE

QTY

SUBTOTAL

[EMPTY CART](#)

[UPDATE SHOPPING CART](#) -OR-

[CONTINUE SHOPPING](#)

PRODUCT

PRICE

QTY

SUBTOTAL



**KNG-
P150CMD
VHF 136-
174 MHZ**

\$2,903.00

1

\$2,903.00

*SKU:
HHKNGVHREDKC*

[EMPTY CART](#)

[UPDATE SHOPPING CART](#) -OR-

[CONTINUE SHOPPING](#)

DISCOUNT CODES

[APPLY](#)

ESTIMATE SHIPPING AND TAX

COUNTRY * STATE/PROVINCE *

United States ▼

Please select ▼

[ESTIMATE](#)

SUBTOTAL \$2,903.00

SUBTOTAL \$2,903.00

TAX (CALIFORNIA \$210.47

NON-FEDERAL

ONLY)

TOTAL \$3,113.47

[PROCEED TO CHECKOUT](#)

[PRINT SHOPPING CART](#)

Ph: 510-839-5111
 TF: 800-443-3556
 Fax: 510-839-5325
oaksales@lncurtis.com
 DUNS#: 00-922-4163



Pacific North Division
 1800 Peralta Street
 Oakland, CA 94607
www.LNCURTIS.com
 Quotation No. 82474

Quotation

CUSTOMER: Porterville City Fire Department 291 North Main Street Porterville CA 93257	SHIP TO: Porterville City Fire Department 40 West Cleveland Avenue Porterville CA 93257	QUOTATION NO. 82474	ISSUED DATE 3/1/2018	EXPIRATION DATE 4/30/2018
		SALESPERSON Chris Parano cparano@lncurtis.com 559-301-5156	CUSTOMER SERVICE REP Chris Parano cparano@lncurtis.com 559-301-5156	

REQUISITION NO.	REQUESTING PARTY	CUSTOMER NO.	TERMS	OFFER CLASS
		C36150	Net 30	FR

F.O.B.	SHIP VIA	REQ. DELIVERY DATE
DEST	Best Way	

NOTES & DISCLAIMERS

THANK YOU FOR THIS OPPORTUNITY TO QUOTE. WE ARE PLEASED TO OFFER REQUESTED ITEMS AS FOLLOWS. IF YOU HAVE ANY QUESTIONS, NEED ADDITIONAL INFORMATION, OR WOULD LIKE TO PLACE AN ORDER, PLEASE CONTACT YOUR SALESPERSON OR CUSTOMER SERVICE REP AS NOTED ABOVE.
 TRANSPORTATION IS INCLUDED IN BELOW PRICING.

LN	QTY	UNIT	PART NUMBER	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1	36	EA	PT175X50YEN NAFH	1.75"X50' PT-800 DJ HOSEYEL CPLD. 1.5NH	\$112.00	\$4,032.00
2	36	EA	DB175X50YEN NAFH	1.75X50' CPLD 1.5NH YEL DB800 DURABUILT DJ HOSE	\$118.00	\$4,248.00

DUNS NUMBER: 009224163
 SIC CODE: 5099
 FEDERAL TAX ID: 94-1214350

THIS PRICING REMAINS FIRM UNTIL 4/30/2018. CONTACT US FOR UPDATED PRICING AFTER THIS DATE.

Subtotal	\$8,280.00
Tax Total	\$683.10
Transportation	\$0.00
Total	\$8,963.10

Ph: 510-839-5111
 TF: 800-443-3556
 Fax: 510-839-5325
oaksales@lncurtis.com
 DUNS#: 00-922-4163



Pacific North Division
 1800 Peralta Street
 Oakland, CA 94607
www.LNCURTIS.com
 Quotation No. 82481

Quotation

CUSTOMER: Porterville City Fire Department 291 North Main Street Porterville CA 93257	SHIP TO: Porterville City Fire Department 40 West Cleveland Avenue Porterville CA 93257	QUOTATION NO. 82481	ISSUED DATE 3/1/2018	EXPIRATION DATE 4/30/2018
		SALESPERSON Chris Parano cparano@lncurtis.com 559-301-5156	CUSTOMER SERVICE REP Chris Parano cparano@lncurtis.com 559-301-5156	

REQUISITION NO.	REQUESTING PARTY	CUSTOMER NO. C36150	TERMS Net 30	OFFER CLASS FR
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F.O.B. DEST	SHIP VIA Best Way	REQ. DELIVERY DATE
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TRANSPORTATION IS INCLUDED IN BELOW PRICING.

LN	QTY	UNIT	PART NUMBER	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1	10	EA	PT3X50YEN NAFH	3X50' CPLD 2.5NH YEL PT800 POLY-TUFF DJ HOSE	\$210.00	\$2,100.00
2	10	EA	DB3X50YEN NAFH	3X50' CPLD 2.5NH YEL DB800 DURABUILT DJ HOSE	\$225.00	\$2,250.00

DUNS NUMBER: 009224163
 SIC CODE: 5099
 FEDERAL TAX ID: 94-1214350

THIS PRICING REMAINS FIRM UNTIL 4/30/2018. CONTACT US FOR UPDATED PRICING AFTER THIS DATE.

Subtotal	\$4,350.00
Tax Total	\$358.88
Transportation	\$0.00
Total	\$4,708.88

Ph: 510-839-5111
 TF: 800-443-3556
 Fax: 510-839-5325
oaksales@lncurtis.com
 DUNS#: 00-922-4163



Pacific North Division
 1800 Peralta Street
 Oakland, CA 94607
www.LNCURTIS.com
 Quotation No. 82475

Quotation

CUSTOMER: Porterville City Fire Department 291 North Main Street Porterville CA 93257	SHIP TO: Porterville City Fire Department 40 West Cleveland Avenue Porterville CA 93257	QUOTATION NO. 82475	ISSUED DATE 3/1/2018	EXPIRATION DATE 4/30/2018
		SALESPERSON Chris Parano cparano@lncurtis.com 559-301-5156	CUSTOMER SERVICE REP Chris Parano cparano@lncurtis.com 559-301-5156	

REQUISITION NO.	REQUESTING PARTY	CUSTOMER NO.	TERMS	OFFER CLASS
		C36150	Net 30	FR

F.O.B.	SHIP VIA	REQ. DELIVERY DATE
SP	Best Way	

NOTES & DISCLAIMERS

THANK YOU FOR THIS OPPORTUNITY TO QUOTE. WE ARE PLEASED TO OFFER REQUESTED ITEMS AS FOLLOWS. IF YOU HAVE ANY QUESTIONS, NEED ADDITIONAL INFORMATION, OR WOULD LIKE TO PLACE AN ORDER, PLEASE CONTACT YOUR SALESPERSON OR CUSTOMER SERVICE REP AS NOTED ABOVE.

LN	QTY	UNIT	PART NUMBER	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1	15	EA	187II15X100YFN NAFH	1.5X100' CPLD 1.5NH YEL 187SPEC TYPE II SJ HOSE	\$118.00	\$1,770.00
2	15	EA	18715X100PFN NAFH	1.5X100' CPLD 1.5NH PLAIN 187 TYPE I FORESTRY HOSE	\$94.00	\$1,410.00

DUNS NUMBER: 009224163
 SIC CODE: 5099
 FEDERAL TAX ID: 94-1214350

THIS PRICING REMAINS FIRM UNTIL 4/30/2018. CONTACT US FOR UPDATED PRICING AFTER THIS DATE.

Subtotal	\$3,180.00
Tax Total	\$262.35
Transportation*	\$0.00
*(to be added when order ships)	
Total	\$3,442.35



4343 Viewridge Ave.
 Suite A
 San Diego, CA 92123

Quote

Date 2/28/2018
Quote # QT1158745
Expires 3/30/2018
Sales Rep Kramer, Douglas S
PO #
Shipping Method FedEx Ground

Bill To
 ATTN: KIRK LOWERY
 PORTERVILLE FIRE DEPART..
 40 W CLEVELAND AVE
 PORTERVILLE CA 93257-3649

Ship To
 ATTN: KIRK LOWERY
 PORTERVILLE FIRE DEPARTMENT
 40 W CLEVELAND AVE
 PORTERVILLE CA 93257-3649

Item	Alt. Item #	Units	Description	QTY	Unit Sales Pri...	Amount
DJ17TB			DJ8001.75X50NSTTAN Double Jacket Structure Hose , Rubber Lining, Color Tan	36	104.00	3,744.00

Subtotal 3,744.00
Shipping Cost (FedEx Ground) 0.00
Tax Total 308.88
Total \$4,052.88

This Quotation is subject to any applicable sales tax and shipping & handling charges that may apply. Tax and shipping charges are considered estimated and will be recalculated at the time of shipment to ensure they take into account the most current local tax information.

All returns must be processed within 30 days of receipt and require a return authorization number and are subject to a restocking fee.

Custom orders are not returnable. Effective tax rate will be applicable at the time of invoice.



QT1158745



4343 Viewridge Ave.
Suite A
San Diego, CA 92123

Quote

Date 2/28/2018
Quote # QT1158750
Expires 3/30/2018
Sales Rep Kramer, Douglas S
PO #
Shipping Method FedEx Ground

Bill To
 ATTN: KIRK LOWERY
 PORTERVILLE FIRE DEPART...
 40 W CLEVELAND AVE
 PORTERVILLE CA 93257-3649

Ship To
 ATTN: KIRK LOWERY
 PORTERVILLE FIRE DEPARTMENT
 40 W CLEVELAND AVE
 PORTERVILLE CA 93257-3649

Item	Alt. Item #	Units	Description	QTY	Unit Sales Pri...	Amount
FH15YDFP			FLASH POINT FORESTRY 1.5X100 1.5NST YELLOW	15	120.00	1,800.00

Subtotal 1,800.00
Shipping Cost (FedEx Ground) 0.00
Tax Total 148.50
Total \$1,948.50

This Quotation is subject to any applicable sales tax and shipping & handling charges that may apply. Tax and shipping charges are considered estimated and will be recalculated at the time of shipment to ensure they take into account the most current local tax information.

All returns must be processed within 30 days of receipt and require a return authorization number and are subject to a restocking fee.

Custom orders are not returnable. Effective tax rate will be applicable at the time of invoice.



QT1158750



4343 Viewridge Ave.
 Suite A
 San Diego, CA 92123

Quote

Date 2/28/2018
 Quote # QT1158763
 Expires 3/30/2018
 Sales Rep Kramer, Douglas S
 PO #
 Shipping Method FedEx Ground

Bill To
 ATTN: KIRK LOWERY
 PORTERVILLE FIRE DEPART...
 40 W CLEVELAND AVE
 PORTERVILLE CA 93257-3649

Ship To
 ATTN: KIRK LOWERY
 PORTERVILLE FIRE DEPARTMENT
 40 W CLEVELAND AVE
 PORTERVILLE CA 93257-3649

Item	Alt. Item #	Units	Description	QTY	Unit Sales Pri...	Amount
DJ30TB			DJ8003X2.5X50NSTTAN Double Jacket Structure Hose , Rubber Lining, Color Tan	42	195.00	8,190.00

Subtotal 8,190.00
Shipping Cost (FedEx Ground) 0.00
Tax Total 675.68
Total \$8,865.68

This Quotation is subject to any applicable sales tax and shipping & handling charges that may apply. Tax and shipping charges are considered estimated and will be recalculated at the time of shipment to ensure they take into account the most current local tax information.

All returns must be processed within 30 days of receipt and require a return authorization number and are subject to a restocking fee.

Custom orders are not returnable. Effective tax rate will be applicable at the time of invoice.



QT1158763

ALLSTAR FIRE EQUIPMENT, INC

SALES QUOTE

12328 Lower Azusa Road
Arcadia, California 91006
Phone (626) 652-0900
Fax: (626) 652-0919

Date: February 27, 2018

To: Porterville FD

Attn: Shannon Skiles

Fax:

Per your request, we are pleased to quote on the following:

QTY	UNIT	DESCRIPTION	PRICE	EXTENSION
36	ea	Key Hose DP17-800ECO Tan All Poly DJ Thin Wall Rubber Lined Fire Hose - 1 3/4" x 50' Coupled 1 1/2" NST Aluminum	\$108.15	\$3,893.40
Terms: Net 30				
FOB: Factory				
Delivery: 6-8 Weeks				
			Subtotal	\$3,893.40
			8.50%	\$330.94
			UPS	\$100.00
			TOTAL	\$4,324.34

Quoted By: _____

John Sprengelmeyer - Inside Sales

ALLSTAR FIRE EQUIPMENT, INC

SALES QUOTE

12328 Lower Azusa Road

Arcadia, California 91006

Phone (626) 652-0900

Fax: (626) 652-0919

Date: February 27, 2018

To: Porterville FD

Attn: Shannon Skiles

Fax:

Per your request, we are pleased to quote on the following:

QTY	UNIT	DESCRIPTION	PRICE	EXTENSION
38	ea	Key Hose DP30-800ECO Tan All Poly DJ Thin Wall Rubber Lined Fire Hose - 3" x 50' Coupled - 2 1/2" NST Aluminum	\$208.75	\$7,932.50
		Terms: Net 30 FOB: Factory Delivery: 6-8 Weeks		
			Subtotal	\$7,932.50
			8.50%	\$674.26
			UPS	\$100.00
			TOTAL	\$8,706.76

Quoted By: _____

John Sprengelmeyer - Inside Sales

ALLSTAR FIRE EQUIPMENT, INC

SALES QUOTE

12328 Lower Azusa Road
Arcadia, California 91006
Phone (626) 652-0900
Fax: (626) 652-0919

Date: February 27, 2018

To: Porterville FD

Attn: Shannon Skiles

Fax:

Per your request, we are pleased to quote on the following:

QTY	UNIT	DESCRIPTION	PRICE	EXTENSION
15	ea	Key Hose SP15-600 Yellow All Poly SJ Type II Forestry Fire Hose - 1 1/2" x 100' Coupled NST Aluminum If white hose is required, your cost is \$103.65 Terms: Net 30 FOB: Origin Delivery: Yellow is in stock White is 4-6 weeks	\$118.10	\$1,771.50
			Subtotal	\$1,771.50
			8.50%	\$150.58
			UPS	\$100.00
Quoted By: _____			TOTAL	\$2,022.08

John Sprengelmeyer - Inside Sales



Sales Quote

12328 Lower Azusa Road * Arcadia, California 91006 * Phone 626-652-0900 * Fax 626-652-0920

Date: March 1, 2018

To: Porterville FD
 Attn: Chris Pisani
 E-Mail: cpisani@ci.porterville.ca.us

Per your request, we are pleased to quote on the following.

Qty		Unit	Description	Price	Extension
43		Ea	Scott - p/n 804721-01 / Carbon CGA Cylinder, 30 Minute, 4500 psig with Valve Assembly	\$808.17	\$34,751.31
3		Ea	Scott - p/n 804722-01 / Carbon CGA Cylinder, 45 Minute, 4500 psig with Valve Assembly	\$965.83	\$2,897.49
			Terms: Net 30 FOB: Destination Delivery: 4-6 weeks ARO		
				Subtotal	\$37,648.80
				8.250%	\$3,106.03
				S & H	\$0.00
				Total	\$40,754.83

Quoted by - Rene Reyes
rener@allstarfire.com



CASCADE FIRE
EQUIPMENT COMPANY

P.O. BOX 4248 • MEDFORD, OREGON 97501
(800) 654-7049 • (541) 779-0394 • Fax (541) 779-8847
sales@cascadefire.com • www.cascadefire.com

QUOTE

ACCOUNT 0001373

SHIP TO PORTERVILLE, CITY OF
FINANCE DEPARTMENT
PORTERVILLE CA

DATE	QUOTE NO.	SALESPERSON	TAKEN BY	PAY TYPE
02/27/18	078438	3	Todd	Net 30

LINE	QTY	UNIT	PROD	DESCRIPTION	UNIT PRICE	EXT PRICE
1	43	EA	SC804721-01	30 MIN. CYLINDER CARBON 4500	860.00	36,980.00
2	3	EA	SC804722-01	45 MIN. CYLINDER CARBON 4500	1,028.00	3,084.00

TOTAL FREIGHT	TOTAL TAX	TOTAL
0.00	3,305.28	43,369.28



CITY COUNCIL AGENDA – APRIL 3, 2018

SUBJECT: Authorization to Distribute Request for Qualifications For On-Call Consulting Services and a Resolution Affirming the Use of Caltrans Procedures for the Procurement of Consultants on State or Federally Funded Projects

SOURCE: Community Development

COMMENT: Since 2003, the City of Porterville has maintained an On-Call Consulting Services contract with at least one consulting firm to provide environmental and other specialized services (such as Engineering and Surveying) to the City. In previous years, such consultants were used primarily when there was an identified funding source or for developers wishing to shorten the timeline for recruiting for and bringing a separate consultant on board for a project. With the growing complexity of environmental law and regulations, the need for these services has become more pronounced. For at least the last year, the on-call consultants have been tasked with any project not deemed exempt from the California Environmental Quality Act (CEQA) or National Environmental Policy Act (NEPA).

Consultant services have been utilized on a number of private development projects as well as public works projects that include, but are not limited to, mitigation monitoring, environmental review of parks improvements and Community Development Block Grant (CDBG) projects, road widening and extension projects, and water system expansion. The most recently approved contracts are due for renewal, and so staff is requesting authorization to distribute a Request for Qualifications (RFQ) for On-Call Consulting Services.

The services to be rendered under this contract would consist of, but not be limited to, the preparation of Initial Studies, Negative Declarations, Environmental Impact Reports and where appropriate, Categorical Exclusions, Environmental Assessments, Environmental Impact Studies and other documents as necessary to comply with state and federal environmental guidelines. The selected consultant must have a substantial working knowledge of CEQA and NEPA, and the ability to perform specialized studies such as wetlands delineations, biological surveys, and archaeological surveys and must possess strong writing and communication skills and have a flexible schedule that will allow for attendance at meetings as necessary. Although the Community Development Director or designee will review the consultant's work, the above referenced skills are essential to meeting the City's need.

In addition to the preparation of environmental documents and studies, it is anticipated that the City will have a number of projects requiring on-site

biological and/or archaeological monitoring during construction. Other services typically rendered by the selected firm may also be utilized from time to time. It is intended that the successful consultant will perform on both public and private sector projects.

The City has been notified by Caltrans in regards to the procurement of consultant contracts that the City must affirm by way of resolution that it will use Caltrans procedures as defined in LAPM Chapter 10 whenever a project involves State or Federal funds. Failure to pass and approve such a resolution could lead to sanctions against the City and would place the City on hold for all future State and Federally funded projects. A resolution affirming as such is included for Council review and approval.

Lastly, in response to increased regulatory guidance from Caltrans for state and federally funded transportation projects, as well as similar requirements by State Water Resources Control Boards for certain water projects, the consultants must possess the ability to prepare all documents in a manner compliant with the Caltrans Standard Environmental Reference and Local Agency Procedures Manual. Language to this effect has been added to the RFQ.

RECOMMENDATION: That the City Council:

1. Authorize staff to distribute a Request for Qualifications for On-Call Consulting Services; and
2. Approve the draft resolution affirming the use of Caltrans procedures for the procurement of consultants on State or Federally funded projects.

ATTACHMENTS: 1. Request for Qualifications
 2. Caltrans LAPM Ch 10 Resolution

Appropriated/Funded:

Review By:

Department Director:
Jenni Byers, Community Development Director

Final Approver: John Lollis, City Manager



REQUEST FOR QUALIFICATIONS

**On-Call Environmental Services
JULY 2018 TO JULY 2023**

**PREPARED BY:
DEPARTMENT OF COMMUNITY DEVELOPMENT
PLANNING DIVISION
APRIL 2018**

I INTRODUCTION AND OBJECTIVES:

The City of Porterville (hereinafter referred to as "CITY") is requesting statements of qualifications (SOQs) to establish a list of competent consultants to provide on-call environmental services for multiple Capital Improvement Projects and developer-initiated projects through task orders on an as-needed basis. On-call services are scheduled to begin July 2018 and terminate July 2023.

II EXAMINATION OF PROPOSAL DOCUMENTS:

By submitting a proposal, each CONSULTANT represents that it has thoroughly examined and become familiar with the work required under this RFQ and that it is capable of performing quality work to achieve the objectives of CITY.

III ADDENDA/CLARIFICATIONS:

Any CITY changes to this RFQ will be made by written addendum. No verbal modification shall be binding.

IV PROPOSAL REQUIREMENTS:

Proposals for this project will be accepted at this office until 4:00 p.m., on Monday, May 7, 2018. Three (3) copies of the proposal shall be submitted in a sealed envelope, plainly marked "On-Call Environmental Services Qualifications for the City of Porterville." Cost proposals shall not be submitted until requested by the CITY. Proposals shall be addressed to:

Julie Phillips, Community Development Manager
Community Development Department
City of Porterville
291 N. Main Street
Porterville, CA 93257

The City reserves the right to reject any and all proposals, which do not meet the requirements of this RFQ and/or any portion of the requirements of this project.

V PRE-CONTRACTUAL EXPENSES:

Pre-contractual expenses are defined as expenses incurred by the CONSULTANT in:
1) preparing and reproducing its proposal in response to this RFQ; 2) submitting its proposal to CITY; 3) negotiating with CITY any matter related to this RFQ and CONSULTANT's proposal; 4) other matters prior to the date of award of a Contract.

CITY shall not be liable for any pre-contractual expenses incurred by CONSULTANT in the preparation of proposals. Pre-contractual expenses shall not be included in the cost proposal.

VI EXCEPTIONS/DEVIATIONS:

Any exceptions to the requirements of this RFQ must be included in the CONSULTANT's proposal. Such exceptions must be included as a separate element of the proposal entitled "Exceptions and Deviations."

VII CONSULTANT REPRESENTATIVE:

The CONSULTANT shall assign a responsible representative and an alternate, both of whom shall be identified in the proposal. The CONSULTANT's representative shall remain in responsible charge for the duration of the project. Should the CONSULTANT's primary representative be unable to continue with the project, the CONSULTANT's alternate representative shall become the primary representative. No personnel changes will be acceptable without prior approval by CITY. CITY reserves the right to reject any changes in personnel at any time during the course of this project. CITY also reserves the right to terminate the contract if, in the opinion of CITY, substantial changes in project management may jeopardize the successful completion of this project to the satisfaction of CITY.

VIII LOCAL AGENCY REPRESENTATIVE:

Julie Phillips, Community Development Manager, shall be the Contract Administrator and contact person for all communications with CITY.

IX INSURANCE REQUIREMENTS:

The CONSULTANT shall maintain and provide current copies to CITY of the following minimum insurance coverage for the duration of this project:

- Full liability under Worker's Compensation laws of the State of California
- General comprehensive liability (*bodily injury and property damage*)*
- Professional liability insurance (*errors and omissions*)*
- Automotive liability Insurance*

*All must provide a combined single limit (CSL) of not less than \$1 million per occurrence.

X INDEMNIFICATION:

The CONSULTANT shall indemnify, defend, and hold harmless CITY, its elected and appointed officers, employees agents from and against any and all claims, including attorney's fees and reasonable expenses for litigation or settlement, for any loss, damages, bodily injuries, and loss of property caused by negligent acts, omissions, or willful misconduct by the successful CONSULTANT and its subconsultants arising out of performance of the requirements of the Contract.

XI SUBCONTRACTING:

Only those firms identified in the Contract as subcontractors or subconsultants shall be allowed to perform work for this project. Any amendments to this requirement shall be made in writing by prime CONSULTANT to CITY. CITY has the right to reject any requested amendments at any time during the course of this project.

XII FEDERAL, STATE, AND LOCAL LAWS:

The CONSULTANT shall comply with all federal, state, and local laws, rules, regulations, ordinances, and statutes. In accordance with federal-aid funded projects, Disadvantaged Business Enterprise (DBE) requirements must be met. The DBE participation goal percentage will be established on a project-by-project basis.

XIII PROPOSAL EVALUATION CRITERIA:

Evaluation criteria used to select the CONSULTANT shall include, but not be limited to, the following:

- A. Firm(s) experience with similar projects;
- B. Firm(s) key personnel qualifications/certifications and experience, especially the project manager and individuals performing services;
- C. Firm(s) understanding of the project requirements;
- D. Firm(s) ability to provide the required services in a timely and cost-effective manner to meet the required schedule;
- E. Firm(s) policy in providing Equal Employment Opportunity; and
- F. Firm(s) approach to provide the best product for CITY.

The attached CITY'S Consultant Selection Rating Form shall be used to rate each firm.

XIV CONSULTANT SELECTION AND INTERVIEWS:

CITY selection committee, consisting of the Contract Administrator and at least two additional staff members familiar with the project requirements, will review all proposals and rank CONSULTANTs according to their demonstrated competence and professional qualifications as assessed by their response to this RFQ and the evaluation criteria contained in the CITY'S Consultant Selection Rating Form. The highest ranked CONSULTANT(s) may be invited for oral interviews with CITY team. Interviews, if deemed necessary by CITY, are tentatively scheduled for late May/early June 2018. Each participating firm will be contacted via telephone for verification of interview date and time. Failure to be available at the time of a scheduled interview shall be considered non-responsive and shall be cause for elimination from any further consideration. CITY reserves the right to begin negotiations and enter into a Contract without interviews or further discussion.

XV COST PROPOSAL:

The cost proposal shall not be submitted until requested by the CITY. Negotiations with the top-ranked candidate(s) may begin immediately. If an agreement cannot be reached within ten (10) working days, CITY may begin negotiations with the next selected candidate(s) and proceed. If necessary, this process will continue until either an agreement is reached or CITY elects to re-advertise for new proposals. CITY reserves the right to reject any and all proposals prior to award of a Contract. All cost proposals not opened shall be returned to their respective firms.

XVI CONTRACTS/AGREEMENTS:

The successful CONSULTANTS shall enter into upcoming Contracts with CITY that are based on the contents of this RFQ, the CONSULTANT's proposal, and CITY Contract. Where two or more CONSULTANTS desire to submit a single proposal (joint venture), only one CONSULTANT shall be listed as prime CONSULTANT. All others shall be listed as subconsultants. The list of chosen on-call CONSULTANTS is expected to be presented at the City Council meeting scheduled for Tuesday, July 3, 2018. Issuance of this RFQ and receipt of proposals does not commit CITY to award a Contract. CITY reserves the right to postpone award of a Contract for its own convenience, accept or reject any or all proposals received in response to this RFQ, negotiate with any CONSULTANT on the chosen on-call list, and cancel any or all portions of this RFQ and resulting Contract. CITY also reserves the right to award individual or groups of projects to different firms at the sole discretion of CITY.

XVII COMPENSATION:

- A. All items of work required for completion of the projects to result from this RFQ shall be paid for following the cost proposal format specified in each task order request. Projects that involve Caltrans approval for any phase of the project must follow LAPM Chapter 10 cost proposal format requirements. Costs for any and all items not specifically listed, but required to complete the work for projects (including all exceptions and deviations stated included in CONSULTANT's proposal), shall be included as part of the total cost proposed. No additional compensation shall be paid for such items. No additional compensation shall be given for any reproduction costs, except those in excess of the requirements stated in this RFQ. Only a change in scope or any significant task addition or increase shall receive consideration for additional compensation.
- B. If the CONSULTANT feels that any work it has been directed to perform is beyond the scope of the Contract and constitutes extra work, it shall notify CITY in writing within ten (10) days. CITY will review such notice and, if justified, authorize additional compensation to the CONSULTANT on a fair and equitable basis.
- C. Monthly progress payments will be made to the CONSULTANT only upon submittal of invoices to CITY. Said invoice shall indicate the percentage completion of each task, as well as the overall percentage completion of the entire project. In addition, an updated schedule showing tasks and their degree of completion shall be provided.

XVIII OWNERSHIP OF REPORTS AND DOCUMENTS:

Originals of all documents, letters, drawings, design calculations, estimates, specifications, and other documents and data produced under the terms of the Contract shall become the property of CITY. CITY shall retain all rights in copyright. Copies may be made and retained by the CONSULTANT for its records, but shall not be furnished to others without the written consent of CITY for a period of three (3) years from the date of acceptance, by CITY, of all requirements of this project.

XIX PROPOSAL FORMAT AND CONTENT:

Proposals shall be brief and include a concise address of the following information:

A. Firm Experience:

1. A brief list of similar projects completed in the last five (5) years, indicate the specific relationship if other than principal and each firm's responsibilities. Descriptions of pertinent experience should include a summary of work performed, adherence to schedules, the duration of each project, and the name, title, and phone number of clients that may be contacted for reference.
2. Other information that might aid CITY in ascertaining proposing firm's qualifications.

B. Consultant Team:

Name of prime consulting firm, subconsultant(s), names of principals, associates, project manager, and key personnel, their proposed level and areas of responsibility, and their qualifications/certifications in those areas. The CONSULTANT's Project Manager and key personnel will be an important factor considered by CITY.

1. Any changes to personnel assigned to this project shall be made in writing to CITY. CITY reserves the right to reject any proposal with modified personnel.
2. If subconsultants are used, names of subconsultant's key personnel for the project, their professional experience, qualifications/certifications, and training, which are applicable to this project, and the scope of services that will be provided by each subconsultant.
3. The office location from which the CONSULTANT(s) shall operate along with telephone and/or cell number of the project manager.

C. Proposal Format:

1. Proposals shall contain no more than twenty (20) pages, excluding cover sheet, table of contents, index sheets, and resumes, double-sided, font size no less than 10 pt., and single or double-spaced. Cover letters will be counted as part of the twenty sheets. The City encourages the use of recycled materials.
2. Proposals should include, but not be limited to, the following:
 - a. Page numbering;
 - b. Table of Contents, if applicable;
 - c. Section dividers with tabs, if applicable;
 - d. Identification of offering firms, including name, address, and telephone number of each firm;
 - e. Prime CONSULTANT organizational chart, which includes subconsultant(s) with names and titles of personnel to be used for this project;
 - f. Acknowledgment of receipt of RFQ addenda, if any;
 - g. Concise, complete response to the technical aspects requested in the “Environmental Consultant Qualifications and Selection Criteria”; and
 - h. Exceptions to or deviations from the requirements of this RFQ, separating technical exceptions from contractual exceptions. Any alternative approach proposed by the CONSULTANT shall be thoroughly explained and shall meet the objectives of CITY.

**CITY OF PORTERVILLE
REQUEST FOR QUALIFICATIONS (RFQ) FOR ON-CALL ENVIRONMENTAL SERVICES**

The City of Porterville seeks the services of an environmental consultant or consulting firm to provide assistance to City Staff as necessary in the preparation of environmental documents for multiple capital improvement projects and developer-initiated projects. The services to be rendered under this contract would consist of the preparation of Initial Studies, Negative Declarations, Environmental Impact Reports and where appropriate, Categorical Exclusions, Environmental Assessments, and other documents as necessary to comply with state and federal environmental guidelines. It is anticipated that the majority of the work effort would be focused on CEQA compliance. The selected environmental consultant must have a substantial working knowledge of CEQA and NEPA, must possess strong writing and communication skills, and have a flexible schedule that will allow for attendance at meetings as necessary. Although the consultant's work will be reviewed by the Community Development Director or Community Development Manager, the above referenced skills are essential to meeting the objectives of this program.

In addition to the preparation of environmental documents and studies, it is anticipated that the City will have a number of projects requiring on-site biological and/or archaeological monitoring during construction. Other services typically rendered by the selected firm(s) may also be utilized during the course of this agreement.

SCOPE OF ENVIRONMENTAL CONSULTANT SERVICES:

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

1. Compile background data necessary for the preparation of the appropriate environmental documents.
2. Prepare Initial Study checklists, technical studies, categorical exemptions, negative declarations, mitigated negative declarations, environmental impact reports, environmental assessments, categorical exclusions, and environmental impact statements.
3. Develop timelines and work hour estimates necessary for the preparation of the environmental documents based on specific projects.
4. Identify key factors that need to be evaluated, which may require hiring a specialist in a particular area of analysis (i.e. air quality, noise, etc.). This may be addressed through services normally rendered by the consultant under this contract.

5. Coordinate early consultation and ongoing meetings with City staff and staff at other agencies.
6. Prepare appropriate forms associated with the applicable environmental document such as public hearing notices, notices of determination, negative declarations, notice of completion, etc.
7. Prepare requests for proposals for the preparation of technical studies to be utilized in the preparation of the environmental documents.
8. Provide biological and archaeological and other technical analysis staff or subconsultants for project site monitoring during construction activities in response to project specific mitigation measures.
9. Provide other consulting services as available through the selected firm(s).

DESIRABLE QUALIFICATIONS OF THE CONSULTANT:

The City is seeking a qualified consultant to provide on-call consulting services for the preparation of environmental documents, studies, related notices, and mitigation monitoring for compliance with the applicable environmental regulations and other consulting services. The desired consultant shall have the following qualifications:

1. Extensive experience in the preparation of environmental documents in compliance with CEQA and NEPA.
2. The Consultant's proven ability to expeditiously and accurately produce the required product in a concise and useable format.
3. Knowledge of the City of Porterville development and environmental review process is highly desirable.
4. The consultant must possess strong writing skills and be proficient using Microsoft Word and other standard software programs.
5. Be equipped with qualified biologists available for construction monitoring for project specific mitigation measures, and to provide site-specific project reviews for non-discretionary projects as needed.
6. Provide archaeological services either in-house or through a subconsultant that is listed on the Southern San Joaquin Valley Information List of qualified consultants.

LOCAL AGENCY RESPONSIBILITIES:

The CONSULTANT will report to the CITY's Contract Administrator who reports to the CITY's Public Works Director. The CONSULTANT shall not proceed with any work until the CITY provides the Notice to Proceed to the CONSULTANT.

The CITY's Contract Administrator will directly handle the project management and monitoring of the CONSULTANT's work to ensure it is complete, accurate, and consistent with the terms and conditions of the CONSULTANT contract. The Contract Administrator and designees will also inspect, review, and discuss project progress, comply with Federal, State and Local policies and regulations, and other requirements to further the prosecution of the contract work with the least delay.

The CITY's Contract Administrator shall be responsible for the following:

- Serve as the CITY's primary contact person for the CONSULTANT
- Monitor the CONSULTANT's progress and provide direction
- Review billings and determines whether costs billed are reasonable in relation to the work performed during billing period
- Approve the CONSULTANT's progress payments
- Identify other CITY personnel for CONSULTANT to contact, if needed

All records and documentation produced by the CONSULTANT become property of the CITY.

CONSULTANT SELECTION RATING FORM

Project Name:
Project Number:

Date:

Evaluation Factor

Evaluation Factor	Rating Factor Numerical Range & Weighting Based on Importance of Factor	FIRM	FIRM	FIRM	FIRM
		Score	Score	Score	Score
a. Capability to perform all or most aspects of the project.	0-10				
b. Recent experience in projects comparable to the proposed project.	0-10				
c. Firm's reputation for professional integrity and competence.	0-5				
d. Key personnel's professional background and caliber.	0-7				
e. Adequate qualified personnel available for assignment to the project.	0-5				
f. Recent experience in specialized areas of expertise associated with the project.	0-5				
g. Demonstrated ability to meet schedules or deadlines.	0-10				
h. Demonstrated ability to complete projects without having major cost escalations or overruns.	0-7				
i. Qualifications and experience of outside consultants regularly engaged by the consultant under consideration.	0-10				
j. Quality of project previously undertaken.	0-10				
k. Familiarity with and proximity to the geographic location of the project.	0-5				
l. Capability of a branch office, which will do the work to perform independently of the home office, or conversely, its capability to obtain necessary support from the home office.	0-3				
m. Demonstration of an understanding of the project's potential problems and the City's special concerns.	0-5				
n. Degree of interest shown in undertaking the project.	0-3				
o. Evidence that consultant is an equal opportunity employer.	0-2				
p. Proximity of firm's office to project.	0-3				
TOTAL SCORE:					
RANKING:					

Highest Possible Score = 100

SERVICE AGREEMENT

DATE:

PARTIES: City of Porterville, a California municipal corporation, hereinafter referred to as "CITY"; and (*insert name*), 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:

Description of Project: In general, Consultant to provide (*plans and specifications*) (*services*) for the (*proposed project*). Details are summarized in the Scope of Services 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:

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 _____ 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 certifies and agrees that it is fully familiar with all of the details of the project required to perform its services. CONSULTANT agrees it will not rely upon any opinions and representations of CITY unless CITY is the only available source of said information.

SECTION 5. INDEPENDENT CONTRACTOR:

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

- (i) Full liability under worker's compensation laws of the State of California; and
- (ii) Bodily injury and property damage insurance in the amount not less than One Million Dollars (\$1,000,000) per occurrence; and
- (iii) Errors and Omissions insurance of One Million Dollars (\$1,000,000) minimum per occurrence, if deductible for Errors and Omissions insurance is Fifty Thousand Dollars (\$50,000) or more, the City may require a Surety Bond for the deductible; and
- (iv) Automotive liability in the amount not less than One Million Dollars (\$1,000,000) per occurrence; fully protecting CITY, its elected and appointed officers, employees, agents

and assigns, against all claims arising from the negligence of CONSULTANT and any injuries to third parties, including employees of CITY and CONSULTANT. ***To the fullest extent permitted by law***, CONSULTANT agrees to indemnify, defend (at CITY'S election), and hold harmless the CITY against any claims, actions or demands against CITY, and against any damages, liabilities for personal injury or death or for loss or damage to property, or any of them arising out of negligence of CONSULTANT or any of its employees or agents, ***or CONSULTANT'S activities related to the terms and conditions of or implementation of this Agreement.***

SECTION 6. WORKMANSHIP AND MATERIALS:

Every part of the work herein described shall be executed in a professional manner with competent, experienced personnel. Finished or unfinished material prepared under the agreement, prepared by CONSULTANT, shall become property of CITY. CONSULTANT hereby warrants that any materials prepared under this agreement shall be fit for the intended use contemplated by the parties.

SECTION 7. ASSIGNMENT OF CONTRACT:

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

SECTION 8. AFFIRMATIVE ACTION.

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

SECTION 9. CONFLICT OF INTEREST CODE:

CONSULTANT agrees to comply with the regulations of CITY'S "Conflict of Interest Code." Said code is in accordance with the requirements of the Political Reform Act of 1974.

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

SECTION 10. TERMINATION:

Either party for just cause may terminate this contract by giving seven (7) days written notice to the other party. Upon termination by CITY, CITY shall be relieved of any obligation to pay for work not completed including profit and overhead. CONSULTANT may be entitled to just and equitable compensation for satisfactory work completed, except CITY can withhold damages incurred as a result of the termination.

SECTION 11. ENTIRE CONTRACT:

It is understood and agreed that this Service Agreement represents the entire Agreement between the parties. Should it be necessary to institute legal proceedings to enforce any and all of the covenants and conditions of this Agreement, the prevailing party shall be entitled to recover attorneys' fees and costs.

SECTION 12. DISPUTES; VENUE:

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

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

CITY OF PORTERVILLE

CONSULTANT

By _____

By _____

Date _____

Date _____

Scope of Services as Attachment "A"

(Scope of Services shall identify the project specifics as well as duration of the project or the duration of the contract. For example, lab services shall include page identifying charges for specific tests as well as hourly rates for personnel. The scope shall also include any potential/optional extensions of this contract).

EXHIBIT 10-R A & E SAMPLE CONTRACT LANGUAGE

(For Local Assistance Federal-aid Projects)

NOTE TO LOCAL AGENCY - BE SURE THAT YOUR LEGAL STAFF REVIEWS AND APPROVES ALL CONSULTANT CONTRACTS BEFORE EXECUTION. THIS CONTRACT LANGUAGE IS ONLY SUGGESTED LANGUAGE. MODIFY AS RECOMMENDED BY YOUR OWN LEGAL STAFF AND TO FIT YOUR PARTICULAR REQUIREMENTS AND PROJECT.

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ARTICLE I INTRODUCTION

- A. This contract is between the following named, hereinafter referred to as, CONSULTANT and the following named, hereinafter referred to as, LOCAL AGENCY:

The name of the "CONSULTANT" is as follows: _____

Incorporated in the State of _____

The Project Manager for the "CONSULTANT" will be _____

The name of the "LOCAL AGENCY" is as follows: _____

The Contract Administrator for LOCAL AGENCY will be _____

- B. The work to be performed under this contract is described in Article II entitled Statement of Work and the approved CONSULTANT's Cost Proposal dated _____. The approved CONSULTANT's Cost Proposal is attached hereto (Attachment I) and incorporated by reference. If there is any conflict between the approved Cost Proposal and this contract, this contract shall take precedence.
- C. CONSULTANT agrees to indemnify and hold harmless LOCAL AGENCY, its officers, agents, and employees from any and all claims, demands, costs, or liability arising from or connected with the services provided hereunder due to negligent acts, errors, or omissions of CONSULTANT. CONSULTANT will reimburse LOCAL AGENCY for any expenditure, including reasonable attorney fees, incurred by LOCAL AGENCY in defending against claims ultimately determined to be due to negligent acts, errors, or omissions of CONSULTANT.
- D. CONSULTANT and the agents and employees of CONSULTANT, in the performance of this contract, shall act in an independent capacity and not as officers or employees or agents of LOCAL AGENCY.
- E. Without the written consent of LOCAL AGENCY, this contract is not assignable by CONSULTANT either in whole or in part.
- F. No alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the parties hereto; and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.
- G. The consideration to be paid to CONSULTANT as provided herein, shall be in compensation for all of CONSULTANT's expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly so provided.

ARTICLE II STATEMENT OF WORK

(INSERT APPROPRIATE STATEMENT OF WORK INCLUDING A DESCRIPTION OF THE DELIVERABLES)

- A. Consultant Services

Detail based on the services to be furnished should be provided by CONSULTANT. Nature and extent should be verified in the negotiations to make precise statements to eliminate subsequent uncertainties and misunderstandings. Reference to the appropriate standards for design or other standards for work performance stipulated in consultant contract should be included. Describe acceptance criteria, and if the responsible consultant/engineer shall sign all Plans, Specifications and Estimate (PS&E) and engineering data furnished under the contract including registration number. Environmental documents are not considered complete until a Caltrans District Senior Environmental Planner signs the Categorical Exclusion, a Caltrans Deputy District Director signs the Finding of No

Significant Impact, or the Caltrans District Director signs the Record of Decision [see Chapter 6, “*Environmental Procedures*” in the LAPM, and the *Standard Environmental Reference*].

B. Right of Way

State whether Right of Way requirements are to be determined and shown by CONSULTANT, whether land surveys and computations with metes and bounds descriptions are to be made, and whether Right of Way plots are to be furnished.

C. Surveys

State whether or not the CONSULTANT has the responsibility for performing preliminary or construction surveys.

D. Subsurface Investigations

State specifically whether or not CONSULTANT has responsibility for making subsurface investigations. If borings or other specialized services are to be made by others under the supervision of CONSULTANT, appropriate provisions are to be incorporated. Archaeological testing and data recovery guidance can be found in the *Standard Environmental Reference*.

E. Local Agency Obligations

All data applicable to the project and in possession of LOCAL AGENCY or another agency, or government that are to be made available to CONSULTANT are referred to in the contract. Any other assistance or services to be furnished to CONSULTANT are to be stated clearly.

F. Conferences, Visits to Site, Inspection of Work

The contract provides for conferences as needed, visits to the site, and inspection of the work by representatives of the state, or FHWA. Costs incurred by CONSULTANT for meetings, subsequent to the initial meeting shall be included in the fee.

G. Checking Shop Drawings

For contracts requiring the preparation of construction drawings, make provision for checking shop drawings. Payment for checking shop drawings by CONSULTANT may be included in the contract fee, or provision may be made for separate payment.

H. Consultant Services During Construction

The extent, if any of CONSULTANT’s services during the course of construction as material testing, construction surveys. etc., are specified in the contract together with the method of payment for such services.

I. Documentation and Schedules

Contracts where appropriate, shall provide that CONSULTANT document the results of the work to the satisfaction of LOCAL AGENCY, and if applicable, the State and FHWA. This may include preparation of progress and final reports, plans, specifications and estimates, or similar evidence of attainment of the contract objectives.

J. Deliverables and Number of Copies

The number of copies of papers or documents to be furnished, such as reports, brochures, sets of plans, specifications, or Right of Way plots is specified. Provision may be made for payment for additional copies.

ARTICLE III CONSULTANT'S REPORTS OR MEETINGS

(Choose either Option 1 or Option 2)

(Option 1 - Use paragraphs A & B below for standard contracts)

- A. CONSULTANT shall submit progress reports at least once a month. The report should be sufficiently detailed for the Contract Administrator to determine, if CONSULTANT is performing to expectations, or is on schedule; to provide communication of interim findings, and to sufficiently address any difficulties or special problems encountered, so remedies can be developed.
- B. CONSULTANT's Project Manager shall meet with LOCAL AGENCY's Contract Administrator, as needed, to discuss progress on the contract.

(Option 2 - Use paragraphs A & B below for on-call contracts)

- A. CONSULTANT shall submit progress reports on each specific project in accordance with the Task Order. These reports shall be submitted at least once a month. The report should be sufficiently detailed for LOCAL AGENCY's Contract Administrator or Project Coordinator to determine, if CONSULTANT is performing to expectations, or is on schedule; to provide communication of interim findings, and to sufficiently address any difficulties or special problems encountered, so remedies can be developed.
- B. CONSULTANT's Project Manager shall meet with LOCAL AGENCY's Contract Administrator or Project Coordinator, as needed, to discuss progress on the project(s).

ARTICLE IV PERFORMANCE PERIOD (Verbatim)

(A time must be set for beginning and ending the work under the contract. The time allowed for performing the work is specified; it should be reasonable for the kind and amount of services contemplated; and it is written into the contract. If it is desirable that Critical Path Method (CPM) networks, or other types of schedules be prepared by CONSULTANT, they should be identified and incorporated into the contract.)

(Choose either Option 1 or Option 2)

(Option 1 - Use paragraphs A & B below for standard and on-call contracts)

- A. This contract shall go into effect on _____, contingent upon approval by LOCAL AGENCY, and CONSULTANT shall commence work after notification to proceed by LOCAL AGENCY'S Contract Administrator. The contract shall end on _____, unless extended by contract amendment.
- B. CONSULTANT is advised that any recommendation for contract award is not binding on LOCAL AGENCY until the contract is fully executed and approved by LOCAL AGENCY.

(Option 2 - Use paragraph C below in addition to paragraphs A & B above for on-call contracts)

- C. The period of performance for each specific project shall be in accordance with the Task Order for that project. If work on a Task Order is in progress on the expiration date of this contract, the terms of the contract shall be extended by contract amendment.

ARTICLE V ALLOWABLE COSTS AND PAYMENTS (Verbatim)

(Choose either Option 1, 2, 3, or 4)

(Option 1 - Use paragraphs A through J below for Actual Cost-Plus-Fixed Fee contracts. Use Exhibit 10-H, Example #1 for Cost Proposal Format)

- A. The method of payment for this contract will be based on actual cost plus a fixed fee. LOCAL AGENCY will reimburse CONSULTANT for actual costs (including labor costs, employee benefits, travel, equipment rental

costs, overhead and other direct costs) incurred by CONSULTANT in performance of the work. CONSULTANT will not be reimbursed for actual costs that exceed the estimated wage rates, employee benefits, travel, equipment rental, overhead, and other estimated costs set forth in the approved CONSULTANT'S Cost Proposal, unless additional reimbursement is provided for by contract amendment. In no event, will CONSULTANT be reimbursed for overhead costs at a rate that exceeds LOCAL AGENCY's approved overhead rate set forth in the Cost Proposal. In the event, that LOCAL AGENCY determines that a change to the work from that specified in the Cost Proposal and contract is required, the contract time or actual costs reimbursable by LOCAL AGENCY shall be adjusted by contract amendment to accommodate the changed work. The maximum total cost as specified in Paragraph "H" shall not be exceeded, unless authorized by contract amendment.

- B. In addition to the allowable incurred costs, LOCAL AGENCY will pay CONSULTANT a fixed fee of \$_____. The fixed fee is nonadjustable for the term of the contract, except in the event of a significant change in the scope of work and such adjustment is made by contract amendment.
- C. Reimbursement for transportation and subsistence costs shall not exceed the rates specified in the approved Cost Proposal.
- D. When milestone cost estimates are included in the approved Cost Proposal, CONSULTANT shall obtain prior written approval for a revised milestone cost estimate from the Contract Administrator before exceeding such cost estimate.
- E. Progress payments will be made monthly in arrears based on services provided and allowable incurred costs. A pro rata portion of CONSULTANT's fixed fee will be included in the monthly progress payments. If CONSULTANT fails to submit the required deliverable items according to the schedule set forth in the Statement of Work, LOCAL AGENCY shall have the right to delay payment or terminate this Contract in accordance with the provisions of Article VI Termination.
- F. No payment will be made prior to approval of any work, nor for any work performed prior to approval of this contract.
- G. CONSULTANT will be reimbursed, as promptly as fiscal procedures will permit upon receipt by LOCAL AGENCY's Contract Administrator of itemized invoices in triplicate. Invoices shall be submitted no later than 45 calendar days after the performance of work for which CONSULTANT is billing. Invoices shall detail the work performed on each milestone and each project as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this contract number and project title. Final invoice must contain the final cost and all credits due LOCAL AGENCY including any equipment purchased under the provisions of Article XI Equipment Purchase of this contract. The final invoice should be submitted within 60 calendar days after completion of CONSULTANT's work. Invoices shall be mailed to LOCAL AGENCY's Contract Administrator at the following address:
- H. The total amount payable by LOCAL AGENCY including the fixed fee shall not exceed \$_____.
- I. Salary increases will be reimbursable if the new salary is within the salary range identified in the approved Cost Proposal and is approved by LOCAL AGENCY's Contract Administrator.

For personnel subject to prevailing wage rates as described in the California Labor Code, all salary increases, which are the direct result of changes in the prevailing wage rates are reimbursable.

(Option 2 - For Cost per Unit of Work contracts, replace paragraphs A & B of Option 1 with the following paragraphs A, B, and C and re-letter the remaining paragraphs. Adjust as necessary for work specific to your project. Use Exhibit 10-H, Example #3 for Cost Proposal Format)

- A. The method of payment for the following items shall be at the rate specified for each item, as described in this Article. The specified rate shall include full compensation to CONSULTANT for the item as described, including but not limited to, any repairs, maintenance, or insurance, and no further compensation will be allowed therefore.
- B. The specified rate to be paid for vehicle expense for CONSULTANT's field personnel shall be \$ _____ per approved Cost Proposal. This rate shall be for a fully equipped vehicle, with radio and flashing yellow light (if needed), as specified in Article II of this contract.

The specified rate to be paid for equipment shall be, as listed in Attachment _____.

- C. The method of payment for this contract, except those items to be paid for on a specified rate basis, will be based on cost per unit of work. LOCAL AGENCY will reimburse CONSULTANT for actual costs (including labor costs, employee benefits, travel, equipment-rental costs, overhead and other direct costs) incurred by CONSULTANT in performance of the work. CONSULTANT will not be reimbursed for actual costs that exceed the estimated wage rates, employee benefits, travel, equipment rental, overhead and other estimated costs set forth in the approved Cost Proposal, unless additional reimbursement is provided for, by contract amendment. In no event, will CONSULTANT be reimbursed for overhead costs at a rate that exceeds LOCAL AGENCY approved overhead rate set forth in the approved Cost Proposal. In the event, LOCAL AGENCY determines that changed work from that specified in the approved Cost Proposal and contract is required; the actual costs reimbursable by LOCAL AGENCY may be adjusted by contract amendment to accommodate the changed work. The maximum total cost as specified in Paragraph "I," shall not be exceeded unless authorized by contract amendment.

(Option 3 - Use paragraphs A through P for Specific Rates of Compensation contracts [such as on-call contracts]. Use Exhibit 10-H, Example #2 for Cost Proposal Format)

- A. CONSULTANT will be reimbursed for hours worked at the hourly rates specified in CONSULTANT's Cost Proposal _____. The specified hourly rates shall include direct salary costs, employee benefits, overhead, and fee. These rates are not adjustable for the performance period set forth in this Contract.
- B. In addition, CONSULTANT will be reimbursed for incurred (actual) direct costs other than salary costs that are in the cost proposal and identified in the cost proposal and in the executed Task Order.
- C. Specific projects will be assigned to CONSULTANT through issuance of Task Orders.
- D. After a project to be performed under this contract is identified by LOCAL AGENCY, LOCAL AGENCY will prepare a draft Task Order; less the cost estimate. A draft Task Order will identify the scope of services, expected results, project deliverables, period of performance, project schedule and will designate a LOCAL AGENCY Project Coordinator. The draft Task Order will be delivered to CONSULTANT for review. CONSULTANT shall return the draft Task Order within ten (10) calendar days along with a Cost Estimate, including a written estimate of the number of hours and hourly rates per staff person, any anticipated reimbursable expenses, overhead, fee if any, and total dollar amount. After agreement has been reached on the negotiable items and total cost; the finalized Task Order shall be signed by both LOCAL AGENCY and CONSULTANT.
- E. Task Orders may be negotiated for a lump sum (Firm Fixed Price) or for specific rates of compensation, both of which must be based on the labor and other rates set forth in CONSULTANT's Cost Proposal.
- F. Reimbursement for transportation and subsistence costs shall not exceed the rates as specified in the approved Cost Proposal.
- G. When milestone cost estimates are included in the approved Cost Proposal, CONSULTANT shall obtain prior written approval for a revised milestone cost estimate from the Contract Administrator before exceeding such estimate.

- H. Progress payments for each Task Order will be made monthly in arrears based on services provided and actual costs incurred.
- I. CONSULTANT shall not commence performance of work or services until this contract has been approved by LOCAL AGENCY, and notification to proceed has been issued by LOCAL AGENCY'S Contract Administrator. No payment will be made prior to approval or for any work performed prior to approval of this contract.
- J. A Task Order is of no force or effect until returned to LOCAL AGENCY and signed by an authorized representative of LOCAL AGENCY. No expenditures are authorized on a project and work shall not commence until a Task Order for that project has been executed by LOCAL AGENCY.
- K. CONSULTANT will be reimbursed, as promptly as fiscal procedures will permit upon receipt by LOCAL AGENCY'S Contract Administrator of itemized invoices in triplicate. Separate invoices itemizing all costs are required for all work performed under each Task Order. Invoices shall be submitted no later than 45 calendar days after the performance of work for which CONSULTANT is billing, or upon completion of the Task Order. Invoices shall detail the work performed on each milestone, on each project as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this contract number, project title and Task Order number. Credits due LOCAL AGENCY that include any equipment purchased under the provisions of Article XI Equipment Purchase of this contract, must be reimbursed by CONSULTANT prior to the expiration or termination of this contract. Invoices shall be mailed to LOCAL AGENCY'S Contract Administrator at the following address:
- L. The period of performance for Task Orders shall be in accordance with dates specified in the Task Order. No Task Order will be written which extends beyond the expiration date of this Contract.
- M. The total amount payable by LOCAL AGENCY for an individual Task Order shall not exceed the amount agreed to in the Task Order, unless authorized by contract amendment.
- N. If the Consultant fails to satisfactorily complete a deliverable according to the schedule set forth in a Task Order, no payment will be made until the deliverable has been satisfactorily completed.
- O. Task Orders may not be used to amend this Agreement and may not exceed the scope of work under this Agreement.
- P. The total amount payable by LOCAL AGENCY for all Task Orders resulting from this contract shall not exceed \$ _____. It is understood and agreed that there is no guarantee, either expressed or implied that this dollar amount will be authorized under this contract through Task Orders.
- (Option 4 - Use paragraphs A through E below for lump sum contracts. Use Exhibit 10-H, Example #1 for Cost Proposal Format)*
- A. The method of payment for this contract will be based on lump sum. The total lump sum price paid to CONSULTANT will include compensation for all work and deliverables, including travel and equipment described in Article II Statement of Work of this contract. No additional compensation will be paid to CONSULTANT, unless there is a change in the scope of the work or the scope of the project. In the instance of a change in the scope of work or scope of the project, adjustment to the total lump sum compensation will be negotiated between CONSULTANT and LOCAL AGENCY. Adjustment in the total lump sum compensation will not be effective until authorized by contract amendment and approved by LOCAL AGENCY.
- B. Progress payments may be made monthly in arrears based on the percentage of work completed by CONSULTANT. If CONSULTANT fails to submit the required deliverable items according to the schedule

set forth in the Statement of Work, LOCAL AGENCY shall have the right to delay payment or terminate this Contract in accordance with the provisions of Article VI Termination.

- C. CONSULTANT shall not commence performance of work or services until this contract has been approved by LOCAL AGENCY and notification to proceed has been issued by LOCAL AGENCY'S Contract Administrator. No payment will be made prior to approval of any work, or for any work performed prior to approval of this contract.
- D. CONSULTANT will be reimbursed, as promptly as fiscal procedures will permit, upon receipt by LOCAL AGENCY'S Contract Administrator of itemized invoices in triplicate. Invoices shall be submitted no later than 45 calendar days after the performance of work for which CONSULTANT is billing. Invoices shall detail the work performed on each milestone, on each project as applicable. Invoices shall follow the format stipulated for the Cost Proposal and shall reference this contract number and project title. Final invoice must contain the final cost and all credits due LOCAL AGENCY that include any equipment purchased under the provisions of Article XI Equipment Purchase of this contract. The final invoice should be submitted within 60-calendar days after completion of CONSULTANT's work. Invoices shall be mailed to LOCAL AGENCY's Contract Administrator at the following address:
- E. The total amount payable by LOCAL AGENCY shall not exceed \$_____.

ARTICLE VI TERMINATION (Verbatim)

- A. LOCAL AGENCY reserves the right to terminate this contract upon thirty (30) calendar days written notice to CONSULTANT with the reasons for termination stated in the notice.
- B. LOCAL AGENCY may terminate this contract with CONSULTANT should CONSULTANT fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination, LOCAL AGENCY may proceed with the work in any manner deemed proper by LOCAL AGENCY. If LOCAL AGENCY terminates this contract with CONSULTANT, LOCAL AGENCY shall pay CONSULTANT the sum due to CONSULTANT under this contract prior to termination, unless the cost of completion to LOCAL AGENCY exceeds the funds remaining in the contract. In which case the overage shall be deducted from any sum due CONSULTANT under this contract and the balance, if any, shall be paid to CONSULTANT upon demand.

ARTICLE VII COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS (Verbatim)

- A. CONSULTANT agrees that the Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., shall be used to determine the cost allowability of individual items.
- B. CONSULTANT also agrees to comply with federal procedures in accordance with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- C. Any costs for which payment has been made to CONSULTANT that are determined by subsequent audit to be unallowable under 2 CFR, Part 200 and 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., are subject to repayment by CONSULTANT to LOCAL AGENCY.

ARTICLE VIII RETENTION OF RECORDS/AUDIT (Verbatim)

For the purpose of determining compliance with Public Contract Code 10115, et seq. and Title 21, California Code of Regulations, Chapter 21, Section 2500 et seq., when applicable and other matters connected with the performance of the contract pursuant to Government Code 8546.7; CONSULTANT, subconsultants, and LOCAL AGENCY shall maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of the contract, including but not limited to, the costs of

administering the contract. All parties shall make such materials available at their respective offices at all reasonable times during the contract period and for three years from the date of final payment under the contract. The state, State Auditor, LOCAL AGENCY, FHWA, or any duly authorized representative of the Federal Government shall have access to any books, records, and documents of CONSULTANT and its certified public accountants (CPA) work papers that are pertinent to the contract and indirect cost rates (ICR) for audit, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested.

ARTICLE IX AUDIT REVIEW PROCEDURES (Verbatim)

- A. Any dispute concerning a question of fact arising under an interim or post audit of this contract that is not disposed of by agreement, shall be reviewed by LOCAL AGENCY'S Chief Financial Officer.
- B. Not later than 30 days after issuance of the final audit report, CONSULTANT may request a review by LOCAL AGENCY'S Chief Financial Officer of unresolved audit issues. The request for review will be submitted in writing.
- C. Neither the pendency of a dispute nor its consideration by LOCAL AGENCY will excuse CONSULTANT from full and timely performance, in accordance with the terms of this contract.

(The following AUDIT CLAUSE must be inserted into all contracts of \$150,000 or greater)

- D. CONSULTANT and subconsultant contracts, including cost proposals and ICR, are subject to audits or reviews such as, but not limited to, a contract audit, an incurred cost audit, an ICR Audit, or a CPA ICR audit work paper review. If selected for audit or review, the contract, cost proposal and ICR and related work papers, if applicable, will be reviewed to verify compliance with 48 CFR, Part 31 and other related laws and regulations. In the instances of a CPA ICR audit work paper review it is CONSULTANT's responsibility to ensure federal, state, or local government officials are allowed full access to the CPA's work papers including making copies as necessary. The contract, cost proposal, and ICR shall be adjusted by CONSULTANT and approved by LOCAL AGENCY contract manager to conform to the audit or review recommendations. CONSULTANT agrees that individual terms of costs identified in the audit report shall be incorporated into the contract by this reference if directed by LOCAL AGENCY at its sole discretion. Refusal by CONSULTANT to incorporate audit or review recommendations, or to ensure that the federal, state or local governments have access to CPA work papers, will be considered a breach of contract terms and cause for termination of the contract and disallowance of prior reimbursed costs.

(The following AUDIT CLAUSE must be inserted into all contracts of \$3,500,000 or greater).

- E. CONSULTANT Cost Proposal is subject to a CPA ICR Audit Work Paper Review by Caltrans' Audit and Investigation (Caltrans). Caltrans, at its sole discretion, may review and/or audit and approve the CPA ICR documentation. The Cost Proposal shall be adjusted by the CONSULTANT and approved by the LOCAL AGENCY Contract Administrator to conform to the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report. Refusal by the CONSULTANT to incorporate the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report will be considered a breach of the contract terms and cause for termination of the contract and disallowance of prior reimbursed costs.
 - 1. During a Caltrans' review of the ICR audit work papers created by the CONSULTANT's independent CPA, Caltrans will work with the CPA and/or CONSULTANT toward a resolution of issues that arise during the review. Each party agrees to use its best efforts to resolve any audit disputes in a timely manner. If Caltrans identifies significant issues during the review and is unable to issue a cognizant approval letter, LOCAL AGENCY will reimburse the CONSULTANT at a provisional ICR until a FAR compliant ICR {e.g. 48 CFR, part 31; GAGAS (Generally Accepted Auditing Standards); CAS (Cost Accounting Standards), if applicable; in accordance with procedures and guidelines of the American

Association of State Highways and Transportation Officials Audit Guide; and other applicable procedures and guidelines) is received and approved by A&I. Provisional rates will be as follows:

- a. If the proposed rate is less than 150% - the provisional rate reimbursed will be 90% of the proposed rate.
 - b. If the proposed rate is between 150% and 200% - the provisional rate will be 85% of the proposed rate.
 - c. If the proposed rate is greater than 200% - the provisional rate will be 75% of the proposed rate.
2. If Caltrans is unable to issue a cognizant letter per paragraph E.1. above, Caltrans may require CONSULTANT to submit a revised independent CPA-audited ICR and audit report within three (3) months of the effective date of the management letter. Caltrans will then have up to six (6) months to review the CONSULTANT's and/or the independent CPA's revisions.
 3. If the CONSULTANT fails to comply with the provisions of this Section E, or if Caltrans is still unable to issue a cognizant approval letter after the revised independent CPA-audited ICR is submitted, overhead cost reimbursement will be limited to the provisional ICR that was established upon initial rejection of the ICR and set forth in paragraph E.1. above for all rendered services. In this event, this provisional ICR will become the actual and final ICR for reimbursement purposes under this contract.
 4. CONSULTANT may submit to LOCAL AGENCY final invoice only when all of the following items have occurred: (1) Caltrans approves or rejects the original or revised independent CPA-audited ICR; (2) all work under this contract has been completed to the satisfaction of LOCAL GAENCY; and, (3) Caltrans has issued its final ICR review letter. The CONSULTANT MUST SUBMIT ITS FINAL INVOICETO local agency no later than 60 days after occurrence of the last of these items.

The provisional ICR will apply to this contract and all other contracts executed between LOCAL AGENCY and the CONSULTANT, either as a prime or subconsultant, with the same fiscal period ICR.

ARTICLE X SUBCONTRACTING (Verbatim)

- A. Nothing contained in this contract or otherwise, shall create any contractual relation between LOCAL AGENCY and any subconsultant(s), and no subcontract shall relieve CONSULTANT of its responsibilities and obligations hereunder. CONSULTANT agrees to be as fully responsible to LOCAL AGENCY for the acts and omissions of its subconsultant(s) and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by CONSULTANT. CONSULTANT's obligation to pay its subconsultant(s) is an independent obligation from LOCAL AGENCY'S obligation to make payments to the CONSULTANT.
- B. CONSULTANT shall perform the work contemplated with resources available within its own organization and no portion of the work pertinent to this contract shall be subcontracted without written authorization by LOCAL AGENCY's Contract Administrator, except that, which is expressly identified in the approved Cost Proposal.
- C. CONSULTANT shall pay its subconsultants within ten (10) calendar days from receipt of each payment made to CONSULTANT by LOCAL AGENCY.
- D. All subcontracts entered into as a result of this contract shall contain all the provisions stipulated in this contract to be applicable to subconsultants.
- E. Any substitution of subconsultant(s) must be approved in writing by LOCAL AGENCY's Contract Administrator prior to the start of work by the subconsultant(s).

ARTICLE XI EQUIPMENT PURCHASE (Verbatim)

- A. Prior authorization in writing, by LOCAL AGENCY's Contract Administrator shall be required before CONSULTANT enters into any unbudgeted purchase order, or subcontract exceeding \$5,000 for supplies,

equipment, or CONSULTANT services. CONSULTANT shall provide an evaluation of the necessity or desirability of incurring such costs.

- B. For purchase of any item, service or consulting work not covered in CONSULTANT's Cost Proposal and exceeding \$5,000 prior authorization by LOCAL AGENCY's Contract Administrator; three competitive quotations must be submitted with the request, or the absence of bidding must be adequately justified.
- C. Any equipment purchased as a result of this contract is subject to the following: "CONSULTANT shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two years and an acquisition cost of \$5,000 or more. If the purchased equipment needs replacement and is sold or traded in, LOCAL AGENCY shall receive a proper refund or credit at the conclusion of the contract, or if the contract is terminated, CONSULTANT may either keep the equipment and credit LOCAL AGENCY in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established LOCAL AGENCY procedures; and credit LOCAL AGENCY in an amount equal to the sales price. If CONSULTANT elects to keep the equipment, fair market value shall be determined at CONSULTANT's expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to by LOCAL AGENCY and CONSULTANT, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by LOCAL AGENCY." 2 CFR, Part 200 requires a credit to Federal funds when participating equipment with a fair market value greater than \$5,000 is credited to the project.

ARTICLE XII STATE PREVAILING WAGE RATES (Verbatim)

(Choose either Option 1 or Option 2)

(Option 1 - For contracts where a portion of the proposed work to be performed are crafts affected by state labor laws, use paragraphs A and B)

- A. CONSULTANT shall comply with the State of California's General Prevailing Wage Rate requirements in accordance with California Labor Code, Section 1770, and all Federal, State, and local laws and ordinances applicable to the work.
- B. Any subcontract entered into as a result of this contract, if for more than \$25,000 for public works construction or more than \$15,000 for the alteration, demolition, repair, or maintenance of public works, shall contain all of the provisions of this Article, unless the awarding agency has an approved labor compliance program by the Director of Industrial Relations.
- C. When prevailing wages apply to the services described in the scope of work, transportation and subsistence costs shall be reimbursed at the minimum rates set by the Department of Industrial Relations (DIR) as outlined in the applicable Prevailing Wage Determination. See <http://www.dir.ca.gov>.

(Option 2 - Use only paragraph A below when all of the proposed work in the contract is performed by crafts not affected by state labor laws or are not contemplated for use)

- A. The State of California's General Prevailing Wage Rates are not applicable to this contract.

Note: The Federal "Payment of Predetermined Minimum Wage" applies only to federal-aid construction contracts.

ARTICLE XIII CONFLICT OF INTEREST (Verbatim)

- A. CONSULTANT shall disclose any financial, business, or other relationship with LOCAL AGENCY that may have an impact upon the outcome of this contract, or any ensuing LOCAL AGENCY construction project. CONSULTANT shall also list current clients who may have a financial interest in the outcome of this contract, or any ensuing LOCAL AGENCY construction project, which will follow.

B. CONSULTANT hereby certifies that it does not now have, nor shall it acquire any financial or business interest that would conflict with the performance of services under this contract.

(Choose either Option 1 or Option 2 if appropriate)

(Option 1 - Use paragraphs C & D below with paragraphs A & B above for PS&E contracts only)

C. CONSULTANT hereby certifies that neither CONSULTANT, nor any firm affiliated with CONSULTANT will bid on any construction contract, or on any contract to provide construction inspection for any construction project resulting from this contract. An affiliated firm is one, which is subject to the control of the same persons through joint-ownership, or otherwise.

D. Except for subconsultants whose services are limited to providing surveying or materials testing information, no subconsultant who has provided design services in connection with this contract shall be eligible to bid on any construction contract, or on any contract to provide construction inspection for any construction project resulting from this contract.

(Option 2 - Use paragraphs C, D & E below with paragraphs A & B above for Construction Contract Administration contracts only)

C. CONSULTANT hereby certifies that neither CONSULTANT, its employees, nor any firm affiliated with CONSULTANT providing services on this project prepared the Plans, Specifications, and Estimate for any construction project included within this contract. An affiliated firm is one, which is subject to the control of the same persons through joint- ownership, or otherwise.

D. CONSULTANT further certifies that neither CONSULTANT, nor any firm affiliated with CONSULTANT, will bid on any construction subcontracts included within the construction contract. Additionally, CONSULTANT certifies that no person working under this contract is also employed by the construction contractor for any project included within this contract.

E. Except for subconsultants whose services are limited to materials testing, no subconsultant who is providing service on this contract shall have provided services on the design of any project included within this contract.

ARTICLE XIV REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION (Verbatim)

CONSULTANT warrants that this contract was not obtained or secured through rebates kickbacks or other unlawful consideration, either promised or paid to any LOCAL AGENCY employee. For breach or violation of this warranty, LOCAL AGENCY shall have the right in its discretion; to terminate the contract without liability; to pay only for the value of the work actually performed; or to deduct from the contract price; or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

ARTICLE XV PROHIBITION OF EXPENDING LOCAL AGENCY STATE OR FEDERAL FUNDS FOR LOBBYING (Verbatim)

(Include this article in all contracts where federal funding will exceed \$150,000. If less than \$150,000 in federal funds will be expended on the contract; delete this article and re-number the notification article which follows.)

A. CONSULTANT certifies to the best of his or her knowledge and belief that:

1. No state, federal or local agency appropriated funds have been paid, or will be paid by-or-on behalf of CONSULTANT to any person for influencing or attempting to influence an officer or employee of any state or federal agency; a Member of the State Legislature or United States Congress; an officer or employee of the Legislature or Congress; or any employee of a Member of the Legislature or Congress, in connection with the awarding of any state or federal contract; the making of any state or federal grant; the making of any state or federal loan; the entering into of any cooperative agreement,

and the extension, continuation, renewal, amendment, or modification of any state or 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 federal 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; CONSULTANT shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- B. 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.
- C. CONSULTANT also agrees by signing this document that he or she shall require that the language of this certification be included in all lower-tier subcontracts, which exceed \$100,000 and that all such sub recipients shall certify and disclose accordingly.

ARTICLE XVI STATEMENT OF COMPLIANCE

- A. CONSULTANT's signature affixed herein, and dated, shall constitute a certification under penalty of perjury under the laws of the State of California that CONSULTANT has, unless exempt, complied with, the nondiscrimination program requirements of Government Code Section 12990 and Title 2, California Administrative Code, Section 8103.
- B. During the performance of this Contract, Consultant and its subconsultants shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Consultant and subconsultants shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Consultant and subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Contract by reference and made a part hereof as if set forth in full. Consultant and its subconsultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

(For contracts with Federal funding, add paragraphs C & D)

- C. The Consultant shall comply with regulations relative to Title VI (nondiscrimination in federally-assisted programs of the Department of Transportation – Title 49 Code of Federal Regulations, Part 21 - Effectuation of Title VI of the 1964 Civil Rights Act). Title VI provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person in the state of California shall, on the basis of race, color, national origin, religion, sex, age, disability, be excluded from participation in, denied the benefits of or subject to discrimination under any program or activity by the recipients of federal assistance or their assignees and successors in interest.
- D. The Consultant, with regard to the work performed by it during the Agreement shall act in accordance with Title VI. Specifically, the Consultant shall not discriminate on the basis of race, color, national origin, religion, sex, age, or disability in the selection and retention of Subconsultants, including procurement of

materials and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the U.S. DOT's Regulations, including employment practices when the Agreement covers a program whose goal is employment.

ARTICLE XVII DEBARMENT AND SUSPENSION CERTIFICATION

- A. CONSULTANT's signature affixed herein, shall constitute a certification under penalty of perjury under the laws of the State of California, that CONSULTANT has complied with Title 2 CFR, Part 180, "OMB Guidelines to Agencies on Government wide Debarment and Suspension (nonprocurement)", which certifies that he/she or any person associated therewith in the capacity of owner, partner, director, officer, or manager, is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years; does not have a proposed debarment pending; and has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years. Any exceptions to this certification must be disclosed to LOCAL AGENCY.
- B. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining CONSULTANT responsibility. Disclosures must indicate to whom exceptions apply, initiating agency, and dates of action.
- C. Exceptions to the Federal Government Excluded Parties List System maintained by the General Services Administration are to be determined by the Federal highway Administration.

ARTICLE XVIII FUNDING REQUIREMENTS

- A. It is mutually understood between the parties that this contract may have been written before ascertaining the availability of funds or appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays that would occur if the contract were executed after that determination was made.
- B. This contract is valid and enforceable only, if sufficient funds are made available to LOCAL AGENCY for the purpose of this contract. In addition, this contract is subject to any additional restrictions, limitations, conditions, or any statute enacted by the Congress, State Legislature, or LOCAL AGENCY governing board that may affect the provisions, terms, or funding of this contract in any manner.
- C. It is mutually agreed that if sufficient funds are not appropriated, this contract may be amended to reflect any reduction in funds.
- D. LOCAL AGENCY has the option to void the contract under the 30-day termination clause pursuant to Article VI, or by mutual agreement to amend the contract to reflect any reduction of funds.

ARTICLE XIX CHANGE IN TERMS

- A. This contract may be amended or modified only by mutual written agreement of the parties.
- B. CONSULTANT shall only commence work covered by an amendment after the amendment is executed and notification to proceed has been provided by LOCAL AGENCY's Contract Administrator.
- C. There shall be no change in CONSULTANT's Project Manager or members of the project team, as listed in the approved Cost Proposal, which is a part of this contract without prior written approval by LOCAL AGENCY's Contract Administrator.

ARTICLE XX DISADVANTAGED BUSINESS ENTERPRISES (DBE) PARTICIPATION

- A. This contract is subject to 49 CFR, Part 26 entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs". Consultants who obtain DBE participation on this contract will assist Caltrans in meeting its federally mandated statewide overall DBE goal.
- B. The goal for DBE participation for this contract is _____%. Participation by DBE consultant or subconsultants shall be in accordance with information contained in the Consultant Proposal DBE Commitment (Exhibit 10-O1), or in the Consultant Contract DBE Information (Exhibit 10-O2) attached hereto and incorporated as part of the Contract. If a DBE subconsultant is unable to perform, CONSULTANT must make a good faith effort to replace him/her with another DBE subconsultant, if the goal is not otherwise met.
- C. DBEs and other small businesses, as defined in 49 CFR, Part 26 are encouraged to participate in the performance of contracts financed in whole or in part with federal funds. CONSULTANT or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. CONSULTANT shall carry out applicable requirements of 49 CFR, Part 26 in the award and administration of US DOT-assisted agreements. Failure by CONSULTANT 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 LOCAL AGENCY deems appropriate.
- D. Any subcontract entered into as a result of this contract shall contain all of the provisions of this section.
- E. A DBE firm may be terminated only with prior written approval from LOCAL AGENCY and only for the reasons specified in 49 CFR 26.53(f). Prior to requesting LOCAL AGENCY consent for the termination, CONSULTANT must meet the procedural requirements specified in 49 CFR 26.53(f).
- F. A DBE performs a Commercially Useful Function (CUF) when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a CUF, the DBE must also be responsible with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself. To determine whether a DBE is performing a CUF, evaluate the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the contract is commensurate with the work it is actually performing, and other relevant factors.
- G. A DBE does not perform a CUF if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is such an extra participant, examine similar transactions, particularly those in which DBEs do not participate.
- H. If a DBE does not perform or exercise responsibility for at least thirty percent (30%) of the total cost of its contract with its own work force, or the DBE subcontracts a greater portion of the work of the contract than would be expected on the basis of normal industry practice for the type of work involved, it will be presumed that it is not performing a CUF.
- I. CONSULTANT shall maintain records of materials purchased or supplied from all subcontracts entered into with certified DBEs. The records shall show the name and business address of each DBE or vendor and the total dollar amount actually paid each DBE or vendor, regardless of tier. The records shall show the date of payment and the total dollar figure paid to all firms. DBE prime consultants shall also show the date of work performed by their own forces along with the corresponding dollar value of the work.
- J. Upon completion of the Contract, a summary of these records shall be prepared and submitted on the form entitled, "Final Report-Utilization of Disadvantaged Business Enterprise (DBE), First-Tier Subconsultants" CEM-2402F [Exhibit 17-F, of the LAPM], certified correct by CONSULTANT or CONSULTANT's authorized representative and shall be furnished to the Contract Administrator with the final invoice. Failure to provide the summary of DBE payments with the final invoice will result in twenty-five percent (25%) of

the dollar value of the invoice being withheld from payment until the form is submitted. The amount will be returned to CONSULTANT when a satisfactory "Final Report-Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subconsultants" is submitted to the Contract Administrator.

- K. If a DBE subconsultant is decertified during the life of the contract, the decertified subconsultant shall notify CONSULTANT in writing with the date of decertification. If a subconsultant becomes a certified DBE during the life of the Contract, the subconsultant shall notify CONSULTANT in writing with the date of certification. Any changes should be reported to LOCAL AGENCY's Contract Administrator within 30 days.

ARTICLE XXI CONTINGENT FEE

CONSULTANT warrants, by execution of this contract that no person or selling agency 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 employees, or bona fide established commercial or selling agencies maintained by CONSULTANT for the purpose of securing business. For breach or violation of this warranty, LOCAL AGENCY has the right to annul this contract without liability; pay only for the value of the work actually performed, or in its discretion to deduct from the contract price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

ARTICLE XXII DISPUTES

(Choose either Option 1 or Option 2)

(Option 1 - Use paragraphs A through C below for all contracts without PS&E submittal)

- A. Any dispute, other than audit, concerning a question of fact arising under this contract that is not disposed of by agreement shall be decided by a committee consisting of LOCAL AGENCY's Contract Administrator and (Insert Department Head or Official), who may consider written or verbal information submitted by CONSULTANT.
- B. Not later than 30 days after completion of all work under the contract, CONSULTANT may request review by LOCAL AGENCY Governing Board of unresolved claims or disputes, other than audit. The request for review will be submitted in writing.
- C. Neither the pendency of a dispute, nor its consideration by the committee will excuse CONSULTANT from full and timely performance in accordance with the terms of this contract.

(Option 2 - Replace Paragraph B, above, with the following for contracts requiring the submission of PS&E)

- B. Not later than 30 days after completion of all deliverables necessary to complete the plans, specifications and estimate, CONSULTANT may request review by LOCAL AGENCY Governing Board of unresolved claims or disputes, other than audit. The request for review will be submitted in writing.

ARTICLE XXIII INSPECTION OF WORK

CONSULTANT and any subconsultant shall permit LOCAL AGENCY, the state, and the FHWA if federal participating funds are used in this contract; to review and inspect the project activities and files at all reasonable times during the performance period of this contract including review and inspection on a daily basis.

ARTICLE XXIV SAFETY

(Use on all contracts regardless of funding source)

- A. CONSULTANT shall comply with OSHA regulations applicable to CONSULTANT regarding necessary safety equipment or procedures. CONSULTANT shall comply with safety instructions issued by LOCAL

AGENCY Safety Officer and other LOCAL AGENCY representatives. CONSULTANT personnel shall wear hard hats and safety vests at all times while working on the construction project site.

- B. Pursuant to the authority contained in Section 591 of the Vehicle Code, LOCAL AGENCY has determined that such areas are within the limits of the project and are open to public traffic. CONSULTANT shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. CONSULTANT shall take all reasonably necessary precautions for safe operation of its vehicles and the protection of the traveling public from injury and damage from such vehicles.
- C. Any subcontract entered into as a result of this contract, shall contain all of the provisions of this Article.
(Add to all contracts, which may require trenching of five feet or deeper)
- D. CONSULTANT must have a Division of Occupational Safety and Health (CAL-OSHA) permit(s), as outlined in California Labor Code Sections 6500 and 6705, prior to the initiation of any practices, work, method, operation, or process related to the construction or excavation of trenches which are five feet or deeper.

ARTICLE XXV INSURANCE

(Choose either Option 1 or Option 2)

(Option 1 - for Contracts with a scope of services that may require the consultant or subconsultant to work within the operating state or Local Agency Highway Right of Way; where there would be exposure to public traffic or construction operations)

- A. Prior to commencement of the work described herein, CONSULTANT shall furnish LOCAL AGENCY a Certificate of Insurance stating that there is general comprehensive liability insurance presently in effect for CONSULTANT with a combined single limit (CSL) of not less than one million dollars (\$1,000,000) per occurrence.
- B. The Certificate of Insurance will provide:
1. That the insurer will not cancel the insured's coverage without 30 days prior written notice to LOCAL AGENCY.
 2. That LOCAL AGENCY, its officers, agents, employees, and servants are included as additional insureds, but only insofar as the operations under this contract are concerned.
 3. That LOCAL AGENCY will not be responsible for any premiums or assessments on the policy.
- C. CONSULTANT agrees that the bodily injury liability insurance herein provided for, shall be in effect at all times during the term of this contract. In the event said insurance coverage expires at any time or times during the term of this contract, CONSULTANT agrees to provide at least thirty (30) days prior notice to said expiration date; and a new Certificate of Insurance evidencing insurance coverage as provided for herein, for not less than either the remainder of the term of the contract, or for a period of not less than one (1) year. New Certificates of Insurance are subject to the approval of LOCAL AGENCY. In the event CONSULTANT fails to keep in effect at all times insurance coverage as herein provided, LOCAL AGENCY may, in addition to any other remedies it may have, terminate this contract upon occurrence of such event.

(Option 2 - For Contracts with a scope of services that will not require the Consultant or subconsultant to work within the operating State or LOCAL AGENCY Highway Right of Way where there would be exposure to public traffic or construction Consultant operations)

CONSULTANT is not required to show evidence of general comprehensive liability insurance.

ARTICLE XXVI OWNERSHIP OF DATA

- A. Upon completion of all work under this contract, ownership and title to all reports, documents, plans, specifications, and estimates produce as part of this contract will automatically be vested in LOCAL AGENCY; and no further agreement will be necessary to transfer ownership to LOCAL AGENCY. CONSULTANT shall furnish LOCAL AGENCY all necessary copies of data needed to complete the review and approval process.
- B. It is understood and agreed that all calculations, drawings and specifications, whether in hard copy or machine-readable form, are intended for one-time use in the construction of the project for which this contract has been entered into.
- C. CONSULTANT is not liable for claims, liabilities, or losses arising out of, or connected with the modification, or misuse by LOCAL AGENCY of the machine-readable information and data provided by CONSULTANT under this contract; further, CONSULTANT is not liable for claims, liabilities, or losses arising out of, or connected with any use by LOCAL AGENCY of the project documentation on other projects for additions to this project, or for the completion of this project by others, except only such use as many be authorized in writing by CONSULTANT.
- D. Applicable patent rights provisions regarding rights to inventions shall be included in the contracts as appropriate (48 CFR 27, Subpart 27.3 - Patent Rights under Government Contracts for federal-aid contracts).
- E. LOCAL AGENCY may permit copyrighting reports or other agreement products. If copyrights are permitted; the agreement shall provide that the FHWA shall have the royalty-free nonexclusive and irrevocable right to reproduce, publish, or otherwise use; and to authorize others to use, the work for government purposes.

ARTICLE XXVII CLAIMS FILED BY LOCAL AGENCY'S CONSTRUCTION CONTRACTOR

- A. If claims are filed by LOCAL AGENCY's construction contractor relating to work performed by CONSULTANT's personnel, and additional information or assistance from CONSULTANT's personnel is required in order to evaluate or defend against such claims; CONSULTANT agrees to make its personnel available for consultation with LOCAL AGENCY'S construction contract administration and legal staff and for testimony, if necessary, at depositions and at trial or arbitration proceedings.
- B. CONSULTANT's personnel that LOCAL AGENCY considers essential to assist in defending against construction contractor claims will be made available on reasonable notice from LOCAL AGENCY. Consultation or testimony will be reimbursed at the same rates, including travel costs that are being paid for CONSULTANT's personnel services under this contract.
- C. Services of CONSULTANT's personnel in connection with LOCAL AGENCY's construction contractor claims will be performed pursuant to a written contract amendment, if necessary, extending the termination date of this contract in order to resolve the construction claims.

ARTICLE XXVIII CONFIDENTIALITY OF DATA

- A. All financial, statistical, personal, technical, or other data and information relative to LOCAL AGENCY's operations, which are designated confidential by LOCAL AGENCY and made available to CONSULTANT in order to carry out this contract, shall be protected by CONSULTANT from unauthorized use and disclosure.
- B. Permission to disclose information on one occasion, or public hearing held by LOCAL AGENCY relating to the contract, shall not authorize CONSULTANT to further disclose such information, or disseminate the same on any other occasion.

- C. CONSULTANT shall not comment publicly to the press or any other media regarding the contract or LOCAL AGENCY's actions on the same, except to LOCAL AGENCY's staff, CONSULTANT's own personnel involved in the performance of this contract, at public hearings or in response to questions from a Legislative committee.
- D. CONSULTANT shall not issue any news release or public relations item of any nature, whatsoever, regarding work performed or to be performed under this contract without prior review of the contents thereof by LOCAL AGENCY, and receipt of LOCAL AGENCY'S written permission.
- E. Any subcontract entered into as a result of this contract shall contain all of the provisions of this Article.
(For PS&E contracts add paragraph F, below, to paragraphs A through E, above)
- F. All information related to the construction estimate is confidential, and shall not be disclosed by CONSULTANT to any entity other than LOCAL AGENCY.

ARTICLE XXIX NATIONAL LABOR RELATIONS BOARD CERTIFICATION

In accordance with Public Contract Code Section 10296, CONSULTANT hereby states under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against CONSULTANT within the immediately preceding two-year period, because of CONSULTANT's failure to comply with an order of a federal court that orders CONSULTANT to comply with an order of the National Labor Relations Board.

ARTICLE XXX EVALUATION OF CONSULTANT

CONSULTANT's performance will be evaluated by LOCAL AGENCY. A copy of the evaluation will be sent to CONSULTANT for comments. The evaluation together with the comments shall be retained as part of the contract record.

ARTICLE XXXI RETENTION OF FUNDS

- A. Any subcontract entered into as a result of this Contract shall contain all of the provisions of this section.
(Local agency to include either B, C, or D below; delete the other two)
- B. No retainage will be withheld by the Agency from progress payments due the prime consultant. Retainage by the prime consultant or subconsultants is prohibited, and no retainage will be held by the prime consultant from progress due subconsultants. Any violation of this provision shall subject the violating prime consultant or subconsultants to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions Code. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the prime consultant or subconsultant in the event of a dispute involving late payment or nonpayment by the prime consultant or deficient subconsultant performance, or noncompliance by a subconsultant. This provision applies to both DBE and non-DBE prime consultants and subconsultants.
- C. No retainage will be held by the Agency from progress payments due the prime consultant. Any retainage held by the prime consultant or subconsultants from progress payments due subconsultants shall be promptly paid in full to subconsultants within 30 days after the subconsultant's work is satisfactorily completed. Federal law (49 CFR 26.29) requires that any delay or postponement of payment over the 30 days may take place only for good cause and with the Agency's prior written approval. Any violation of this provision shall subject the violating prime consultant or subconsultant to the penalties, sanctions and other remedies specified in Section 7108.5 of the Business and Professions Code. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the prime consultant or subconsultant in the event of a dispute involving late payment or nonpayment by the prime consultant,

deficient subconsultant performance, or noncompliance by a subconsultant. This provision applies to both DBE and non-DBE prime consultant and subconsultants.

- D. The Agency shall hold retainage from the prime consultant and shall make prompt and regular incremental acceptances of portions, as determined by the Agency, of the contract work, and pay retainage to the prime consultant based on these acceptances. The prime consultant, or subconsultant, shall return all monies withheld in retention from a subconsultant within thirty (30) days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by the agency. Federal law (49 CFR 26.29) requires that any delay or postponement of payment over thirty (30) days may take place only for good cause and with the agency’s prior written approval. Any violation of this provision shall subject the violating prime consultant or subconsultant to the penalties, sanctions and other remedies specified in Section 7108.5 of the Business and Professions Code. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the prime consultant or subconsultant in the event of a dispute involving late payment or nonpayment by the prime Consultant, deficient subconsultant performance, or noncompliance by a subconsultant. This provision applies to both DBE and non-DBE prime consultant and subconsultants.

ARTICLE XXXII NOTIFICATION

All notices hereunder and communications regarding interpretation of the terms of this contract and changes thereto, shall be effected by the mailing thereof by registered or certified mail, return receipt requested, postage prepaid, and addressed as follows:

CONSULTANT:

_____, Project Manager

LOCAL AGENCY:

_____, Contract Administrator

ARTICLE XXXIII CONTRACT

The two parties to this contract, who are the before named CONSULTANT and the before named LOCAL AGENCY, hereby agree that this contract constitutes the entire agreement which is made and concluded in duplicate between the two parties. Both of these parties for and in consideration of the payments to be made, conditions mentioned, and work to be performed; each agree to diligently perform in accordance with the terms and conditions of this contract as evidenced by the signatures below.

ARTICLE XXXIV SIGNATURES

(Name of Signer)

(Name of Signer)

Date: _____

EXHIBIT 10-H1 COST PROPOSAL Page 1 of 3

ACTUAL COST-PLUS-FIXED FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS

(DESIGN, ENGINEERING AND ENVIRONMENTAL STUDIES)

Note: Mark-ups are Not Allowed

Prime Consultant Subconsultant 2nd Tier Subconsultant

Consultant _____

Project No. _____ Contract No. _____ Date _____

DIRECT LABOR

Classification/Title	Name	Hours	Actual Hourly Rate	Total
(Project Manager)*	_____	_____	\$ _____	\$ _____
(Sr. Civil Engineer)	_____	_____	\$ _____	\$ _____
(Envir. Scientist)	_____	_____	\$ _____	\$ _____
(Inspector)**	_____	_____	\$ _____	\$ _____

LABOR COSTS

a) Subtotal Direct Labor Costs \$ _____

b) Anticipated Salary Increases (see page 2 for calculation) \$ _____

c) **TOTAL DIRECT LABOR COSTS [(a) + (b)]** \$ _____

INDIRECT COSTS

d) Fringe Benefits (Rate: _____%) e) Total Fringe Benefits [(c) x (d)] \$ _____

Overhead (Rate: _____%) g) Overhead [(c) x (f)] \$ _____

h) General and Administrative (Rate: _____%) i) Gen & Admin [(c) x (h)] \$ _____

j) **TOTAL INDIRECT COSTS [(e) + (g) + (i)]** \$ _____

FIXED FEE

k) **TOTAL FIXED FEE [(c) + (j) x fixed fee _____%]** \$ _____

l) CONSULTANT'S OTHER DIRECT COSTS (ODC) – ITEMIZE (Add additional pages if necessary)

Description of Item	Quantity	Unit	Unit Cost	Total
Mileage Costs			\$ _____	\$ _____
Equipment Rental and Supplies			\$ _____	\$ _____
Permit Fees			\$ _____	\$ _____
Plan Sheets			\$ _____	\$ _____
Test			\$ _____	\$ _____

l) **TOTAL OTHER DIRECT COSTS** \$ _____

m) SUBCONSULTANTS' COSTS (Add additional pages if necessary)

Subconsultant 1: _____ \$ _____

Subconsultant 2: _____ \$ _____

Subconsultant 3: _____ \$ _____

Subconsultant 4: _____ \$ _____

m) **TOTAL SUBCONSULTANTS' COSTS** \$ _____

n) **TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l)+(m)]** \$ _____

TOTAL COST [(c) + (j) + (k) + (n)] \$ _____

NOTES:

- Key personnel **must** be marked with an asterisk (*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (**). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
- The cost proposal format shall not be amended. Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans.
- Anticipated salary increases calculation (page 2) must accompany.

EXHIBIT 10-H1 COST PROPOSAL Page 2 of 3

ACTUAL COST-PLUS-FIXED FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS

(CALCULATIONS FOR ANTICIPATED SALARY INCREASES)

1. Calculate Average Hourly Rate for 1st year of the contract (Direct Labor Subtotal divided by total hours)

Direct Labor Subtotal per Cost Proposal	Total Hours per Cost Proposal	=	Avg Hourly Rate	5 Year Contract Duration
\$250,000.00	5000		\$50.00	Year 1 Avg Hourly Rate

2. Calculate hourly rate for all years (Increase the Average Hourly Rate for a year by proposed escalation %)

	Avg Hourly Rate		Proposed Escalation			
Year 1	\$50.00	+	2%	=	\$51.00	Year 2 Avg Hourly Rate
Year 2	\$51.00	+	2%	=	\$52.02	Year 3 Avg Hourly Rate
Year 3	\$52.02	+	2%	=	\$53.06	Year 4 Avg Hourly Rate
Year 4	\$53.06	+	2%	=	\$54.12	Year 5 Avg Hourly Rate

3. Calculate estimated hours per year (Multiply estimate % each year by total hours)

	Estimated % Completed Each Year		Total Hours per Cost Proposal		Total Hours per Year	
Year 1	20.0%	*	5000	=	1000	Estimated Hours Year 1
Year 2	40.0%	*	5000	=	2000	Estimated Hours Year 2
Year 3	15.0%	*	5000	=	750	Estimated Hours Year 3
Year 4	15.0%	*	5000	=	750	Estimated Hours Year 4
Year 5	10.0%	*	5000	=	500	Estimated Hours Year 5
Total	100%		Total	=	5000	

4. Calculate Total Costs including Escalation (Multiply Average Hourly Rate by the number of hours)

	Avg Hourly Rate (calculated above)		Estimated hours (calculated above)		Cost per Year	
Year 1	\$50.00	*	1000	=	\$50,000.00	Estimated Hours Year 1
Year 2	\$51.00	*	2000	=	\$102,000.00	Estimated Hours Year 2
Year 3	\$52.02	*	750	=	\$39,015.00	Estimated Hours Year 3
Year 4	\$53.06	*	750	=	\$39,795.30	Estimated Hours Year 4
Year 5	\$54.12	*	500	=	\$27,060.80	Estimated Hours Year 5
	Total Direct Labor Cost with Escalation			=	\$257,871.10	
	Direct Labor Subtotal before Escalation			=	\$250,000.00	
	Estimated total of Direct Labor Salary Increase			=	\$7,871.10	Transfer to Page 1

NOTES:

1. This is not the only way to estimate salary increases. Other methods will be accepted if they clearly indicate the % increase, the # of years of the contract, and a breakdown of the labor to be performed each year.
2. An estimation that is based on direct labor multiplied by salary increase % multiplied by the # of years is not acceptable. (i.e. \$250,000 x 2% x 5 yrs = \$25,000 is not an acceptable methodology)
3. This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.
4. Calculations for anticipated salary escalation must be provided.

EXHIBIT 10-H1 COST PROPOSAL Page 3 of 3

Certification of Direct Costs:

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

1. Generally Accepted Accounting Principles (GAAP)
2. Terms and conditions of the contract
3. [Title 23 United States Code Section 112](#) - Letting of Contracts
4. [48 Code of Federal Regulations Part 31](#) - Contract Cost Principles and Procedures
5. [23 Code of Federal Regulations Part 172](#) - Procurement, Management, and Administration of Engineering and Design Related Service
6. [48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board](#) (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement.

Local governments are responsible for applying only cognizant agency approved or Caltrans accepted Indirect Cost Rate(s).

Prime Consultant or Subconsultant Certifying:

Name: _____ Title *: _____

Signature : _____ Date of Certification (mm/dd/yyyy): _____

Email: _____ Phone Number: _____

Address: _____

*An individual executive or financial officer of the consultant’s or subconsultant’s organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List services the consultant is providing under the proposed contract:

--

EXHIBIT 10-H2 COST PROPOSAL Page 1 of 3

SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)
(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Note: Mark-ups are Not Allowed

Consultant _____ Prime Consultant Subconsultant 2nd Tier Subconsultant

Project No. _____ Contract No. _____ Participation Amount \$ _____ Date _____

For Combined Rate	Fringe Benefit % + General & Administrative %	=	Combined ICR%
OR			
For Home Office Rate	Fringe Benefit % + General & Administrative %	=	Home Office ICR%
For Field Office Rate	Fringe Benefit % + General & Administrative %	=	Field Office ICR%

Fee	=	%
-----	---	---

BILLING INFORMATION

CALCULATION INFORMATION

Name/Job Title/Classification ¹	Hourly Billing Rates ²			Effective Date of Hourly Rate		Actual or Avg. Hourly Rate ⁴	% or \$ Increase	Hourly Range - for Classifications Only
	Straight ³	OT(1.5x)	OT(2x)	From	To			
John Doe – Project Manager * Civil Engineer II	\$0.00	\$0.00	\$0.00	01/01/2016	12/31/2016	\$0.00		Not Applicable
	\$0.00	\$0.00	\$0.00	01/01/2017	12/31/2017	\$0.00	0.0%	
	\$0.00	\$0.00	\$0.00	01/01/2018	12/31/2018	\$0.00	0.0%	
Sue Jones – Construction Engineer/Inspector Engineer I	\$0.00	\$0.00	\$0.00	01/01/2016	12/31/2016	\$0.00		Not Applicable
	\$0.00	\$0.00	\$0.00	01/01/2017	12/31/2017	\$0.00	0.0%	
	\$0.00	\$0.00	\$0.00	01/01/2018	12/31/2018	\$0.00	0.0%	
Buddy Black – Claims Engineer Engineer III	\$0.00	\$0.00	\$0.00	01/01/2016	12/31/2016	\$0.00		Not Applicable
	\$0.00	\$0.00	\$0.00	01/01/2017	12/31/2017	\$0.00	0.0%	
	\$0.00	\$0.00	\$0.00	01/01/2018	12/31/2018	\$0.00	0.0%	
Land Surveyor **	\$0.00	\$0.00	\$0.00	01/01/2016	12/31/2016	\$0.00		\$00 - \$00
	\$0.00	\$0.00	\$0.00	01/01/2017	12/31/2017	\$0.00	0.0%	\$00 - \$00
	\$0.00	\$0.00	\$0.00	01/01/2018	12/31/2018	\$0.00	0.0%	\$00 - \$00
Technician	\$0.00	\$0.00	\$0.00	01/01/2016	12/31/2016	\$0.00		\$00 - \$00
	\$0.00	\$0.00	\$0.00	01/01/2017	12/31/2017	\$0.00	0.0%	\$00 - \$00
	\$0.00	\$0.00	\$0.00	01/01/2018	12/31/2018	\$0.00	0.0%	\$00 - \$00

(Add pages as necessary)

NOTES:

1. Key personnel **must** be marked with an asterisk (*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (**). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
2. The cost proposal format shall not be amended.
3. Billing rate = actual hourly rate * (1+ ICR) * (1+ Fee). Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans. All costs must comply with the Federal cost principles for reimbursement.
4. For named employees and key personnel enter the actual hourly rate. For classifications only, enter the Average Hourly Rate for that classification.

EXHIBIT 10-H2 COST PROPOSAL Page 2 of 3

SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)
(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Consultant _____ Prime Consultant Subconsultant

Project No. _____ Contract No. _____ Date _____

SCHEDULE OF OTHER DIRECT COST ITEMS (Add additional pages as necessary)				
Description of Item	Quantity	Unit	Unit Cost	Total
Mileage Costs			\$	\$
Equipment Rental and Supplies			\$	\$
Permit Fees			\$	\$
Plan Sheets			\$	\$
Test			\$	\$
Vehicle			\$	\$
Subconsultant 1:				\$
Subconsultant 2:				\$
Subconsultant 3:				\$
Subconsultant 4:				\$
Subconsultant 5:				\$

Note: Add additional pages if necessary.

NOTES:

1. List other direct cost items with estimated costs. These costs should be competitive in their respective industries and supported with appropriate documentation.
2. Proposed ODC items should be consistently billed regardless of client and contract type.
3. Items when incurred for the same purpose, in like circumstance, should not be included in any indirect cost pool or in the overhead rate.
4. Items such as special tooling, will be reimbursed at actual cost with supporting documentation (invoice).
5. Items listed above that would be considered "tools of the trade" are not reimbursable as other direct cost.
6. Travel related costs should be pre-approved by the contracting agency and shall not exceed current State Department of Personnel Administration rules.

7. If mileage is claimed, the rate should be properly supported by the consultant's calculation of their actual costs for company vehicles. In addition, the miles claimed should be supported by mileage logs.
8. If a consultant proposes rental costs for a vehicle, the company must demonstrate that this is its standard procedure for all of their contracts and that they do not own any vehicles that could be used for the same purpose.
9. The cost proposal format shall not be amended. All costs must comply with the Federal cost principles.
10. Add additional pages if necessary.
11. Subconsultants must provide their own cost proposals.

EXHIBIT 10-H2 COST PROPOSAL Page 3 of 3

Certification of Direct Costs:

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

- 7. Generally Accepted Accounting Principles (GAAP)
- 8. Terms and conditions of the contract
- 9. [Title 23 United States Code Section 112](#) - Letting of Contracts
- 10. [48 Code of Federal Regulations Part 31](#) - Contract Cost Principles and Procedures
- 11. [23 Code of Federal Regulations Part 172](#) - Procurement, Management, and Administration of Engineering and Design Related Service
- 12. [48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board](#) (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement.

Prime Consultant or Subconsultant Certifying:

Name: _____ Title *: _____

Signature : _____ Date of Certification (mm/dd/yyyy): _____

Email: _____ Phone Number: _____

Address: _____

* An individual executive or financial officer of the consultant’s or subconsultant’s organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List services the consultant is providing under the proposed contract:

--

EXHIBIT 10-H3 COST PROPOSAL Page 1 of 2

COST PER UNIT OF WORK CONTRACTS
(GEOTECHNICAL AND MATERIAL TESTING)

Note: Mark-ups are Not Allowed

Prime Consultant Subconsultant 2nd Tier Subconsultant

Consultant _____

Project No. _____ Contract No. _____ Date _____

Unit/Item of Work:

(Example: Log of Test Boring for Soils Report, or ADL Testing for Hazardous Waste Material Study)
Include as many Items as necessary.

DIRECT LABOR	Hours	Billing Hourly Rate (\$)	Total (\$)
Professional (Classification)*	_____	_____	_____
Sub-professional/Technical**	_____	_____	_____
EQUIPMENT 1 (with Operator)	_____	_____	_____
EQUIPMENT 2 (with Operator)	_____	_____	_____

Consultant’s Other Direct Costs (ODC) – Itemize:

Description of Item	Quantity	Unit	Unit Cost	Total
ODC Example: Travel/Mileage Costs			\$	\$
ODC Example: Mobilization/De-mobilization			\$	\$
ODC Example: Supplies/Consumables			\$	\$
ODC Example: Report			\$	\$
ODC (List more ODCs as applicable)			\$	\$
Subconsultant 1:				\$
Subconsultant 2:				\$
Subconsultant 3:				\$
Subconsultant 4:				\$
Subconsultant 5:				\$

Note: Attach additional pages if necessary.

TOTAL COST PER UNIT OF WORK \$ _____

NOTES:

1. Key personnel **must** be marked with an asterisk (*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (**). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals. The cost proposal format shall not be amended.
2. Hourly billing rates should include prevailing wage rates and be consistent with publicly advertised rates charged to all clients (Commercial, Private or Public).
3. Mobilization/De-mobilization is based on site location and number and frequency of tests/items.
4. ODC items shall be based on actual costs and supported by historical data and other documentation.
5. ODC items that would be considered “tools of the trade” are not reimbursable.
6. Billing Hourly Rates must be actual, allowable, and reasonable.

EXHIBIT 10-H3 COST PROPOSAL Page 2 of 2

Certification of Direct Costs:

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

- 13. Generally Accepted Accounting Principles (GAAP)
- 14. Terms and conditions of the contract
- 15. [Title 23 United States Code Section 112](#) - Letting of Contracts
- 16. [48 Code of Federal Regulations Part 31](#) - Contract Cost Principles and Procedures
- 17. [23 Code of Federal Regulations Part 172](#) - Procurement, Management, and Administration of Engineering and Design Related Service
- 18. [48 Code of Federal Regulation Part 9904 - Cost Accounting Standards Board](#) (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement.

Prime Consultant or Subconsultant Certifying:

Name: _____ Title*: _____

Signature : _____ Date of Certification (mm/dd/yyyy): _____

Email: _____ Phone Number: _____

Address: _____

* An individual executive or financial officer of the consultant’s or subconsultant’s organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List services the consultant is providing under the proposed contract:

--

EXHIBIT 10-I NOTICE TO PROPOSERS DBE INFORMATION

The Agency has established a DBE goal for this Contract of _____%

OR

The Agency has not established a goal for this Contract. However, proposers are encouraged to obtain DBE participation for this contract.

1. TERMS AS USED IN THIS DOCUMENT

- The term “Disadvantaged Business Enterprise” or “DBE” means a for-profit small business concern owned and controlled by a socially and economically disadvantaged person(s) as defined in Title 49, Code of Federal Regulations (CFR), Part 26.5.
- The term “Agreement” also means “Contract.”
- Agency also means the local entity entering into this contract with the Contractor or Consultant.
- The term “Small Business” or “SB” is as defined in 49 CFR 26.65.

2. AUTHORITY AND RESPONSIBILITY

- A. DBEs and other small businesses are strongly encouraged to participate in the performance of Contracts financed in whole or in part with federal funds (See 49 CFR 26, “Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs”). The Consultant must ensure that DBEs and other small businesses have the opportunity to participate in the performance of the work that is the subject of this solicitation and should take all necessary and reasonable steps for this assurance. The proposer must not discriminate on the basis of race, color, national origin, or sex in the award and performance of subcontracts.
- B. Proposers are encouraged to use services offered by financial institutions owned and controlled by DBEs.

3. SUBMISSION OF DBE INFORMATION

If there is a DBE goal on the contract, Exhibit 10-O1 *Consultant Proposal DBE Commitment* must be included in the Request for Proposal. In order for a proposer to be considered responsible and responsive, the proposer must make good faith efforts to meet the goal established for the contract. If the goal is not met, the proposer must document adequate good faith efforts. All DBE participation will be counted towards the contract goal; therefore, all DBE participation shall be collected and reported.

Exhibit 10-O2 *Consultant Contract DBE Information* must be included with the Request for Proposal. Even if no DBE participation will be reported, the successful proposer must execute and return the form.

4. DBE PARTICIPATION GENERAL INFORMATION

It is the proposer’s responsibility to be fully informed regarding the requirements of 49 CFR, Part 26, and the Department’s DBE program developed pursuant to the regulations. Particular attention is directed to the following:

- A. A DBE must be a small business firm defined pursuant to 13 CFR 121 and be certified through the California Unified Certification Program (CUCP).

- B. A certified DBE may participate as a prime consultant, subconsultant, joint venture partner, as a vendor of material or supplies, or as a trucking company.
- C. A DBE proposer not proposing as a joint venture with a non-DBE, will be required to document one or a combination of the following:
 - 1. The proposer is a DBE and will meet the goal by performing work with its own forces.
 - 2. The proposer will meet the goal through work performed by DBE subconsultants, suppliers or trucking companies.
 - 3. The proposer, prior to proposing, made adequate good faith efforts to meet the goal.
- D. A DBE joint venture partner must be responsible for specific contract items of work or clearly defined portions thereof. Responsibility means actually performing, managing, and supervising the work with its own forces. The DBE joint venture partner must share in the capital contribution, control, management, risks and profits of the joint venture commensurate with its ownership interest.
- E. A DBE must perform a commercially useful function pursuant to 49 CFR 26.55, that is, a DBE firm must be responsible for the execution of a distinct element of the work and must carry out its responsibility by actually performing, managing and supervising the work.
- F. The proposer shall list only one subconsultant for each portion of work as defined in their proposal and all DBE subconsultants should be listed in the bid/cost proposal list of subconsultants.
- G. A prime consultant who is a certified DBE is eligible to claim all of the work in the Contract toward the DBE participation except that portion of the work to be performed by non-DBE subconsultants.

5. RESOURCES

- A. The CUCP database includes the certified DBEs from all certifying agencies participating in the CUCP. If you believe a firm is certified that cannot be located on the database, please contact the Caltrans Office of Certification toll free number 1-866-810-6346 for assistance.
- B. Access the CUCP database from the Department of Transportation, Office of Business and Economic Opportunity Web site at: <http://www.dot.ca.gov/hq/bep/>.
 - 1. Click on the link in the left menu titled *Disadvantaged Business Enterprise*;
 - 2. Click on Search for a DBE Firm link;
 - 3. Click on *Access to the DBE Query Form* located on the first line in the center of the page.

Searches can be performed by one or more criteria. Follow instructions on the screen.

6. MATERIALS OR SUPPLIES PURCHASED FROM DBES COUNT TOWARDS THE DBE GOAL UNDER THE FOLLOWING CONDITIONS:

- A. If the materials or supplies are obtained from a DBE manufacturer, count 100 percent of the cost of the materials or supplies. A DBE manufacturer is a firm that operates or maintains a factory, or establishment that produces on the premises the materials, supplies, articles, or equipment required under the Contract and of the general character described by the specifications.
- B. If the materials or supplies purchased from a DBE regular dealer, count 60 percent of the cost of the materials or supplies. A DBE regular dealer is a firm that owns, operates or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the Contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business. To be a DBE regular dealer, the firm must be an established, regular business that engages, as its principal business and under its own name, in the

purchase and sale or lease of the products in question. A person may be a DBE regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone or asphalt without owning, operating or maintaining a place of business provided in this section.

- C. If the person both owns and operates distribution equipment for the products, any supplementing of regular dealers' own distribution equipment shall be, by a long-term lease agreement and not an ad hoc or Agreement-by-Agreement basis. Packagers, brokers, manufacturers' representatives, or other persons who arrange or expedite transactions are not DBE regular dealers within the meaning of this section.
- D. Materials or supplies purchased from a DBE, which is neither a manufacturer nor a regular dealer, will be limited to the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on the job site, provided the fees are reasonable and not excessive as compared with fees charged for similar services.

EXHIBIT 10-01 CONSULTANT PROPOSAL DBE COMMITMENT

1. Local Agency: _____ 2. Contract DBE Goal: _____
 3. Project Description: _____
 4. Project Location: _____
 5. Consultant's Name: _____ 6. Prime Certified DBE:

7. Description of Work, Service, or Materials Supplied	8. DBE Certification Number	9. DBE Contact Information	10. DBE %
Local Agency to Complete this Section		11. TOTAL CLAIMED DBE PARTICIPATION	%
17. Local Agency Contract Number: _____ 18. Federal-Aid Project Number: _____ 19. Proposed Contract Execution Date: _____	IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Written confirmation of each listed DBE is required.		
Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.			
_____ 20. Local Agency Representative's Signature 21. Date		_____ 12. Preparer's Signature 13. Date	
_____ 22. Local Agency Representative's Name 23. Phone		_____ 14. Preparer's Name 15. Phone	
_____ 24. Local Agency Representative's Title	_____ 16. Preparer's Title		

DISTRIBUTION: Original – Included with consultant's proposal to local agency.

ADA Notice: For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 654-6410 or TDD (916) 654-3880 or write Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

INSTRUCTIONS – CONSULTANT PROPOSAL DBE COMMITMENT**CONSULTANT SECTION**

- 1. Local Agency** - Enter the name of the local or regional agency that is funding the contract.
- 2. Contract DBE Goal** - Enter the contract DBE goal percentage as it appears on the project advertisement.
- 3. Project Description** - Enter the project description as it appears on the project advertisement (Bridge Rehab, Seismic Rehab, Overlay, Widening, etc.).
- 4. Project Location** - Enter the project location as it appears on the project advertisement.
- 5. Consultant's Name** - Enter the consultant's firm name.
- 6. Prime Certified DBE** - Check box if prime contractor is a certified DBE.
- 7. Description of Work, Services, or Materials Supplied** - Enter description of work, services, or materials to be provided. Indicate all work to be performed by DBEs including work performed by the prime consultant's own forces, if the prime is a DBE. If 100% of the item is not to be performed or furnished by the DBE, describe the exact portion to be performed or furnished by the DBE. See LAPM Chapter 9 to determine how to count the participation of DBE firms.
- 8. DBE Certification Number** - Enter the DBE's Certification Identification Number. All DBEs must be certified on the date bids are opened.
- 9. DBE Contact Information** - Enter the name, address, and phone number of all DBE subcontracted consultants. Also, enter the prime consultant's name and phone number, if the prime is a DBE.
- 10. DBE %** - Percent participation of work to be performed or service provided by a DBE. Include the prime consultant if the prime is a DBE. See LAPM Chapter 9 for how to count full/partial participation.
- 11. Total Claimed DBE Participation %** - Enter the total DBE participation claimed. If the total % claimed is less than item "Contract DBE Goal," an adequately documented Good Faith Effort (GFE) is required (see Exhibit 15-H DBE Information - Good Faith Efforts of the LAPM).
- 12. Preparer's Signature** - The person completing the DBE commitment form on behalf of the consultant's firm must sign their name.
- 13. Date** - Enter the date the DBE commitment form is signed by the consultant's preparer.
- 14. Preparer's Name** - Enter the name of the person preparing and signing the consultant's DBE commitment form.
- 15. Phone** - Enter the area code and phone number of the person signing the consultant's DBE commitment form.
- 16. Preparer's Title** - Enter the position/title of the person signing the consultant's DBE commitment form.

LOCAL AGENCY SECTION

- 17. Local Agency Contract Number** - Enter the Local Agency contract number or identifier.
- 18. Federal-Aid Project Number** - Enter the Federal-Aid Project Number.
- 19. Proposed Contract Execution Date** - Enter the proposed contract execution date.
- 20. Local Agency Representative's Signature** - The person completing this section of the form for the Local Agency must sign their name to certify that the information in this and the Consultant Section of this form is complete and accurate.
- 21. Date** - Enter the date the DBE commitment form is signed by the Local Agency Representative.
- 22. Local Agency Representative's Name** - Enter the name of the Local Agency Representative certifying the consultant's DBE commitment form.
- 23. Phone** - Enter the area code and phone number of the person signing the consultant's DBE commitment form.
- 24. Local Agency Representative Title** - Enter the position/title of the Local Agency Representative certifying the consultant's DBE commitment form.

EXHIBIT 10-O2 CONSULTANT CONTRACT DBE COMMITMENT

1. Local Agency: _____ 2. Contract DBE Goal: _____
 3. Project Description: _____
 4. Project Location: _____
 5. Consultant's Name: _____ 6. Prime Certified DBE: 7. Total Contract Award Amount: _____
 8. Total Dollar Amount for **ALL** Subconsultants: _____ 9. Total Number of **ALL** Subconsultants: _____

10. Description of Work, Service, or Materials Supplied	11. DBE Certification Number	12. DBE Contact Information	13. DBE Dollar Amount
Local Agency to Complete this Section			\$
20. Local Agency Contract Number: _____ 21. Federal-Aid Project Number: _____ 22. Contract Execution Date: _____			%
Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.			14. TOTAL CLAIMED DBE PARTICIPATION
IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Written confirmation of each listed DBE is required.			
_____ 23. Local Agency Representative's Signature		_____ 24. Date	_____ 15. Preparer's Signature
_____ 25. Local Agency Representative's Name		_____ 26. Phone	_____ 16. Date
_____ 27. Local Agency Representative's Title			_____ 17. Preparer's Name
			_____ 18. Phone
			_____ 19. Preparer's Title

DISTRIBUTION: 1. Original – Local Agency
 2. Copy – Caltrans District Local Assistance Engineer (DLAE). Failure to submit to DLAE within 30 days of contract execution may result in de-obligation of federal funds on contract.

ADA Notice: For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 654-6410 or TDD (916) 654-3880 or write Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

INSTRUCTIONS – CONSULTANT CONTRACT DBE COMMITMENTCONSULTANT SECTION

- 1. Local Agency** - Enter the name of the local or regional agency that is funding the contract.
- 2. Contract DBE Goal** - Enter the contract DBE goal percentage as it appears on the project advertisement.
- 3. Project Description** - Enter the project description as it appears on the project advertisement (Bridge Rehab, Seismic Rehab, Overlay, Widening, etc).
- 4. Project Location** - Enter the project location as it appears on the project advertisement.
- 5. Consultant's Name** - Enter the consultant's firm name.
- 6. Prime Certified DBE** - Check box if prime contractor is a certified DBE.
- 7. Total Contract Award Amount** - Enter the total contract award dollar amount for the prime consultant.
- 8. Total Dollar Amount for ALL Subconsultants** – Enter the total dollar amount for all subcontracted consultants. SUM = (DBEs + all Non-DBEs). Do not include the prime consultant information in this count.
- 9. Total number of ALL subconsultants** – Enter the total number of all subcontracted consultants. SUM = (DBEs + all Non-DBEs). Do not include the prime consultant information in this count.
- 10. Description of Work, Services, or Materials Supplied** - Enter description of work, services, or materials to be provided. Indicate all work to be performed by DBEs including work performed by the prime consultant's own forces, if the prime is a DBE. If 100% of the item is not to be performed or furnished by the DBE, describe the exact portion to be performed or furnished by the DBE. See LAPM Chapter 9 to determine how to count the participation of DBE firms.
- 11. DBE Certification Number** - Enter the DBE's Certification Identification Number. All DBEs must be certified on the date bids are opened.
- 12. DBE Contact Information** - Enter the name, address, and phone number of all DBE subcontracted consultants. Also, enter the prime consultant's name and phone number, if the prime is a DBE.
- 13. DBE Dollar Amount** - Enter the subcontracted dollar amount of the work to be performed or service to be provided. Include the prime consultant if the prime is a DBE. See LAPM Chapter 9 for how to count full/partial participation.
- 14. Total Claimed DBE Participation - \$:** Enter the total dollar amounts entered in the "DBE Dollar Amount" column. **%:** Enter the total DBE participation claimed ("Total Participation Dollars Claimed" divided by item "Total Contract Award Amount"). If the total % claimed is less than item "Contract DBE Goal," an adequately documented Good Faith Effort (GFE) is required (see Exhibit 15-H DBE Information - Good Faith Efforts of the LAPM).
- 15. Preparer's Signature** - The person completing the DBE commitment form on behalf of the consultant's firm must sign their name.
- 16. Date** - Enter the date the DBE commitment form is signed by the consultant's preparer.
- 17. Preparer's Name** - Enter the name of the person preparing and signing the consultant's DBE commitment form.
- 18. Phone** - Enter the area code and phone number of the person signing the consultant's DBE commitment form.
- 19. Preparer's Title** - Enter the position/title of the person signing the consultant's DBE commitment form.

LOCAL AGENCY SECTION

- 20. Local Agency Contract Number** - Enter the Local Agency contract number or identifier.
- 21. Federal-Aid Project Number** - Enter the Federal-Aid Project Number.
- 22. Contract Execution Date** - Enter the date the contract was executed.
- 23. Local Agency Representative's Signature** - The person completing this section of the form for the Local Agency must sign their name to certify that the information in this and the Consultant Section of this form is complete and accurate.
- 24. Date** - Enter the date the DBE commitment form is signed by the Local Agency Representative.
- 25. Local Agency Representative's Name** - Enter the name of the Local Agency Representative certifying the consultant's DBE commitment form.
- 26. Phone** - Enter the area code and phone number of the person signing the consultant's DBE commitment form.
- 27. Local Agency Representative Title** - Enter the position/title of the Local Agency Representative certifying the consultant's DBE commitment form.

RESOLUTION NO. ____-2018

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE
AFFIRMATION OF THE USE OF CALTRANS
LOCAL ASSISTANCE PROCEDURES MANUAL (LAPM) CHAPTER 10 FOR CONSULTANT
SELECTION ON STATE OR FEDERALLY
FUNDED PROJECTS

WHEREAS, Caltrans has notified the City of Porterville that it must use Caltrans procedures to procure consultant contracts whenever a project involves State or Federal funds; and

WHEREAS, Caltrans has also notified the City of Porterville it can place sanctions against the City and put on hold all future State and Federally funded projects for the City until such time as the City of Porterville affirms through resolution that it will use Caltrans procedures as defined in LAPM Chapter 10 to procure consultant contracts whenever a project involves State or Federal funds;

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Porterville does affirm and assure that Caltrans procedures to procure consultant contracts for all State and Federally funded projects shall be adhered to.

PASSED AND ADOPTED this 3rd day of April, 2018.

Milt Stowe, Mayor

ATTEST:
John Longley, City Clerk

By: Patrice Hildreth, Deputy Chief City Clerk



CITY COUNCIL AGENDA – APRIL 3, 2018

SUBJECT: Authorization to Advertise for Bids for Various Concrete and ADA Improvement Projects

SOURCE: Public Works

COMMENT: The Plans and Project Manual have been prepared for the Various Concrete and ADA Improvement Projects. The limits of the project will include improvements along Porterville City Hall, along the Centennial Plaza Building, a portion of concrete curb, gutter and sidewalk along Second Street and Third Street. The project will also include improvements at the Porterville Police Department Shooting Range. These improvements are necessary due to the non-conformance with ADA. Staff continues to actively update our City Facilities to conform with ADA policies.

The Plans and Project Manual have been completed and are available in the Pete V. McCracken Conference Room for Council's review.

The Engineer's Estimate of Probable Cost for the base bid is \$197,334.50. An additional \$19,733.45 is necessary for construction contingency (10%) and \$19,733.45 is required for construction management, surveying, quality control and inspection services, equating to a total construction cost of \$236,801.40.

In the past, contractors awarded a City project would have hired their own land surveyors. Due to a ruling by the State of California Board of Professional Engineers, Land Surveyors and Geologists, staff must directly engage the services of a land surveyor. The Board of Professional Engineers, et al, has ruled that a contractor is in violation of Business and Professional Code sections 8726 and 8729 if he (the contractor) hires the land surveyor.

Funding for the project is approved in the 2017/2018 FY budget. Initial planned funding appropriations as defined in the 2017/2018 FY Annual Budget are from three separate funding sources; 1) Asset Forfeiture Fund in the amount of \$20,000; 2) Local Transportation Funds in the amount of \$30,000; and 3) Surface Transportation Program Funds in the amount of \$150,000. The estimated cost for the project is \$236,801.40, equating to a shortfall of \$36,801.40 of Local Transportation Funds to fully fund the project.

RECOMMENDATION: That City Council:

1. Approve staff's recommended Plans and Project Manual;
2. Authorize staff to advertise for bids on the project;

3. Authorize the City Engineer to negotiate construction surveying services with one of the firms as approved by Council MO #02-100714; and
4. Authorize the Finance Director to appropriate \$36,801.40 from Local Transportation Funds to fully fund this project.

ATTACHMENTS:

1. Locator Map - ADA and Concrete
2. Engineer's Estimate for ADA and Concrete Project

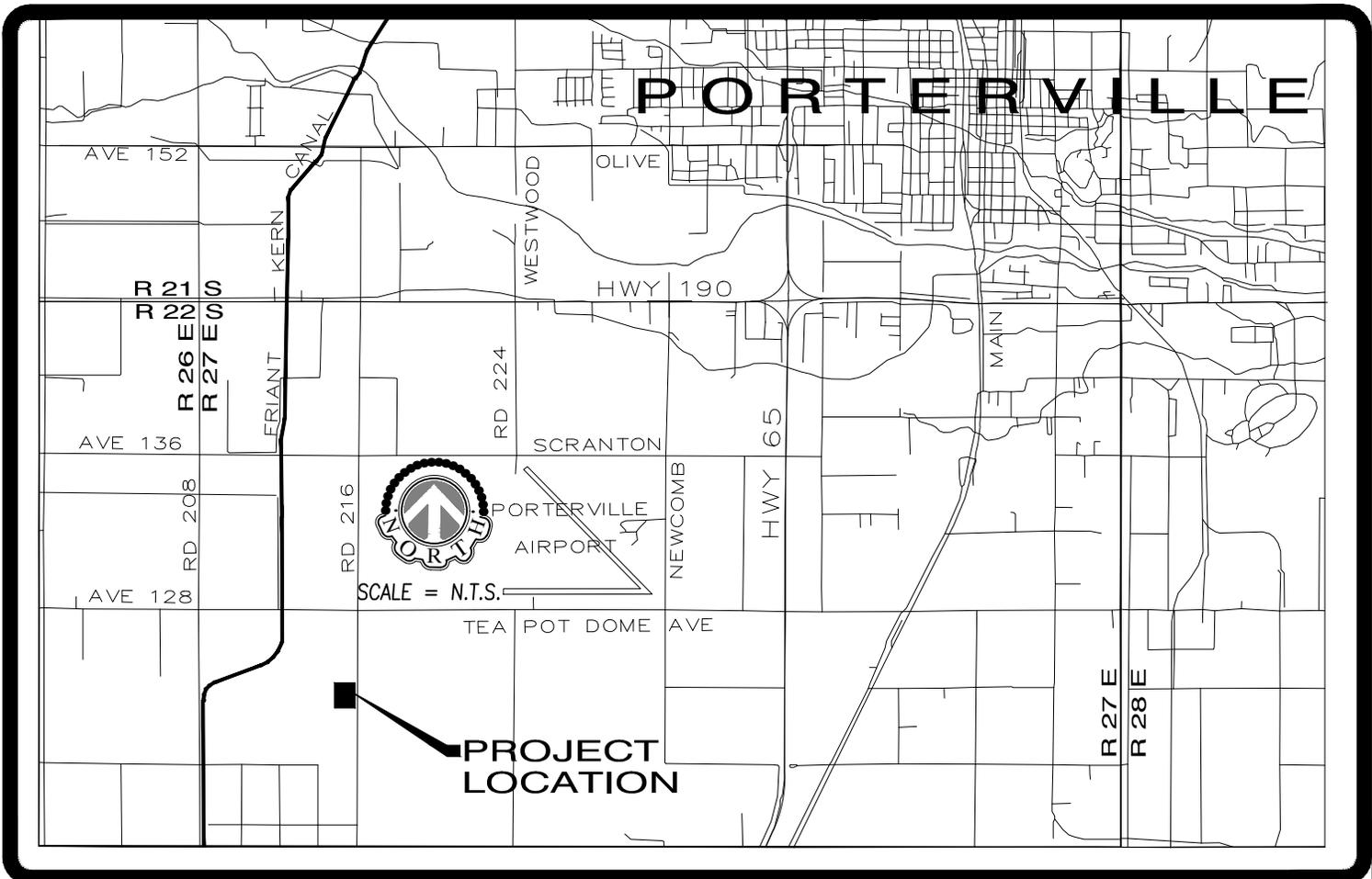
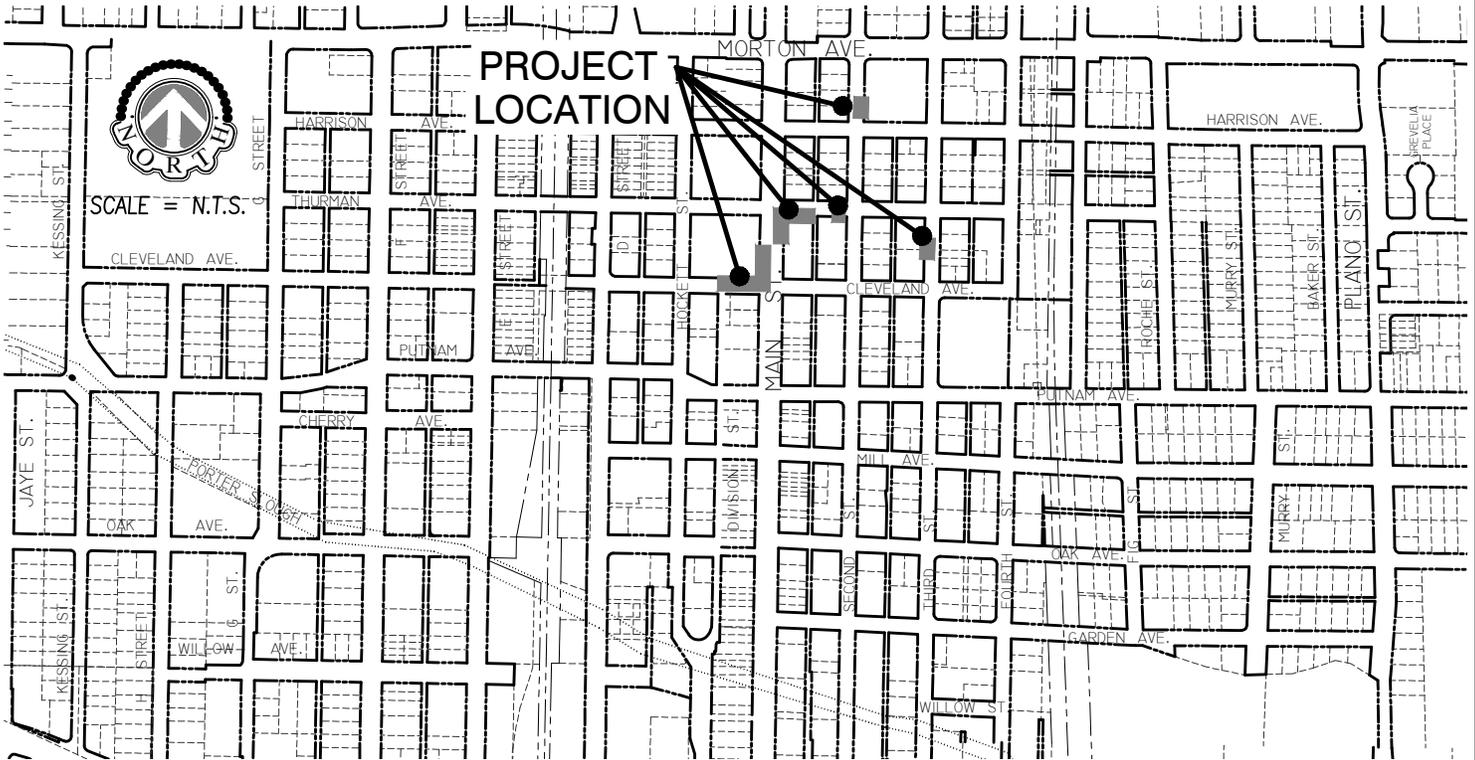
Appropriated/Funded: MB

Review By:

Department Director:

Mike Reed, Acting Public Works Director

Final Approver: Patrice Hildreth, Administrative Services Dir



CITY OF PORTERVILLE

ENGINEERING DIVISION

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

**VARIOUS CONCRETE
 AND ADA IMPROVEMENT
 PROJECT**

OWNER	-
APN	-
AREA	-
ACRES	-
SCALE	N.T.S.
DATE	-
DRAWN BY	-
CHECKED BY	-

CONCRETE IMPROVEMENTS - ENGINEER'S ESTIMATE

3/28/2018

BASE BID (PART 'A' - CITY HALL ADA IMPROVEMENTS - 9464)

Item	Description	Quantity	Unit	Unit Price*	Amount
1	Moblization, Demobilizing & Clean-Up	1	L.S.	\$ 5,000.00	\$ 5,000.00
2	Sawcutting, Demolition & Removal	1	L.S.	\$ 11,500.00	\$ 11,500.00
3	Traffic and Pedestrian Control	1	L.S.	\$ 1,500.00	\$ 1,500.00
4	Pothole Utilities	1	L.S.	\$ 3,000.00	\$ 3,000.00
5	Remove and Relocate 6' Bench	3	EA.	\$ 500.00	\$ 1,500.00
6	Furnish and Install 4" thick Concrete at ADA Ramps	412	S.F.	\$ 10.00	\$ 4,120.00
7	Furnish and Install Decomposed Granite at Ramps	31	C.Y.	\$ 30.00	\$ 930.00
8	Furnish and Install Curb and Gutter with 16" decomposed granite	16	L.F.	\$ 30.00	\$ 480.00
9	Furnish & Install 4" Thick Concrete with 16" decomposed granite (includes standard sidewalk and ramp landings)	716	S.F.	\$ 10.00	\$ 7,160.00
10	Furnish and Install dowels to connect to existing concrete.	5	L.S.	\$ 600.00	\$ 3,000.00
11	Furnish & Install Landscaping & Irrigation	1	L.S.	\$ 4,000.00	\$ 4,000.00
12	Furnish and Install 3" AC over 6" AB paveout and pavement transitions	100	S.F.	\$ 20.00	\$ 2,000.00
13	Paint Striping and Signage	1	L.S.	\$ 1,000.00	\$ 1,000.00
14	Install Truncated Dome mat	1	L.S.	\$ 500.00	\$ 500.00
15	Install Handrails per ADA accessibility standards	130	L.F.	\$ 20.00	\$ 2,600.00
Part A - City Hall ADA Improvements				Total	\$ 48,290.00

BASE BID (PART 'B' - CENTENIAL BUILDING ACCESS IMPROVEMENT PLAN - 9071)

Item	Description	Quantity	Unit	Unit Price	Amount
16	Moblization, Demobilizing & Clean-Up	1	L.S.	\$ 5,000.00	\$ 5,000.00
17	Sawcutting, Demolition & Removal	1	L.S.	\$ 18,500.00	\$ 18,500.00
18	Traffic and Pedestrian Control	1	L.S.	\$ 1,500.00	\$ 1,500.00
19	Pothole Utilities	1	L.S.	\$ 3,000.00	\$ 3,000.00
20	Furnish and Install Curb and Gutter	3	L.F.	\$ 30.00	\$ 90.00
21	Furnish & Install 4" Thick Concrete	1620	S.F.	\$ 8.00	\$ 12,960.00
22	Remove & Reinstall Brick Pavers	120	S.F.	\$ 10.00	\$ 1,200.00
23	Furnish & Install 4" Thick Concrete with 16" Decomposed Granite (includes standard sidewalks and ramp landings)	105	S.F.	\$ 10.00	\$ 1,050.00
24	Furnish & Install Drive Approach per City Std. C-20 Commercial/ Office Drive Approach	245	S.F.	\$ 25.00	\$ 6,125.00
25	Furnish and Install dowels to connect to existing concrete.	2	L.S.	\$ 60.00	\$ 120.00
26	Adjust Pedestal Lights to Proposed Finsihed Surface including Conduit	1	EA.	\$ 1,000.00	\$ 1,000.00
27	Furnish and Install 3" AC over 6" AB paveout and pavement transitions	90	S.F.	\$ 20.00	\$ 1,800.00
28	Adjust Water Valve Boxes to Finished Sidewalk Grade	2	L.S.	\$ 100.00	\$ 200.00
29	Adjust Existing Ramp Fill to Proposed Finished Grade	1	L.S.	\$ 5,000.00	\$ 5,000.00
30	Install Handrails per ADA accessibility standards	92	L.F.	\$ 20.00	\$ 1,840.00
Part B - CENTENIAL BUILDING ACCESS IMPROVEMENT PLAN)				Total	\$ 59,385.00

BASE BID (PART 'C' - 15 W MILL AVENUE - 3010)

Item	Description	Quantity	Unit	Unit Price*	Amount
36	Moblization, Demobilizing & Clean-Up	1	L.S.	\$ 2,500.00	\$ 2,500.00
37	Sawcutting, Demolition & Removal	1	L.S.	\$ 3,500.00	\$ 3,500.00
39	Pothole Utilities	1	L.S.	\$ 1,000.00	\$ 1,000.00

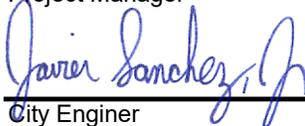
40	Furnish & Install 4" Thick Concrete with 16" Decomposed Granite (includes standard sidewalk and monolithic curb)	60	S.F.	\$ 20.00	\$ 1,200.00
41	Furnish and Install Commercial/Office Drive Approach per City Std. C-11 (includes alley v-gutter)	140	S.F.	\$ 25.00	\$ 3,500.00
42	Furnish and Install dowels to connect to existing concrete.	2	L.S.	\$ 600.00	\$ 1,200.00
43	Furnish and Install 3" AC over 6" AB paveout and Alley Pavement Transitions	140	S.F.	\$ 20.00	\$ 2,800.00
44	Reset Electrical Box to Finished Surface	1	EA.	\$ 500.00	\$ 500.00
Part C - 15 W MILL AVENUE				Total	\$ 16,200.00

BASE BID (PART 'D' - PD SHOOTING RANGE PARKING LOT - 9010)					
Item	Description	Quantity	Unit	Unit Price*	Amount
45	Moblization, Demobilizing & Clean-Up	1	L.S.	\$ 3,000.00	\$ 3,000.00
46	Sawcutting, Demolition & Removal	1	L.S.	\$ 5,000.00	\$ 5,000.00
47	Furnish & Install 6" Thick Concrete Slab (includes perimeter footing per plans)	780	S.F.	\$ 15.00	\$ 11,700.00
48	Furnish and Install dowels to connect to existing concrete.	1	L.S.	\$ 600.00	\$ 600.00
49	Paint Striping and Signage (includes tire stops)	1	L.S.	\$1,000	\$ 1,000.00
50	Regrade Existing Aggregate Base Rock for Drainage Swales per plans	1	L.S.	\$ 2,000.00	\$ 2,000.00
Part D - PD SHOOTING RANGE PARKING LOT				Total	\$ 23,300.00

BASE BID (PART 'E' - SECOND ST & THIRD ST CONCRETE IMPROVEMENTS - 9071)					
Item	Description	Quantity	Unit	Unit Price*	Amount
51	Moblization, Demobilizing & Clean-Up	1	L.S.	\$ 3,000.00	\$ 3,000.00
52	Sawcutting, Demolition & Removal	1	L.S.	\$ 9,000.00	\$ 9,000.00
53	Traffic and Pedestrian Control	1	L.S.	\$ 1,500.00	\$ 1,500.00
54	Pothole Utilities	1	L.S.	\$ 1,000.00	\$ 1,000.00
55	Furnish and Install Curb and Gutter	56	S.F.	\$ 30.00	\$ 1,680.00
50	Furnish & Install 4" Thick Concrete with 16" Decomposed Granite (includes standard sidewalk)	560	S.F.	\$ 10.00	\$ 5,600.00
52	Furnish and Install dowels to connect to existing concrete.	6	L.S.	\$ 600.00	\$ 3,600.00
56	Furnish and Install 3" AC over 6" AB paveout	192	S.F.	\$ 20.00	\$ 3,840.00
57	Tree Removal	1	EA.	\$ 3,000.00	\$ 3,000.00
Part E - SECOND ST & THIRD ST CONCRETE IMPROVEMENTS				Total	\$ 32,220.00

TOTAL (PART 'A' + PART 'B' + PART 'C' + Part 'D')	\$	179,395.00
10% Eng. Est. Contingency	\$	17,939.50
Total	\$	197,334.50

 3/28/2018
 Project Manager Date

 3/28/2018
 City Engineer Date

 3/28/2018
 Public Works Director Date





CITY COUNCIL AGENDA – APRIL 3, 2018

SUBJECT: Intent To Set a Public Hearing Moving to Phase III of the City's Water Conservation Plan

SOURCE: Public Works

COMMENT: The City of Porterville's Water Conservation Plan is structured in an effort to provide conservation results, reducing the overall residential consumption and continue to provide uninterrupted services to the community without compromising the operation of the City water distribution system. The City has been operating through the winter months in Phase IV of the City's Water Conservation Plan. As part of the Phase IV implementation, the City reduced watering days through the winter months, to a one day per week watering schedule, based on address. If an address ends with an "odd" number, the watering day is Saturday; if an address ends with an "even" number, the watering day is Sunday. Watering is prohibited between the hours of 5 a.m. to 10 a.m. and 5 p.m. to 10 p.m., with no watering allowed Monday, Tuesday, Wednesday, Thursday or Friday.

Conservation reduction guidelines presented in past Executive Orders and subsequent regulations adopted by the State Water Resources Control Board encourage conservation as a way of life. Taking into consideration the State Waterboards Self-Certification criteria for the City of Porterville, Council approved maintaining the current imposed conservation standard of 26% less than the production of 2013. The continuation of the current conservation goal keeps a standardized message that the City has worked to develop in public outreach, provides resiliency and capacity to ensure three years of supply under drought conditions, meet the minimum 20% conservation standard defined in the City's Urban Water Management Plan, and assists the City toward meeting the requirements of the Sustainable Groundwater Management Act (SGMA).

In response, the City of Porterville has developed a Conservation Plan that has been effective while still allowing some flexibility throughout the community. The City's Conservation Plan is an Odd/Even watering schedule composed of Five Phases; Phase I, is Voluntary 3-Day Watering week Schedule; Phase II, is Mandatory 3-Day Watering week Schedule; Phase III, is Mandatory 2-Day Watering week Schedule; Phase IV, is Mandatory 1-Day Watering week Schedule; and Phase V, is a No Outdoor Watering schedule.

Through the implementation of mandatory conservation, the City of Porterville has been able to maintain a cumulative conservation total reduction of 25% (June 2015 through February 2018). In order to maintain conservation

reductions, while providing flexibility to our citizens, it is staff's recommendation that we evaluate seasonal changes in the temperature and the need to transition from Phase IV to Phase III of the City's Water Conservation Plan. Staff recommends Council consider setting a Public Hearing for April 17, 2018, to discuss moving to Phase III of the City's Water Conservation Plan (Phase III is a Mandatory odd/even 2-day watering week schedule). Odd addresses would be allowed to water on Tuesday & Saturday and even addresses on Wednesday & Sunday. The City's Water Conservation Plan applies to all water users within the City's service area.

RECOMMENDATION: That City Council direct the City Clerk to notice a Public Hearing to discuss the transition from Phase IV to Phase III of the Water Conservation Plan during the April 17, 2018 meeting.

ATTACHMENTS: 1. Drought Response Phase III Flyer
2. Drought Response Phase IV Flyer

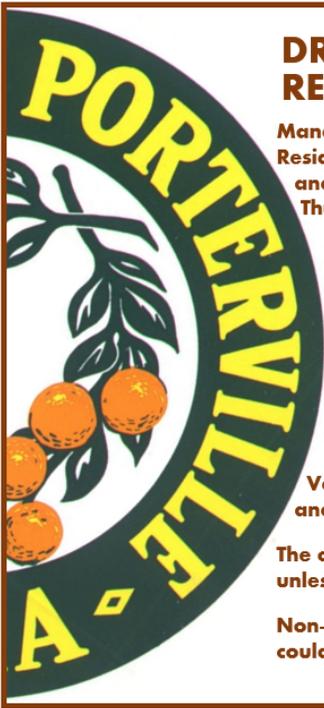
Appropriated/Funded:

Review By:

Department Director:

Mike Reed, Acting Public Works Director

Final Approver: Patrice Hildreth, Administrative Services Dir



DROUGHT RESPONSE Phase III

Mandatory Odd/Even Watering Schedule, based on address. Residents will be allowed TWO days a week to water lawns and landscapes. No watering allowed on Mondays, Thursdays, and Fridays.

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

No watering outdoor landscapes during and within 48 hours after measurable rainfall.

Excessive water runoff is prohibited.

The washing of sidewalks and driveways is prohibited.

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

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

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

DROUGHT RESPONSE PHASE III

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

Mandatory Odd/Even Watering Schedule

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

Odd Address
 Even Address

ODD NUMBER ADDRESSES

If your address ends with an "odd" number, 1, 3, 5, 7, or 9, your watering days are Tuesday and Saturday *only*.

OR

EVEN NUMBER ADDRESSES

If your address ends with an "even" number, 0, 2, 4, 6, or 8, your watering days are Wednesday and Sunday *only*.

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

**Mandatory
Odd/Even Watering
Schedule**

**Excessive water
runoff prohibited**

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

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

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

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

**NO WATERING ON
MONDAYS, THURSDAYS,
AND FRIDAYS.**



DROUGHT RESPONSE Phase IV

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

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

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

Excessive water runoff is prohibited.

The washing of sidewalks and driveways is prohibited.

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

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

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

DROUGHT RESPONSE PHASE IV

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

Mandatory Odd/Even Watering Schedule

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

Odd Address
 Even Address

Outdoor Watering is Prohibited

ODD NUMBER ADDRESSES

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

OR

EVEN NUMBER ADDRESSES

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

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

**Mandatory
Odd/Even Watering
Schedule**

**Excessive water
runoff prohibited**

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

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

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

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

**NO WATERING
MONDAY THROUGH
FRIDAY.**



CITY COUNCIL AGENDA – APRIL 3, 2018

SUBJECT: Amendment to Traffic Resolution No. 10-2001 - Remove Diagonal Parking on S. Hockett Street

SOURCE: Public Works

COMMENT: Periodically, staff reviews Traffic Resolution No. 10-2001 to make recommendations to City Council for changes that will make the resolution consistent with recent developments.

On March 15th, 2018, the City received written communication from STOP Alarm and Suncrest Bank located at or near the intersection of Olive Avenue and Hockett Street, to repeal Section 23-2 that requires diagonal parking along the west side of Hockett Street between Vine Avenue and Olive Avenue. In review by the Traffic Engineer, it is clear that there are safety concerns in this area such as limited visibility (Code adopted safe driver sight distance) at driveways and eastbound Olive Avenue vehicular traffic turning movements to Hockett Street.

Currently, Section 23-2 states "Motor vehicles parking on the west side of Hockett Street located between a point 293 feet south of the south right of way line of Olive Avenue and the north right of way line of Vine Avenue, shall use angular parking and shall be parked at an angle and within the marking established for such parking." Staff is recommending that Council repeal the adopted diagonal parking requirement and direct staff to implement marked parallel parking within said section of Hockett Street.

RECOMMENDATION: That City Council:

1. Approve the attached proposed Resolution amending Section 23-2 of Traffic Resolution No. 10-2001; and
2. Direct the Public Works Director to direct the City Engineer to implement marked parallel parking on the west side of Hockett Street between Vine Avenue and Olive Avenue in accordance with current standards.

ATTACHMENTS:

1. Draft Resolution
2. Locator Map
3. Letter - Stop Alarm
4. Email - Suncrest Bank

Appropriated/Funded:

Review By:

Department Director:

Mike Reed, Acting Public Works Director

Final Approver: John Lollis, City Manager

RESOLUTION NO. ____-2018

A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF PORTERVILLE AMENDING TRAFFIC RESOLUTION NO. 10-2001

WHEREAS: per Traffic Ordinance No. 1162, Traffic Resolution No. 10-2001 defines and establishes certain streets and parts of streets in the City of Porterville as one way streets, through streets, stop intersections, no parking areas, diagonal parking zones, no parking zones, truck routes and commercial vehicles prohibited streets; and

WHEREAS: the Traffic Resolution needs to be amended; and

NOW, THEREFORE, BE IT RESOLVED: By the City Council of the City of Porterville that the following change be made to Section 23 of Traffic Resolution No. 10-2001

Section 23. Diagonal Parking Zones. Remove from Section 23 the following:

23-2. Motor vehicles parking on the west side of Hockett Street between Olive Avenue and Vine Avenue, except that portion of the west side of Hockett Street located between a point 293 feet south of the south right of way line of Olive Avenue and the north right of way line of Vine Avenue shall use angular parking and shall be parked at an angle and within the marking established for such parking.

PASSED, APPROVED AND ADOPTED this 3rd day of April, 2018.

Milt Stowe, Mayor

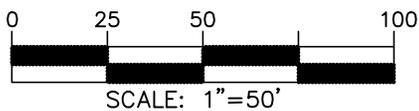
ATTEST:
John D. Lollis, City Clerk

By: _____
Patrice Hildreth, Chief Deputy City Clerk

SUBJECT
LOCATION

OLIVE AVENUE

S HOCKETT STREET



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

PROJECT LOCATION MAP

DRAWN BY	KRS
CHECKED BY	
SCALE	1"=50'
DATE	3/19/2018

SHEET
1
OF
1

SECURITY
TELECOMMUNICATIONS
OF
PORTERVILLE, INC.

65 S. Hockett ST.
PORTERVILLE, CA 93257
TEL: (559) 781-3310
1-800-994-3310
STOPALARM@OCSNET.NET
STOPALARM.COM
LIC: ACO-384 LIC: C-10-691523

MAR 15 2018

City of Porterville
Public Works Dept

Mr. Mike Reed
City of Porterville

March 15, 2018

Mike, in following up on our conversation concerning the parking on Hockett Street, between Olive and Vine on the West side of the street:

I have attached the other property owner (Suncrest Bank) email giving their approval in changing the parking from angle to parallel parking. As you can see we are both in agreement with this change.

Thank you very much in helping with this matter.



Ron Irish

*Installed, Monitored and Serviced By Local People
Local People Who Care*



From: Scott Quatacker [SQuatacker@suncrestbank.com]
Sent: 3/15/2018 1:06:54 PM
To: ron@stopalarm.com [ron@stopalarm.com]
Subject: FW: Parking along Hockett
Attachments: [image002.jpg](#) (3.97 Kb)

Hi Ron,

Below is the approval from our Chief Operating Officer to make the parking changes.

Thanks,

Scott Quatacker

Vice President

Commercial Banking Manager

Suncrest Bank

65 West Olive Avenue

Porterville, CA 93257

Cell: 559-920-1419

Office: 559-306-1344

Fax: 559-802-1018

squatacker@suncrestbank.com

From: Steve Jones
Sent: Thursday, March 15, 2018 12:56 PM
To: Scott Quatacker; Kenneth Thomas
Cc: Dustin Della
Subject: RE: Parking along Hockett

Scott,

Yes, that is fine.

Steve Jones

Chief Operating Officer

Direct: 559-375-7402

Fax: 559-261-9553

sjones@suncrestbank.com



From: Scott Quatacker
Sent: Thursday, March 15, 2018 12:11 PM
To: Steve Jones <SJones@suncrestbank.com>; Kenneth Thomas <KThomas@suncrestbank.com>
Cc: Dustin Della <DDella@suncrestbank.com>
Subject: Parking along Hockett

Hi All,

Our neighbor to the south (STOP Alarm owned by Ron Irish) has gotten approval from the city to re-stripe the parking along Hockett Street (runs along the east of the building). The city would re-stripe it to accommodate parallel parking as opposed to our current diagonal parking. From a safety issue it appears it would be an improvement over the design. There would be no cost to us. I've attached some pics for your review.

Ron is asking for an approval from me to submit to the city. Do I have the ok to make this change?

Thanks,

Scott

From: 5599201419@vzwpix.com [<mailto:5599201419@vzwpix.com>]

Sent: Thursday, March 15, 2018 11:44 AM

To: Scott Quatacker

Subject:



CITY COUNCIL AGENDA – APRIL 3, 2018

SUBJECT: Authorization to Accept FY 2017 State Homeland Security Grant in the Amount of \$32,977

SOURCE: Fire

COMMENT: The Porterville Fire Department is pleased to report that the City has been officially awarded a State Homeland Security Grant (SHSG) in the amount of \$32,977. The grant was filed under the enhanced response capabilities project for the purchase of a battery-powered hydraulic extrication system. The system will be replacing an extrication system that is at the end of its service life on Rescue 71. Staff recommends that Council accept the grant in order to start the purchase process in accordance with the SHSG project guidelines.

RECOMMENDATION: That the City Council authorize acceptance of FY 2017/18 State Homeland Security Grant funds in the amount of \$32,977 to be used for the replacement of an extrication system.

ATTACHMENTS: 1. Award Letter

Appropriated/Funded: MB

Review By:

Department Director:

Dave LaPere, Fire Chief

Final Approver: John Lollis, City Manager



Office of Emergency Services

5957 South Mooney Boulevard, Visalia, California 93277
(559) 624-8000 Telephone (559) 624-7499 Facsimile

February 1, 2018

Chief David LaPere,
Fire Chief
Porterville Fire Department
40 W Cleveland Ave
Porterville CA 93257
dlapere@ci.porterville.ca.us

Subject: NOTIFICATION OF SUBRECIPIENT AWARD
FY 2017 State Homeland Security Grant Program (SHSGP)
Subaward #: 2017-0083, Cal OES ID: 107-00000, CFDA #: 97-067

Dear Chief LaPere,

Please accept this letter as the official award notice for Porterville Fire Department from the FY 2017 State Homeland Security Grant Program, which allows for the expenditure of funds. A summary of your award status follows:

- **Project B, Project 002** – Enhance Response Capabilities: \$32,977 for the purchase of one (1) Battery Powered Hydraulic Package Extrication System.

See the attached Grant Award Workbook page for the approved equipment and corresponding AEL number (s). You are only allowed to purchase equipment listed on this workbook.

The FY 2017 SHSGP Grant Assurances are pending. However, sub-recipients must agree to the FY 2017 SHSGP Grant Assurances prior to receiving reimbursement by Tulare County OES.

Any activities requiring additional review (e.g., Environmental Planning and Historic Preservation, Allowability Requests, procurement of Aviation or Controlled Equipment, etc.) shall not incur costs until you receive written approval for those activities.

This subaward is subject to all provisions of 2 CFR Part 200, Subpart F - Audit Requirements. Any funds received in excess of current needs, approved amounts, or those found owed as a result of a final review or audit, must be refunded to the State within 30 days upon receipt of an invoice from Cal OES.

All invoices must be dated between February 1, 2018 and April 30, 2020 for your purchases to be eligible for reimbursement by Tulare County OES. Tulare County OES requests that all required documentation be submitted by April 30, 2020 to ensure sufficient time to process your paperwork.

Requests for reimbursement should be submitted to:

Office of Emergency Services
Tulare County HHSA
5957 South Mooney Boulevard
Visalia, California 93277

Please contact me at (559) 624-7498 with any questions, or by e-mail at alockman@tularehhsa.org.

Sincerely Yours,

A handwritten signature in black ink that reads "Andrew Lockman". The signature is written in a cursive, flowing style.

Andrew Lockman
Emergency Services Manager



CITY COUNCIL AGENDA – APRIL 3, 2018

SUBJECT: Request for Will Serve Letter to Extend Water Services to County Land Division Project at 1796 E. Springville Drive (Clinton W & Cathy M Johnson)

SOURCE: Public Works

COMMENT: Staff received a request from Tulare County Resources Management Agency (TC RMA) to provide a will serve letter for extension of water services to the property currently proposed for a land division project. The parcel is located at 1796 E. Springville Drive, in which the property owners, Clinton and Cathie Johnson, are requesting to split the single parcel into two parcels. Both houses on the single parcel have been connected to the City's water system as part of the East Porterville Water Supply Project. The property owners have executed an Exterritorial Service Agreement which includes a deed restriction that precludes expansion or modification of the current use, such as, but not limited to, additional structures or conversion of existing structures on the property to habitable units.

As proposed, the property owner has no plans to increase habitable structures on the two properties. However, the property owner could by right increase the habitable units from one unit on each property to two units on each property once the Parcel Map is recorded, creating additional impacts on the City's water system. At a minimum, City staff has asked TC RMA to acknowledge the recorded deed restriction on the final Parcel Map by placing a statement notifying current and future property owners that all of the land within the boundary of the final Parcel Map is encumbered by the current recorded deed restriction document, making it relatively more difficult to increase the number of habitable units.

RECOMMENDATION: That the City Council:

1. Direct staff to prepare a will serve letter on behalf of the property owner, Clinton & Cathie Johnson;
2. Require the Tulare County RMA to place a statement on the final Parcel Map that fully discloses to current and future property owners that the property is encumbered by an existing recorded deed restriction; and
3. Direct the Public Works Director to install a residential water service to the newly created parcel at 1796 E. Springville Drive once the final Parcel Map records and the Department of Water Resources conveys the East Porterville Water System to the City of Porterville.

- ATTACHMENTS:
1. Tentative Parcel Map - 1796 E Springville
 2. Extraterritorial Service Agreement - 1796 E Springville

Appropriated/Funded:

Review By:

Department Director:

Mike Reed, Acting Public Works Director

Final Approver: John Lollis, City Manager

Tentative Parcel Map

BEING A DIVISION OF A PORTION OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 32, TOWNSHIP 21 SOUTH, RANGE 28 EAST, MOUNT Diablo BASE AND MERIDIAN, IN THE COUNTY OF TULARE, STATE OF CALIFORNIA.

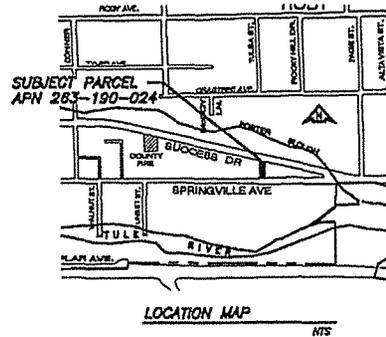
OWNER: CLINTON & CATHIE JOHNSON
 P.O. BOX 10053
 TERRA BELLA, CA 93270
 CELL 559.359.2802

ENGINEER: ROBERTS ENGINEERING
 P.O. BOX 908
 PORTERVILLE, CA. 93888
 PHONES 559.784.8328

EXISTING USE: SINGLE FAMILY RESIDENTIAL
PROPOSED USE: SINGLE FAMILY RESIDENTIAL
WATER SUPPLY: CITY OF PORTERVILLE- EXISTING
SEWAGE DISPOSAL: PORTER VISTA PUBLIC UTILITIES DISTRICT- EXISTING
ZONING: RAM
APN: 263-190-024
DATE: NOVEMBER 2017

MISCELLANEOUS NOTES:

1. CONTOURS TAKEN FROM USGS QUADANGLE MAP SUCCESS DMA, CA 2018
2. SITE IS LOCATED WITHIN FLOOD ZONE "X", AREA DETERMINED TO BE OUTSIDE OF THE OJIBWA ANNUAL CHANGE FLOOD PLAN, PER FEMA MAP NO. 08107C1811E, EFFECTIVE DATE JUNE 16, 2009.



LEGEND

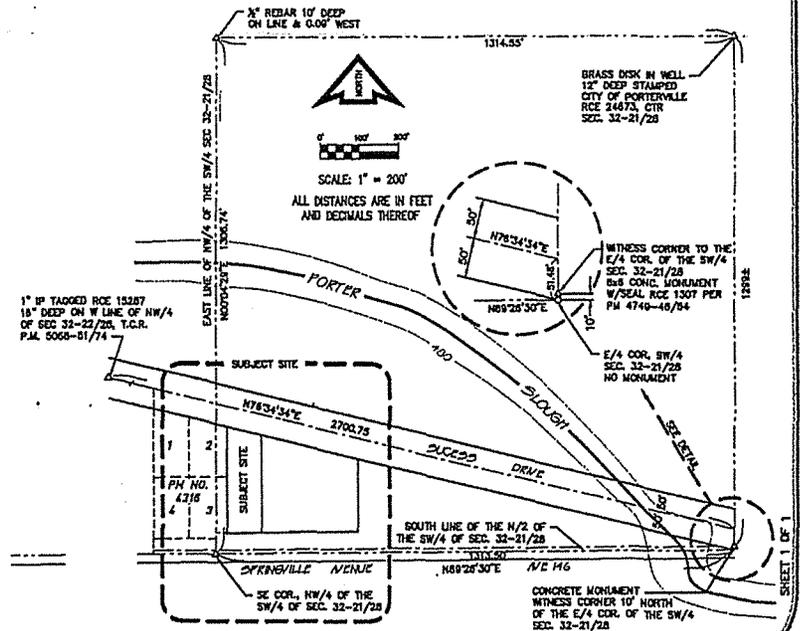
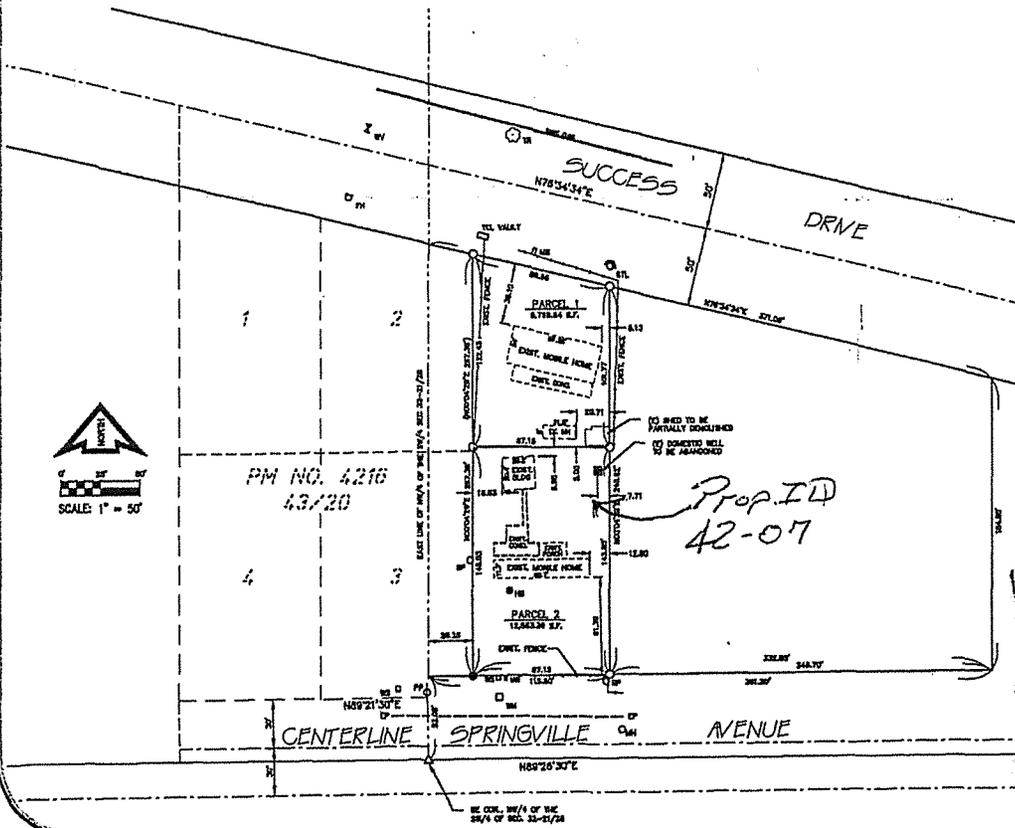
- ▲ MONUMENT AS DESCRIBED
- CORNER NOT FOUND ON SET
- 1/2" IRON ROD TAGGED RCE 13228
- DATA PER P.L.M. NO. 4218-43/20
- TR TREE
- WV WATER VALVE
- FH FIRE HYDRANT
- MB MAIL BOX
- STL STREET LIGHT
- SP SERVICE POLE
- HI HOSE RISE
- WS WATER SERVICE
- PP POWER POLE
- WM WATER METER
- MH MANHOLE
- EP EDGE OF PAVEMENT

OWNERS STATEMENT:

I AM THE LEGAL OWNER OF THE REAL PROPERTY SHOWN ON THIS MAP AND HEREBY APPLY FOR APPROVAL OF THIS DIVISION OF REAL PROPERTY. ROBERTS ENGINEERING IS THE AUTHORIZED AGENT OF SAID PROPERTY WITH RESPECT TO THIS PROPOSED DIVISION. THE INFORMATION SHOWN HEREON IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

DATE: 12/15/17
 DATE: 12/15/17

CLINTON JOHNSON
 CATHIE JOHNSON





42-07

CITY OF PORTERVILLE

APPLICATION FOR EXTRATERRITORIAL SERVICE AGREEMENT
FOR EAST PORTERVILLE DWR EMERGENCY CONNECTIONS

PROJECT ADDRESS AND NEAREST CROSS STREETS:
1796 E SPRINGVILLE AVE

NAME, MAILING ADDRESS AND TELEPHONE NUMBER OF PROPERTY OWNER(S):

JOHNSON CLINTON W & CATHY M

P O BOX 10053, TERRA BELLA CA 93270

559-359-2802

NAME, MAILING ADDRESS AND TELEPHONE NUMBER OF APPLICANT /CONTACT PERSON:

This Agreement will be in place until the date a future annexation of the property into the City of Porterville becomes effective.

The applicant for an Extraterritorial Service Agreement shall provide a concise and complete recital of the existing state of the property requesting connection to municipal services. Such information may include

- a. Site plans and/or photographs representing the subject property and its immediate surroundings as it exists at the date of application;
 - b. Legal description of the parcel of land that will be the subject of Extraterritorial Service Agreement;
 - c. Any deed restrictions existing or being imposed upon the parcel(s) of land for development, and a description of any reservation or dedication of land for public purposes. The City of Porterville will assist in the phasing as needed. It is understood the deed restrictions may change based upon a change in circumstances; and
 - d. Any further information that the City may require because of the particular nature or location of the development.
-
-

OWNER'S DECLARATION

STATE OF CALIFORNIA)
) ss
COUNTY OF TULARE)

I, JOHNSON CLINTON W & CATHY M, being duly sworn, declare and say that I am the owner of part (or all) of the property involved and that this application has been prepared in compliance with the requirements of the Porterville City Council as printed herein and that the foregoing information thoroughly and completely, to the best of my ability, presents the argument in behalf of the application except as to the matters stated to be on my information and belief.

I declare under penalty of perjury that the foregoing is true and correct, executed at

Porterville this 21th day of September, 2016.

Telephone 559-359-2802

Signed [Signature]

Mailing Address P O BOX 10053
TERRA BELLA CA 93270

This is to certify that the foregoing application has been inspected by me and found to be complete and acceptable for filing with the Porterville City Council.

Received 9/23/16
Date

Project No. 42-07

By [Signature]
Zoning Administrator

REQUIREMENTS FOR FILING APPLICATION FOR EXTRATERRITORIAL SERVICE AGREEMENT

- 1. Extraterritorial Service Agreement Application Form**
- 2. Legal Description of Parcel**
- 3. List of any Deed Restrictions**
- 4. Irrevocable Agreement to Annex**
- 5. Plot Plan, Drawings and Photographs**
- 6. Filing fee as identified in Fee Schedule**

The Extraterritorial Service Agreement Application form must be filled out completely. The application must be signed by the owner or authorized agent under penalty of perjury in the space provided on Page 3.

Submit this information and the application to the City of Porterville Community Development Department, Planning Division, 291 N Main Street, Porterville, California. The application must be complete in every respect, with all questions answered completely, before the Zoning Administrator can receive and certify the petition.

This application is not a permit. A public hearing will be held on your application.



Submittal Requirements for Irrevocable Agreement for Annexation to the City of Porterville

The following items are to be submitted at the time of application. However, prior to actual filing, all applicants are encouraged to contact the Planning Division of the Community Development Department at (559) 782-7460 or planning@ci.porterville.ca.us to schedule a pre-filing meeting at which time a planner can provide assistance regarding form and content of review submittals as well as information regarding City codes and policies.

The following items are to be submitted with this application. Please see attached application for details.

1. Completed application form;
2. Filing fees;
3. Legal description of land parcel(s);
4. Copy of recorded Grand Deed(s).

City of Porterville

Application for Irrevocable Agreement for Annexation to the City of Porterville

IAA# 42-07

Submittal Date 9/21/16

Fee \$ 458.06

PRC#

Property Owner JOHNSON CLINTON W & CATHY M

Phone 559-359-2802

Mailing Address P O BOX 10053, TERRA BELLA CA 93270

Total Acreage of the Project (Gross/Net) 0.5200000

Assessor's Parcel Number(s) for Property 263190024

Address of Property 1796 E SPRINGVILLE AVE 1796 E Springville 1795 E Success Dr ---

Existing County General Plan Designation R-A

Zoning R-A-M

Low Density Residential

RS-2 (Low Density Residential)

Current City General Plan Designation

Zoning

Please complete the following:

I/We the undersigned owner(s) of the above described property hereby request that the City Manager of the City of Porterville review, approve, and sign the Irrevocable Agreement for Annexation to the City of Porterville for the property(ies) described herein.

[Signature] 9-21-16
Signature 1 Date

Signature 2 Date

1796 E Springville Ave.
Street Address
Porterville, CA 93257
City, State, Zip

Street Address

City, State, Zip

Signature 3 Date

Signature 4 Date

Street Address

City, State, Zip

Street Address

City, State, Zip

Recording Requested by and
Upon Recordation return to:

City of Porterville
ATTN: Community Development Department
291 N Main Street
Porterville, CA 93257

Per Gov. Code §6103 no recording fee.
This is for the benefit of the City of Porterville.

IAA# 42-07



2017-0061629

Recorded	REC FEE	0.00
Official Records		
County of		
Tulare		
ROLAND P. HILL		
Clerk Recorder		
	NC	
08:22AM 06-Oct-2017	Page 1 of 4	

Irrevocable Agreement for annexation to the City of Porterville

This agreement is made this 21th day of September, 2016, between Johnson, Clinton hereinafter referred to as "Owner", and the City of Porterville, hereinafter referred to as "City".

Whereas, Owner is the owner of the real property consisting of approximately 0.52 gross acres located at 1796 E SPRINGVILLE AVE, Porterville, California, and is further described as follows: See attached deed restriction being further described as Assessor's Parcel Number 263190024.

Whereas, Owner requires use of the City Water system and the right to connect to the existing Water main which is contiguous to said property, or will be designed and installed by the State of California Department of Water Resources; and

Whereas, Owner is willing to permit the annexation of its property to the City of Porterville; and

Whereas, the City is willing to consent to the connection of said property to the Water main on the conditions that Owner permit said annexation to the City at the earliest possible time and record the attached deed restrictions to effectively limit changes in use or capacity of the site; and

Whereas, the City may proceed with the annexation of Owner's property plus other property, but said annexation will cause delay, which delay would create a substantial hardship for Owner.

Now, therefore, Owner does agree as follows:

1. Owner hereby gives its irrevocable consent to annexation of its property to the City at such time as the annexation may be properly approved through appropriate legal proceedings, and Owner does further agree to provide all reasonable cooperation and assistance to the City in the annexation proceedings. Said cooperation is contemplated to include signing any applications or consent prepared by the City and submitting any evidence reasonably within the control of Owner to the various hearings required for the annexation. Said cooperation does not include, however, any obligation on behalf of Owner to institute any litigation or judicial proceedings whatsoever to compel annexation to the City.
2. The City hereby agrees to authorize the connection of said property to the City's Water main located in Springville Ave.

3. Concurrent with connection to utilities, the State of California, on Owner's behalf, agrees to pay a fair share of annexation fees and other costs related to infrastructure as would ordinarily be charged on the annexation of property to the City, and as outlined in the fee schedule adopted by the City.
4. In addition to fees described above, the State of California, on Owner's behalf, shall pay all fees and charges and make all deposits required by City to connect to and use the Water. Those fees shall include, but not be limited to, the following:
 - LAFCo fee: (\$121 per phase, paid separately)
 - Extraterritorial Service Agreement fee (\$150 + \$0.0136 per s.f.) = \$ 458.06

Said fees shall be valid for a period of one year from the date of execution of this Agreement and shall be paid prior to the issuance of a Water connection permit. Fees paid after one year of the date of execution of this Agreement shall be subject to the fee amount in effect at that time. Owner agrees to be bound by all City ordinances, rules, and regulations respecting the Water system.
5. This agreement shall be recorded.
6. Owner executes this agreement on behalf of itself, its successors and assigns, and said Agreement shall be irrevocable without the prior written consent of both parties hereto.

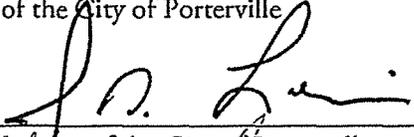
Executed this 21th day of September, 2016

Owner: JOHNSON CLINTON W
 P O BOX 10053
 TERRA BELLA CA 93270

By: 

City: Julie Phillips
 Julie Phillips, Community Development Manager

The City Manager and Mayor of the City of Porterville have been authorized to execute this Agreement of behalf of the City of Porterville


 City Manager of the City of Porterville


 Mayor of the City of Porterville

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

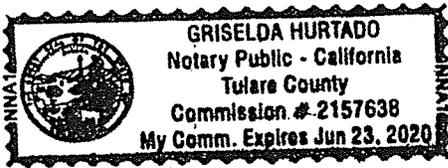
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Tulare)
On September 21, 2016 before me, Griselda Hurtado, Notary Public,
Date Here Insert Name and Title of the Officer
personally appeared Clinton Johnson
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature [Handwritten Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____
Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____ Signer's Name: _____
 Corporate Officer — Title(s): _____ Corporate Officer — Title(s): _____
 Partner — Limited General Partner — Limited General
 Individual Attorney in Fact Individual Attorney in Fact
 Trustee Guardian or Conservator Trustee Guardian or Conservator
 Other: _____ Other: _____
Signer Is Representing: _____ Signer Is Representing: _____

Deed Restriction for IAA # 42-07

1796 E SPRINGVILLE AVE, Porterville CA 93257

APN 263190024 (as of April 29, 2016), as further identified by the legal description recorded in

Grant Deed: 2004-0104411 on, 10/7/2004.

The property is currently developed with residential structures, including 3 habitable units.

As a condition of the extraterritorial service agreement, no expansion or modification of this use, including conversion of structures or addition of habitable structures, may be permitted without approval of the City Council of the City of Porterville. The keeping of animals may be maintained in accordance with Tulare County Animal Control and Land Use ordinances, until one year following the date of annexation.

Connection to and use of the municipal water system is subject to all water conservation requirements imposed by the City of Porterville, as well as the requirement to abandon wells upon municipal service connection. A parcel smaller than 5 acres with a Porterville Municipal Water Service Connection shall not receive water from a private well, nor develop additional wells in the future.

Any existing deed restriction shall not be affected in any way by the document recorded herewith.



CITY COUNCIL AGENDA – APRIL 3, 2018

SUBJECT: WildPlaces Mural Maintenance Agreement Renewal

SOURCE: Parks and Leisure Services

COMMENT: WildPlaces was awarded a \$10,000 Tulare County Step Up Grant at the beginning of 2012. The mural was approved by City Council in November 2012 to be painted on the west side of the library. WildPlaces worked with Burton School District Pathways students to paint the mural.

The mural is a depiction of the watershed, a vibrant backdrop of the Sierra Nevadas, buoyant currents of the Tule River from which emerge closed and open hands that hold a paint brush, a globe, a carrot, and a book. Also, depicted within the buoyant currents are several smaller images that represent growth, nature, agriculture, and healthy transportation.

It is time to renew the five-year mural maintenance agreement between the City of Porterville and WildPlaces. The agreement states that WildPlaces agrees that it shall preserve the integrity of the mural. The City agrees to not alter, damage, obstruct or remove the mural without written notification sixty days prior to WildPlaces. To date, WildPlaces hasn't had to do any maintenance to the mural. Staff, along with the Parks and Leisure Services Commission, recommend renewing the mural maintenance agreement. WildPlaces is amiable to the same. The Arts Commission was unable to discuss this item due to not meeting quorum the past two months.

RECOMMENDATION: That the City Council authorize renewal of the mural maintenance agreement between the City of Porterville and WildPlaces.

ATTACHMENTS: 1. WildPlaces 2018 Agreement

Appropriated/Funded:

Review By:

Department Director:

Donnie Moore, Parks and Leisure Services Director

Final Approver: John Lollis, City Manager

WildPlaces Mural Maintenance Agreement

Recognizing the value to the community, the following agreement has been adopted by the City of Porterville ("City") and the WildPlaces Organization ("WP"). This Agreement establishes policies regarding the maintenance and repairs of the "Wildplaces" mural located on the north/west side of the Library Facility at 41 West Thurman Avenue, Porterville California.

A. Term.

This Agreement shall be in effect for five (5) years beginning April 3, 2018, and ending April 2, 2023. At the completion of five (5) years, the Agreement shall be reviewed by both parties, and may be extended or amended upon mutual consent and in writing.

B. Indemnification and Insurance

1. To the fullest extent permitted by law, WP agrees to indemnify, defend and hold the City of Porterville, and all employees, officers and its representatives free and harmless from any liability arising from or related to WP participation in carrying out the Agreement or its maintenance activities. The City acknowledges that WP is responsible for, among other things, the quality of work and/or any claim related to the work by any third party including but not limited to the artist. WP acknowledges that the mural is owned by the City, and therefore the City shall release and hold WP harmless for any claims by third parties for damages related to the completed mural, so long as and to the extent said claims are not related to WP maintenance or other activities per this Agreement.
2. The City shall provide insurance coverage, in an amount and form it deems sufficient, for WP for its maintenance activities.

C. Rights and Responsibilities of the Committee

1. No conceptual changes are to be made to the approved original image without prior City Council approval.
2. WP agrees that it shall preserve the integrity of the wall and not alter, damage, obstruct or remove the mural. The City agrees to not alter, damage, obstruct or remove the mural without written notification sixty (60) days prior to WP.
3. WP covenants and agrees, for itself, its successors, and its assigns that it will keep the property walls (front and back) free of graffiti. Any repairs, costs and expense shall be the responsibility of WP. WP shall also be responsible for the continued maintenance of the graphic integrity portion (paint) of the mural including periodic coatings to protect against weathering from the elements and vandalism. WP further agrees to immediately initiate any needed repairs within forty eight (48 hours) of notice of the occurrence of graffiti or other damages to the mural, and WP further agrees to complete the repairs within a reasonable time. Finally, WP agrees to maintain a reasonable maintenance fund for the provision of timely repairs and maintenance.

4. If either party breaches this Agreement, the other party may give written notice of any alleged breach and the party receiving notice shall have ten (10) days from the date of such notice within which to cure the breach, unless the parties agree that a longer time period is necessary. If the breach is not cured within the 10 day period (or a longer period if agreed to by the parties), the party having given notice may terminate the Agreement with written notice of termination. Additionally, either party may terminate this Agreement without cause upon ninety (90) days notice to the other party.
5. This document contains the entire agreement of the parties and shall not be amended except by a writing executed by both parties. The parties have participated 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.
6. This Agreement is entered into and to be performed in Tulare County, California.

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

CITY

 Brian Ward, Mayor Pro Tem, City of Porterville

 Date

WILD PLACES

 Mehmet McMillan, Wild Places Organization

 Date

APPROVED AS TO FORM:

 Julia Lew, City Attorney

 Date



CITY COUNCIL AGENDA – APRIL 3, 2018

SUBJECT: Police Officer Cadet Classification Approval

SOURCE: Police

COMMENT: Over the past several years, the area of recruitment has been a major area of concern for the Police Department. The Department has been working to identify ways to mitigate this area of concern and believes one solution that will have a positive impact is the establishment of a Police Cadet Program.

The intent of the Police Cadet Program would be to hire individuals to perform part-time patrol duties, duties that are also currently being performed by community service officers assigned to the Patrol Division. The individuals selected for this program would be looking toward a law enforcement career as a sworn officer for the Porterville Police Department.

A primary purpose of the Police Cadet Program would be to provide some mitigation to staffing challenges the Department is, and may likely continue to be, facing. The Department has carefully considered the benefits of a Police Cadet Program and believes the establishment of such a program will greatly enhance the Department's ability to recruit future police officers by establishing a deeper applicant pool with already established ties to the Department. Although the Department does not hire to a full complement of allocated positions of sworn police officers due to budget limitations, there also currently exists an inability to hire even to the complement the budget allows. There are several reasons for this but primarily it is due to turnover and the subsequent lack of applicants that meet the standards of the Department to fill those vacated positions. The Department has, however, realized success in “growing their own” sworn officers through community service officers and police explorers, and this proposal will expand on that success.

Besides helping to mitigate the concern of recruitment in the future, the establishment of this program would have an immediate impact on the issue of the dramatic increase in calls for service the Department has experienced over the last several years. The majority of calls for service handled by police officers could, upon completion of their training, be handled by Police Cadets. This program would ultimately allow for more hours per week for response to low priority calls for service while increasing the hours per week for officer initiated activity.

The establishment of a Police Cadet program would impact the Department's budget and would require that a sworn officer position be “held open” (in

addition to positions held open for budgetary reasons) to allow for that impact. However, this position, and others, are continually not filled due to the previously mentioned reasons. In addition, it is hoped that the Police Department will be able to increase their allocation of sworn officers in the future and this would mitigate the impact by reestablishing the “held open” position by converting one or more of the future Officer positions to Police Cadet positions.

The initial implementation of a Police Cadet Program would involve hiring four (4) part-time Police Cadets which would equate to eighty (80) hours of duty time per week for response to low priority calls for service. If a sworn Officer position is “held open” to allow for the hiring of four (4) part time Police Cadets, this allows for eighty (80) hours of response availability versus the forty (40) hours for the sworn Officer. In addition, the eighty (80) hours of response availability by Police Cadets would be focused on low priority calls only. This would free up eighty (80) hours of officer response time to low priority calls, and allow officers the ability to respond more quickly to high priority calls (lowering response times) and substantially increase the time that officers have to conduct proactive law enforcement activities each week.

It also should be noted that when such a program exists, those hired as Police Cadets will not only provide an applicant pool for Police Officers, but can also be utilized as an applicant pool for Community Service Officers.

Based on the above information, it is proposed that Council authorize the establishment of a Police Cadet Program. To this end, staff requests that the Council approve the creation of a Police Cadet Classification with the job duties as provided on the attached Job Description, at Salary Range 150 (\$16.90 - \$20.62 per hour for part-time; or \$2,930-\$3,575 per month for full-time). This Salary Range is consistent with the Classification of Community Services Officer.

RECOMMENDATION: That the City Council:

1. Approve the creation of a new Police Officer Cadet classification at Range 150;
2. Authorize the allocation of four (4) Police Officer Cadet positions to the City's Allocation Schedule; and
3. Authorize Administrative Services staff to amend such personnel documents as may be necessary to effectuate said change.

ATTACHMENTS: 1. Police Cadet Job Description

Appropriated/Funded:

Review By:

Department Director:
Eric Kroutil, Police Chief

Final Approver: Patrice Hildreth, Administrative Services Dir

POLICE CADET

DEFINITION

Under general supervision, performs a variety of non-sworn/civilian duties in support of police operations and activities; functions as an investigator; performs a variety of duties involving in the enforcement and communication of State and local laws, codes, ordinances, and regulations pertaining to the care, keeping, treatment, and control of animals; responds to calls and patrols the City for animal control related problems; prepares accurate records and reports pertaining to such activities; and performs related duties as required.

DISTINGUISHING CHARACTERISTICS

This is a limited term, part-time appointment, intended for persons desiring to become a Police Officer for the Porterville Police Department. Incumbents of this class who do not possess a two or four year college degree are required to enroll in an accredited college/university, maintaining a minimum class load of three (3) units per semester, utilizing their own time and resources. A 2.0 or better grade point average per semester/quarter must be maintained. Incumbents serving the Police Cadet position must successfully qualify and be recommended for promotion to Police Trainee within three (3) years from date of appointment or be automatically released from employment.

REPRESENTATIVE DUTIES

The duties listed below are examples of the work typically performed by employees of this class. An employee may not be assigned all duties listed and may be assigned duties which are not listed below. Marginal duties are those which are least likely essential functions for any single position in this class.

1. Patrols the City and is available to assist motorists or citizens in need of non-safety law enforcement related services; provides police visibility in the community; writes citations as directed for violations of Vehicle Code and City Ordinance sections; and follows up on bicycle citations; authorizes the impound of vehicles for violations.
2. Takes reports of crimes and accidents from witnesses, victims and other involved parties; conducts searches for owners of found property; assists with the collection and preservation of evidentiary material at a crime scene or in conjunction with follow-up interviews with victims, witnesses or other sources having information; and makes referrals to community resources.
3. Investigates assigned cases (e.g. check/credit card fraud); interviews victims, witnesses and suspects; researches and collects evidence; and prepares narrative reports and other written materials.
4. Receives and stores property and evidence; testifies in court on matters relating to chain of evidence; takes and processes photographs; and may collect and transport evidence specimens from prisoners.

5. Researches files/documents and prepares reports related to the arrests of juveniles and/or in support of administration projects.
6. Interacts with citizens who are interested in volunteering and participating in community safety improvement efforts through informational programs regarding children identification, personal property identification issues, personal safety precautions, and becoming a community resource for problem identification.
7. Patrols assigned areas; pursues animals by vehicle and on foot; captures and impounds unlicensed, diseased, stray, and vicious animals; snares animals using special devices; cages or secures animals in Animal Control vehicles; examines captured animals for illness or injury; handles and properly transports sick or injured animals to a veterinarian for medical treatment.
8. Quarantines animals that are known or suspected of inflicting an animal bite on a person; imposes quarantine procedures and provides follow-up contact to ascertain if the animal is showing any signs of sickness or rabies.
9. Removes dead animals from roadways and other areas using special devices; properly disposes of dead animals.
10. Conducts facility maintenance, kennel and cage cleaning, and sanitation at the animal shelter.
11. Investigates reports of complaints of animals creating nuisances and takes appropriate action; investigates reports of violations including inhumane care or neglect of and cruelty to animals, dog bite incidents, and vicious dog attacks; issues citations and warnings to enforce State laws and City animal regulations; conducts investigations, interviews witnesses, victims and animal owners to determine if violations have occurred.
12. Prepares reports and maintains accurate records, logs, and files of the animals and activities; files reports with the Health Department; prepares cases and complaints for court action; testifies in court; answers questions and provides public education regarding laws, enforcement procedures, humane animal care and services, and owner responsibilities.
13. Assists Police Officers and other agencies in taking pets into protective custody resulting from a death, arrest, or other emergency; captures and impounds wildlife for relocation or euthanization.
14. Performs central reception duties; assists in the Records Unit and with public counter traffic, signs off vehicle equipment correction citations; acts as courier in the delivery of materials, supplies and equipment as directed; explains the operations of the department and provides tours of the facility.

EMPLOYMENT STANDARDS

Education and/or Experience

High School Diploma or GED.

Knowledge of:

Skill in operating modern office equipment, including computer equipment and various programs; necessary tools and devices to capture and immobilize animals; a radio; and a motor vehicle safely.

Ability to:

Learn and apply State and local laws, regulations or ordinances, department policies, procedures and regulations; perform civilian patrol duty; perform animal control duty; write clean, concise and accurate reports; analyze situations and take quick, effective and reasonable action; follow verbal and written directions; establish and maintain effective working relationships with superiors, peers, subordinates and the general public; communicate effectively, both verbally and in writing; and make public presentations.

Special Requirements

Possession of or ability to obtain and maintain a valid California Drivers' License; must be at least 18 years of age and be able to pass an extensive background check; ability to obtain a certificate of completion of PC 832 Course-Basic laws of arrest.

Physical Demands

While performing the essential functions of this position the employee is regularly required to stand, walk, reach with hands and arms, climb, balance, stoop, kneel, crouch, crawl, lift and/or move up to 100 lbs.; frequently exposed to fumes, odors, airborne particles, toxic or caustic substances, excessive noise, temperature extremes, vehicular traffic, dampness/humidity, confrontational persons, animals, and various forms of wildlife.

WORKING CONDITIONS

Periodic contact with angry and upset individuals. Temperature fluctuations due to both seasonal extremes while working in and outside. Independent travel throughout the area is required. Employees may be around animals that are agitated or injured, that may attempt to bite or scratch. At times, worksite could be loud from barking dogs.



CITY COUNCIL AGENDA – APRIL 3, 2018

SUBJECT: Request for Proclamation - Arbor Day - April 27, 2018

SOURCE: Administrative Services

COMMENT: At its meeting of October 1, 2013, the Council amended the process by which proclamations are approved, and affirmed the process at its meeting on February 21, 2017. The process requires that all proclamations must be sponsored by one Council Member, after which the request is then placed on the Council's agenda for consideration and approval by a majority of the Council.

The Parks and Leisure Services Parks Division has requested that the Council consider approval of a proclamation to proclaim April 27, 2018, as "Arbor Day" in Porterville. Council Member Hamilton is sponsoring this proclamation request. If approved, the proclamation will be presented on April 27, 2018, 1:00 p.m. at Murry Park.

RECOMMENDATION: That the City Council consider approval of the request to proclaim April 27, 2018, as "Arbor Day" in the city of Porterville.

ATTACHMENTS: 1. Proclamation Request

Appropriated/Funded: N/A

Review By:

Department Director:

Patrice Hildreth, Administrative Services Dir

Final Approver: John Lollis, City Manager



City of Porterville
REQUEST FOR PROCLAMATION



MAR 14 2018

CITY OF PORTERVILLE
 CITY CLERK OFFICE

Date of Request: 3/21/18

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

Name of Sponsoring Organization: PARKS AND LEISURE SERVICES

Name of Contact Person: DONNIE MOORE

Address: 291 N. MAIN

Phone: 782-7536 FAX: 782-7465

E-mail: dmoore@ci.porterville.ca.us

I would like the proclamation: presented at a Council Mtg. mailed call for pick-up

Date(s) of Event: 4/27/18 11:00 PM @ MURRY PARK

Date of Council Meeting to be presented, if applicable: _____
(Council meets 1st and 3rd Tuesdays of each month.)

Individual or representative attending Council Meeting to receive proclamation:

Please attach a sample of your proclamation, or the pertinent information needed to formulate your proclamation. If assistance is needed, or if you need a sample provided, or to return this form, contact:

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

All requests require a sponsorship by a member of the Council prior to being placed on a City Council Agenda for consideration, and are subject to approval by a majority of the Council. Please see the attached language regarding the process and timelines for submittal.

City Clerk's Section

Request Received: 3/14/18 Sponsored by: Hamilton Date: 3/14/18

Approved by Council: yes no Date: _____

Notification to Contact person done (date): _____ in writing by phone

Items (s) mailed _____ faxed _____ picked up _____

Comment: _____

WHEREAS: In 1872, J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees. That day, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska; and

WHEREAS: Arbor Day is now observed throughout the nation and the world; and

WHEREAS: Trees in our cities and towns help clean the air, conserve soil and water, moderate temperature and bring nature into our daily lives, and the Tree City USA designation recognizes the work of elected officials, staff and citizens who plant and care for the community forest; and

WHEREAS: The City of Porterville has been named a Tree City USA community by the National Arbor Day Foundation for the 25th year in a row to honor its commitment to community forestry, now with over 14,000 City street trees within Porterville's 14.8 square miles.

NOW, THEREFORE, I, Milt Stowe, Mayor of the City of Porterville, on behalf of the Porterville City Council, do hereby proclaim April 27, 2018, as—

"ARBOR DAY"

in the City of Porterville, and urge all citizens to support efforts to care for our trees in the urban forest and to support our City's community forestry program. I further urge all citizens to participate in the Community Tree Planting to be held to commemorate this day.

PROCLAIMED this 27th day of April, 2018.



CITY COUNCIL AGENDA – APRIL 3, 2018

SUBJECT: Request for Proclamation - Iris Festival Day - April 28, 2018

SOURCE: Administrative Services

COMMENT: At its meeting of October 1, 2013, the Council amended the process by which proclamations are approved, and affirmed the process at its meeting on February 21, 2017. The process requires that all proclamations must be sponsored by one Council Member, after which the request is then placed on the Council's agenda for consideration and approval by a majority of the Council.

The Chamber of Commerce has requested that the Council consider approval of a proclamation to proclaim April 28, 2018, as Iris Festival Day. Council Member Hamilton is sponsoring this proclamation request. If approved, the applicant requests that the proclamation be presented at the City Council Meeting of April 17, 2018.

RECOMMENDATION: That the City Council consider approval of the request to proclaim April 28, 2018, as "Iris Festival Day."

ATTACHMENTS: 1. Proclamation Request

Appropriated/Funded: N/A

Review By:

Department Director:

Patrice Hildreth, Administrative Services Dir

Final Approver: John Lollis, City Manager



City of Porterville
REQUEST FOR PROCLAMATION



CITY OF PORTERVILLE
CITY CLERK OFFICE

Date of Request: 3-13-18

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

Name of Sponsoring Organization: Porterville Chamber of Commerce

Name of Contact Person: Xochitl Salomon-Johnson

Address: 93 W. Main Street

Phone: 559-784-7502 FAX: _____

E-mail: Monte@portervillechamber.org, info@portervillechamber.org

I would like the proclamation: presented at a Council Mtg. mailed call for pick-up

Date(s) of Event: April 28th 2018

Date of Council Meeting to be presented, if applicable: 4-17-18
(Council meets 1st and 3rd Tuesdays of each month.)

Individual or representative attending Council Meeting to receive proclamation:
William Garfield - Board Chair

Please attach a sample of your proclamation, or the pertinent information needed to formulate your proclamation. If assistance is needed, or if you need a sample provided, or to return this form, contact:

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

All requests require a sponsorship by a member of the Council prior to being placed on a City Council Agenda for consideration, and are subject to approval by a majority of the Council. Please see the attached language regarding the process and timelines for submittal.

City Clerk's Section

Request Received: 3/14/18 Sponsored by: Hamilton Date: 3/14/18

Approved by Council: yes no Date: _____

Notification to Contact person done (date): _____ in writing by phone

Items (s) mailed _____ faxed _____ picked up _____

Comment: _____

WHEREAS: On January 8, 1963, the City Council of the City of Porterville adopted the Iris as the official flower of the City of Porterville, and

WHEREAS: Spring is traditionally ushered in with the blooming of flowers, and the Porterville Chamber of Commerce presented the first Annual Porterville Iris Festival in April 1999 in Porterville in recognition of the unique beauty of the Iris; and

WHEREAS: This year is the 20th offering of the Iris Festival which has been attended by over 300,000 people over its 19 years;

WHEREAS: Local festivities for the 20th Annual Porterville Iris Festival include a variety of activities which celebrate both the Iris and the attributes of our community; and combine to create a springtime community wide festival; and

WHEREAS: This year the Porterville Iris Festival will again welcome over 25,000 people from Porterville, the surrounding area, throughout California, and beyond; and

WHEREAS: This celebration of the Iris has created a unique opportunity for families, friends, and visitors to join together to enjoy entertainment, arts and crafts, a chili cook-off, activities for children, antiques, and a chalk art contest.

NOW, THEREFORE, I, Milt Stowe, Mayor of the City of Porterville, on behalf of the Porterville City Council, do hereby proclaim April 28, 2018, as

"IRIS FESTIVAL DAY"

and urge all citizens of our community to join with the City in celebrating the official City flower, the festivities held in its name, and enjoy Porterville in bloom.

PROCLAIMED this day of April, 2018.

Milt Stowe,
Mayor

Cam Hamilton,
Vice Mayor

Martha Flores,
Council Member

Brian E. Ward,
Council Member

Monte Reyes,
Council Member



CITY COUNCIL AGENDA – APRIL 3, 2018

SUBJECT: Request for Proclamation - Volunteer Appreciation Week - April 15-21, 2018

SOURCE: Administrative Services

COMMENT: At its meeting of October 1, 2013, the Council amended the process by which proclamations are approved, and affirmed the process at its meeting on February 21, 2017. The process requires that all proclamations must be sponsored by one Council Member, after which the request is then placed on the Council's agenda for consideration and approval by a majority of the Council.

The Parks and Leisure Services Library Division has requested that the Council consider approval of a proclamation to proclaim April 15 through 21, 2018, as "Volunteer Appreciation Week" in Porterville. Council Member Flores is sponsoring this proclamation request. If approved, the proclamation will be presented at the April 17, 2018, City Council meeting.

RECOMMENDATION: That the City Council consider approval of the request to proclaim April 15-21, 2018, as "Volunteer Appreciation Week" in the city of Porterville.

ATTACHMENTS: 1. Proclamation Request

Appropriated/Funded: N/A

Review By:

Department Director:

Patrice Hildreth, Administrative Services Dir

Final Approver: John Lollis, City Manager



City of Porterville
REQUEST FOR PROCLAMATION

Date of Request: March 16, 2018

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

Name of Sponsoring Organization: City Library

Name of Contact Person: Rebecca Jauriqui

Address: _____

Phone: Ext. 7493 FAX: _____

E-mail: rebecca.jauriqui@sjvls.org

I would like the proclamation: presented at a Council Mtg. mailed call for pick-up

Date(s) of Event: April - 15 - 21

Date of Council Meeting to be presented, if applicable: April 17
(Council meets 1st and 3rd Tuesdays of each month.)

Individual or representative attending Council Meeting to receive proclamation:
Staff and/or Volunteer

Please attach a sample of your proclamation, or the pertinent information needed to formulate your proclamation. If assistance is needed, or if you need a sample provided, or to return this form, contact:

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

All requests require a sponsorship by a member of the Council prior to being placed on a City Council Agenda for consideration, and are subject to approval by a majority of the Council. Please see the attached language regarding the process and timelines for submittal.

City Clerk's Section

Request Received: 3/16/18 Sponsored by: Flores Date: 3/27/18

Approved by Council: yes no Date: _____

Notification to Contact person done (date): _____ in writing by phone

Items (s) mailed _____ faxed _____ picked up _____

Comment: _____

City of Porterville

Proclamation

WHEREAS: the month of April has been designated nationally as Volunteer Appreciation Month to recognize the hard work, dedication and passion of our volunteers; and

WHEREAS: the City Of Porterville wishes to honor all volunteers working on Commissions, Committees, Libraries, as well as the Adult Learning Center and other capacities for their commitment and hard work to make a real difference in their community; and

WHEREAS: volunteerism offers opportunities to every citizen to participate in their city in order to meet community needs; and

WHEREAS: volunteering changes the lives of volunteers in a positive way by increasing self-confidence, self-esteem and physical wellbeing; and

WHEREAS: through the dedication and devotion of volunteers, stems the true strength of citizenship; and

WHEREAS: volunteers show every day through their actions that they truly care about their communities and the people who live in them; and

WHEREAS: we continue to rely on the efforts of volunteers to enrich our community; and

NOW THEREFORE, I, MILT STOWE, Mayor of the City of Porterville, do hereby proclaim April 15-21, 2018, as,

“Volunteer Appreciation Week”



CITY COUNCIL AGENDA – APRIL 3, 2018

SUBJECT: Request for Proclamation - Child Abuse Prevention and Awareness Month - April 2018

SOURCE: Administrative Services

COMMENT: At its meeting of October 1, 2013, the Council amended the process by which proclamations are approved, and affirmed the process at its meeting on February 21, 2017. The process requires that all proclamations must be sponsored by one Council Member, after which the request is then placed on the Council's agenda for consideration and approval by a majority of the Council.

The Family Crisis Center has requested that the Council consider approval of a proclamation to proclaim April 2018, as "Child Abuse Prevention and Awareness Month." Mayor Pro Tem Ward is sponsoring this proclamation request. If approved, the applicants request that the proclamation be presented at the April 3rd Council meeting.

RECOMMENDATION: That the City Council consider approval of the request to proclaim April 2018, as "Child Abuse Prevention and Awareness Month" in Porterville.

ATTACHMENTS: 1. Request for Proclamation

Appropriated/Funded: N/A

Review By:

Department Director:

Patrice Hildreth, Administrative Services Dir

Final Approver: Patrice Hildreth, Administrative Services Dir



City of Porterville
REQUEST FOR PROCLAMATION



RECEIVED

MAR 23 2018

CITY OF PORTERVILLE
CITY CLERK OFFICE

Date of Request: 3/23/18

Name of Event/Individual: Child Abuse Awareness month
i.e. "Porterville Tourism Week", "Mr. John Doe"

Name of Sponsoring Organization: Family Crisis Center

Name of Contact Person: Mary Lopez

Address: 211 N main st

Phone: 781-7468 FAX: 793-1546

E-mail: mlopez@ccfamilycrisis.org

I would like the proclamation: presented at a Council Mtg. mailed call for pick-up

Date(s) of Event: April 2018

Date of Council Meeting to be presented, if applicable: April 3 2018
(Council meets 1st and 3rd Tuesdays of each month.)

Individual or representative attending Council Meeting to receive proclamation:
Toni Dumont, Betty Luna, Mary Lopez, Randi Kestner
Anna Diaz, Michelle Nicholes, Javier Martinez & staff

Please attach a sample of your proclamation, or the pertinent information needed to formulate your proclamation. If assistance is needed, or if you need a sample provided, or to return this form, contact:

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

All requests require a sponsorship by a member of the Council prior to being placed on a City Council Agenda for consideration, and are subject to approval by a majority of the Council. Please see the attached language regarding the process and timelines for submittal.

City Clerk's Section

Request Received: 3/23/18 Sponsored by: ward Date: 3/27/18

Approved by Council: yes no Date: _____

Notification to Contact person done (date): _____ in writing by phone

Items (s) mailed _____ faxed _____ picked up _____

Comment: _____

WHEREAS: April is National Child Abuse Prevention Awareness Month, symbolized by the Blue Ribbon; and

WHEREAS: The Family Crisis Center has been in collaboration with the Tulare County Child Abuse Prevention Council in efforts to bring more awareness and prevention to our community; and

WHEREAS: Every day there is another story in the press about child abuse and neglect. For too long we as a nation have assumed that this is someone else's problem. It is time to shed some light of awareness and responsibility of the protection and well-being of our most vulnerable individuals, our children; and

WHEREAS: April is a time to recognize that we each play a very important role in promoting the social and emotional well-being of children and families in our communities; and

WHEREAS: Bring awareness to your neighborhood by placing blue ribbons on your trees, take the stand and be the voice of a child, listen carefully to what children say in words and behaviors, offer to help a parent when you see abuse in public, and report child abuse by calling the hotline 1-800-331-1585. Calls establish the level of children endangerment and help determine the assistance and resources that can help families in stress; and

WHEREAS: The goal is first to protect the children, and the second to keep families intact.

NOW THEREFORE, I, MILT STOWE, Mayor of the City of Porterville, on behalf of the City Council, do hereby proclaim April 2017, as

"Child Abuse Prevention & Awareness Month"

in the city of Porterville, and remind all citizens that "It shouldn't hurt to be a child." Be their Voice!

PROCLAIMED this 4th day of April, 2017.

Milt Stowe,
Mayor

Brian E. Ward,
Cameron J. Hamilton,
Vice Mayor
Council Member

A. Monte Reyes,
Flores,
Council Member
Member

Martha A.
Council



CITY COUNCIL AGENDA – APRIL 3, 2018

SUBJECT: Approval for Community Civic Event - Porterville Chamber of Commerce - 20th Annual Porterville Iris Festival - April 28, 2018.

SOURCE: Finance

COMMENT: The Porterville Chamber of Commerce is requesting approval to hold its 20th Annual Iris Festival on Saturday, April 28, 2018, from 9:00 a.m. to 4:00 p.m. This year's festival will include a Chili-Cook-Off, Car Show and Sidewalk Sales, along with the usual entertainment, food and craft booths. The following request for street closures and public property usage are requested from 3:00 a.m. to 7:00 p.m.

STREETS:

Main Street from Morton Avenue to Olive Avenue; Garden Avenue, Oak Avenue, Mill Avenue, Putnam Avenue, Cleveland Avenue, Thurman Avenue, Harrison Avenue from Division Street to the alley east of Main Street;

SIDEWALKS:

Main Street from Olive Avenue to Morton Avenue;

PARKING LOT:

Former J.C. Penney parking lot.

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

RECOMMENDATION: That the City Council approve the Community Civic Event Application and Agreement from the Porterville Chamber of Commerce, subject to the Restrictions and Requirements contained in the Application and Agreement, Exhibit A and Exhibit B of the Community Civic Event Application.

ATTACHMENTS:

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

Appropriated/Funded:

Review By:

Department Director:

Maria Bemis, Finance Director

Final Approver: John Lollis, City Manager

CITY OF PORTERVILLE

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



(Incomplete applications can delay permit process)

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

DO YOU HAVE? Event Flyer? E-mail address? Website?

Application date: 3-13-18 Event date: April 28th 2018
3/16/18

Name of Event: Porterville Iris Festival
20th Annual (559)

Sponsoring organization: Porterville Chamber Phone # 784-7502
Address: 93 W. Main St. Porterville, CA 93257

Authorized representative: Monte Reyes Phone # 784-7502
Address: Same as Above

Event chairperson: _____ Phone # _____

Location of event Downtown Porterville - Main St.; Olive to Morton
Division + East (Location map must be attached)

Type of event: Festival - Vendors, Kids zone, entertainment
Chili-Cookoff, Food Booths, Chalk Art competition

Non-profit organization status: 501(c)6 DL # 0248

(IRS Determination)

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

Barricades (quantity): 80 Street sweeping Yes _____ No X

Police protection Yes X No _____ Refuse pickup Yes X No _____

Other: Special Event Officers,

Parks facility application required: Yes _____ No X Attached _____

Assembly permit required: Yes _____ No X Attached _____

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

<u>Appr.</u>	<u>Deny</u>	
_____	_____	Bus. Lic. Spvr. _____
_____	_____	Pub. Works Dir _____
_____	_____	Comm. Dev. Dir. _____
_____	_____	Field Svcs. Mgr. _____
_____	_____	Fire Chief _____
_____	_____	Parks Dir. _____
<u>X</u>	_____	Police Chief <u>SEE ATTACHED</u>
_____	_____	Admin. Svcs. Dir. _____

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 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 prior to the City of Porterville Council's approval. *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 one million dollars (\$1,000,000.00) per occurrence of bodily injury and property damage, combined single limit. (Ordinance 15-20(e) 18)*

 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.

 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.

 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.

 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.

 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 Chamber		3/13/18
(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: Iris Festival

Sponsoring organization: Porterville Chamber of Commerce

Location: Main St. Olive to Morton Event date: 4-28-18 Event time: 9AM - 5 PM
street closures 3AM - 7 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 ONE WEEK PRIOR TO THE EVENT.**

Vendor name	Address/Telephone	Business License required?	Type of Activity
List Provided	when closer to the event		Food Booths
Business Licence	Permits to be		Kids Zone
Completed	as required by city		Vendors
			Info Booths

***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: Iris Festival

Sponsoring organization: Porterville Chamber of Commerce

Event date: April 28th 2018 Hours: Event 9am - 4pm
Closure 3am - 7pm

ATTACH MAP MARKING AREAS TO BE CLOSED OR USED:

Closed			
Street Name	From	To	Activity
Main	Olive	Morton	Vendor Booths
Garden	Main	East Alley	Kids Zone
Oak, Mill	Division	East Allen	Entertainment
Rt nam			Chili Cook off
Cleveland			Info Booths
Thurman			Military Displays
Harrison			
Sidewalks	From	To	Activity
Main	Olive	Morton	Merchant Sidewalk Sales
Parking lots and spaces	Location		Activity
All Spaces →	Adjacent to Allen's Best Building		Chili Cook off

Requirements for a Community Civic Event
Porterville Chamber of Commerce
20th Annual Iris Festival
April 28, 2018

Finance Director:
M. Bemis

City Engineer:
J. Sanchez

Community Development Manager:
J. Phillips

Field Services Manager:
M. Knight

Battalion Chief of Operations:
R. Land

Parks and Leisure Services Director: Public to remain out of Main Street
D. Moore planters.

Police Lieutenant: Please see Exhibit B.
R. Standridge

Administrative Services Director: Please see Exhibit A, page 2.
P. Hildreth

REQUIREMENTS FOR COMMUNITY CIVIC EVENT

Sponsor: Porterville Chamber of Commerce
Event: 20th Annual Iris Festival
Event Chairman: Monte Reyes
Location: Main Street
Date of Event: April 28, 2018
Time of Event: 9:00 a.m. to 4:00 p.m.

RISK MANAGEMENT: Conditions of Approval

That the Porterville Chamber of Commerce provide a Certificate of Commercial General Liability Insurance Coverage evidencing coverage of not less than \$1,000,000 per occurrence, and having the appropriate Endorsement naming the City of Porterville and Successor Agency to the Porterville Redevelopment Agency, its Officers, Employees, Agents and Volunteers as 'Additional Insured' against all claims arising from, or in connection with, the Permittee's operation and sponsorship of the aforementioned Community Civic Event.

- A. Said Certificate of Insurance shall be an original (fax and xerographic copies not acceptable), 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**

Iris Festival, April 28, 2018

Proposed Conditions/Requirements for Iris Festival Ƴ Downtown Porterville

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

Rich Standridge
Police Department

Exhibit B

E ST.

MORTON AVE.

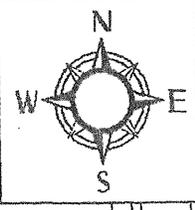
D ST.

HOCKETT

SECOND

THIRD

FOURTH



POLICE

Vendor Exit

Parking Lot #4

HARRISON

~~CLAYMAN~~

Hoogie's Gazebo

CITY HALL

CLEVELAND

Parking Lot #3

Kids Area

PUTNAM AVE.

Antiques

HOCKETT

DIVISION

Parking Lot #5

MILL

Stage

Parking Lot #1 & 2

U C of C

OAK

RAILROAD

D ST.

HOCKETT

MAIN

SECOND

THIRD

FOURTH

Parking Lot #6

GARDEN

WILLOW

OLIVE AVE.

Vendor Entrance

RAILROAD

HENRAHAN ST.

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 Chambers
93 W. Main St. Porterville, CA 93257
- 2 Address where amplification equipment is to be used: Main St.
- 3 Names and addresses of all persons who will use or operate the amplification equipment: Zenith Sounds
- 4 Type of event for which amplification equipment will be used: Iris Festival
- 5 Dates and hours of operation of amplification equipment: 4-28-18 9am-4pm
- 6 A general description of the sound amplifying equipment to be used: Outdoor P.A. System 300watts

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 be 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 of this registration form and that they are true and correct.

[Signature]
Signature of Applicant

3-13-18
Date

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

[Signature]
City of Porterville, Chief of Police/Designee

3-22-18
Date

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

OTHER INSURANCE – ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

PROVISIONS

COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV), Paragraph 4. (**Other Insurance**), is amended as follows:

1. The following is added to Paragraph a. **Primary Insurance**:

However, if you specifically agree in a written contract or written agreement that the insurance provided to an additional insured under this Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such additional insured which covers such additional insured as a named insured, and we will not share with that other insurance, provided that:

- a. The "bodily injury" or "property damage" for which coverage is sought occurs; and

- b. The "personal injury" or "advertising injury" for which coverage is sought arises out of an offense committed

subsequent to the signing and execution of that contract or agreement by you.

2. The first Subparagraph (2) of Paragraph b. **Excess Insurance** regarding any other primary insurance available to you is deleted.
3. The following is added to Paragraph b. **Excess Insurance**, as an additional subparagraph under Subparagraph (1):

That is available to the insured when the insured is added as an additional insured under any other policy, including any umbrella or excess policy.



CITY COUNCIL AGENDA – APRIL 3, 2018

SUBJECT: Approval for Community Civic Event - Comision Honorifica Mexicana-Americana - Cinco de Mayo Parade and Fiesta Dominguera - May 5-6, 2018

SOURCE: Finance

COMMENT: The Comision Honorifica Mexicana-Americana, Inc. is requesting approval to hold their annual Cinco de Mayo Parade on Saturday, May 5, 2018, along Main Street from 7:00 a.m. to 1:00 p.m. The Fiesta Dominguera is scheduled for Sunday, May 6, 2018, from 10:00 a.m. to 7:00 p.m. at Veterans Park with entertainment, food and information booths. The following street closures are requested for the parade:

Main Street from Morton Avenue to Olive Avenue; Harrison Avenue, Thurman Avenue, Cleveland Street, Putnam Avenue, Mill Avenue, Oak Avenue, and Garden Avenue from Division Street to Second Street; Second Street from Olive Avenue to Morton Avenue; Olive Avenue from Main Street to Second Street.

The application has been submitted under the Community Civic Event Ordinance No. 1326, as amended. It has been routed according to the ordinance regulations and reviewed by all the departments involved. The requirements are listed on the attached copy of the Community Civic Event Application and Agreement, Exhibit A and Exhibit B.

RECOMMENDATION: That the City Council approve the Community Civic Event Application and Agreement from the Comision Honorifica Mexicana-Americana, Inc., subject to the restrictions contained in the Application and Agreement, Exhibit A and Exhibit B.

ATTACHMENTS:

1. Community Civic Event Application and Agreement, Exhibit A, Exhibit B, Outside Amplifier Permit, Maps and Certificate of Liability Insurance.

Appropriated/Funded:

Review By:

Department Director:
Maria Bemis, Finance Director

Final Approver: John Lollis, City Manager

CITY OF PORTERVILLE

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



(Incomplete applications can delay permit process)

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

DO YOU HAVE? Event Flyer? E-mail address? Website?

Application date: 3/16/18 Event date: 5/5 & 6/2018
3/19/2018 Event time: 10AM/10-7PM

Name of Event: Cinco de Mayo Parade & Fiesta Dominguera

Sponsoring organization: Comision Honorifica Phone # 559-289-9381
Address: Mexicana-Americana, Inc. P.O. Box 2043, Porterville, CA 93259

Authorized representative: Grace Muñoz-Rios Phone # 559-289-9381
Address: 345 West Bellevue Ave, Porterville, CA 93257

Event chairperson: Grace Muñoz-Rios Phone # 559-289-9381

Location of event Downtown Main Street & Veteran's Park
(Location map must be attached)

Type of event: Community Civic Event

Non-profit organization status: 501c3 BL# 00331

(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 _____

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

Appr.	Deny		
_____	_____	Bus. Lic. Spvr.	_____
_____	_____	Pub. Works Dir	_____
_____	_____	Comm. Dev. Dir.	_____
_____	_____	Field Svcs. Mgr.	_____
_____	_____	Fire Chief	_____
_____	_____	Parks Dir.	_____
_____	_____	Police Chief	_____
_____	_____	Admin. Svcs. Dir.	_____

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 prior to the City of Porterville Council's approval. *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 one million dollars (\$1,000,000.00) per occurrence of bodily injury and property damage, combined single limit. (Ordinance 15-20(e) 18)*

gn Authorized Representative Initial

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

gn 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.

gn 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.

gn 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.

gn 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.

CHMA	<i>gn</i>	3/16/18
(Name of Organization)	(Signature)	(Date)

CITY OF PORTERVILLE

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

Name of event: CHMA 5 de Mayo Parade

Sponsoring organization: Comision Honorifica Mexicana-Americana Inc

Event date: 5/5/18 Hours: 10 AM

ATTACH MAP MARKING AREAS TO BE CLOSED OR USED:

Closed

Street Name	From	To	Activity
Main St	Morton	Olive	Parade
Harrison	Hockett	Second	
Thurman	Division	Second	
Cleveland	Division	Second	
Putnam	Division	Second	
Mill	Division	Second	
Oak	Division	Second	
Garden		Second	
Olive	Hockett	Second	
Olive	Hockett	'B' Street	
Sidewalks	From	To	Activity
Parking lots and spaces	Location		Activity

Requirements for Community Civic Event
Comision Honorifica Mexicana-Americana, Inc.
Cinco de Mayo Parade and Fiesta Dominguera
May 5 and May 6, 2018

Finance Director:

M. Bemis

City Engineer:

J. Sanchez

Community Development Manager:

J. Phillips

Field Services Manager:

M. Knight

Battalion Chief of Operations:

R. Land

Parks & Leisure Services Director:

D. Moore

Public to remain out of Main Street planters.
Vehicles to remain off the grass at Centennial
Park. Unloading/loading only permitted at Veterans
Park. No parking on the grass.

Police Lieutenant:

R. Standridge

Please see proposed conditions/requirements
on Exhibit B.

Administrative Services Director:

P. Hildreth

See attached Exhibit A, page 2.

Requirements for Community Civic Event

Sponsor: Comision Honorifica Mexicana-Americana, Inc.
Event: Cinco de Mayo Parade and Fiesta Dominguera
Event Chairman: Grace Munoz-Rios
Location: Parade - Main Street from Morton Avenue to Olive Avenue including the closure of select cross-streets and parallel streets. Fiesta – Veteran's Park.
Date of Event: May 5 and May 6, 2018

RISK MANAGEMENT: Conditions of Approval

1. The use of sidewalks for any purpose other than to allow for the free-flow of pedestrian traffic is prohibited within a ten (10) ft. radius of all walk-up Automated Teller Machines (ATM), and the minimum clear sidewalk width for pedestrian traffic at all other locations is five (5) feet.
2. That the Comision Honorifica Mexicana-Americana, Inc., provide a Certificate of Commercial General Liability Insurance Coverage evidencing coverage of not less than \$1,000,000 per occurrence, and having the appropriate Endorsement naming the City of Porterville, Successor Agency to the Porterville Redevelopment Agency, its Officers, Employees, Agents and Volunteers as 'Additional Insured' against all claims arising from, or in connection with, the Permittee's operation and sponsorship of the aforementioned Community Civic Event.
 - a. Said Certificate of Insurance shall be an original (fax and xerographic copies not acceptable), 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

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.
- 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.
- An Outside Amplifier Permit has been requested and granted. However, event organizers shall not allow music or other amplifications to be played so loud as to unreasonably disturb the peace and good order of the business establishments or neighborhoods in the area.
- 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 Mark Knox (Porterville Police Department) no less than 30 days prior to the event in order to coordinate parade route postings and necessary police involvement. Sergeant Knox can be contacted at 559-782-7549/559-782-7400.

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 and granted. However, event organizers shall not allow music to be played so loud as to unreasonably disturb the peace and good order of any residents or business establishments in the surrounding area.

- At conclusion of event, event organizers shall ensure 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 relater materials such as signs, pamphlets and fliers.
- Event organizers shall contact Sergeant Mark Knox (Porterville Police Department) no less than 30 days prior to the event in order to coordinate police involvement. Sergeant Knox can be contacted at 559-782-7549/559-782-7400.
- .

Rich Standridge, Lieutenant
Porterville Police Department

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



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

- 1 Name and home address of the applicant: CHMA, P.O. BOX 2043, Porterville, CA 93258
- 2 Address where amplification equipment is to be used: Veteran's Park
- 3 Names and addresses of all persons who will use or operate the amplification equipment: Rau Ponce - TV Azteca Announcer
- 4 Type of event for which amplification equipment will be used: Amplifiers, microphones for live music
- 5 Dates and hours of operation of amplification equipment: Noon 3/6/18 to 7PM
- 6 A general description of the sound amplifying equipment to be used: Speakers & Drum Set to be used by announcer & 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.

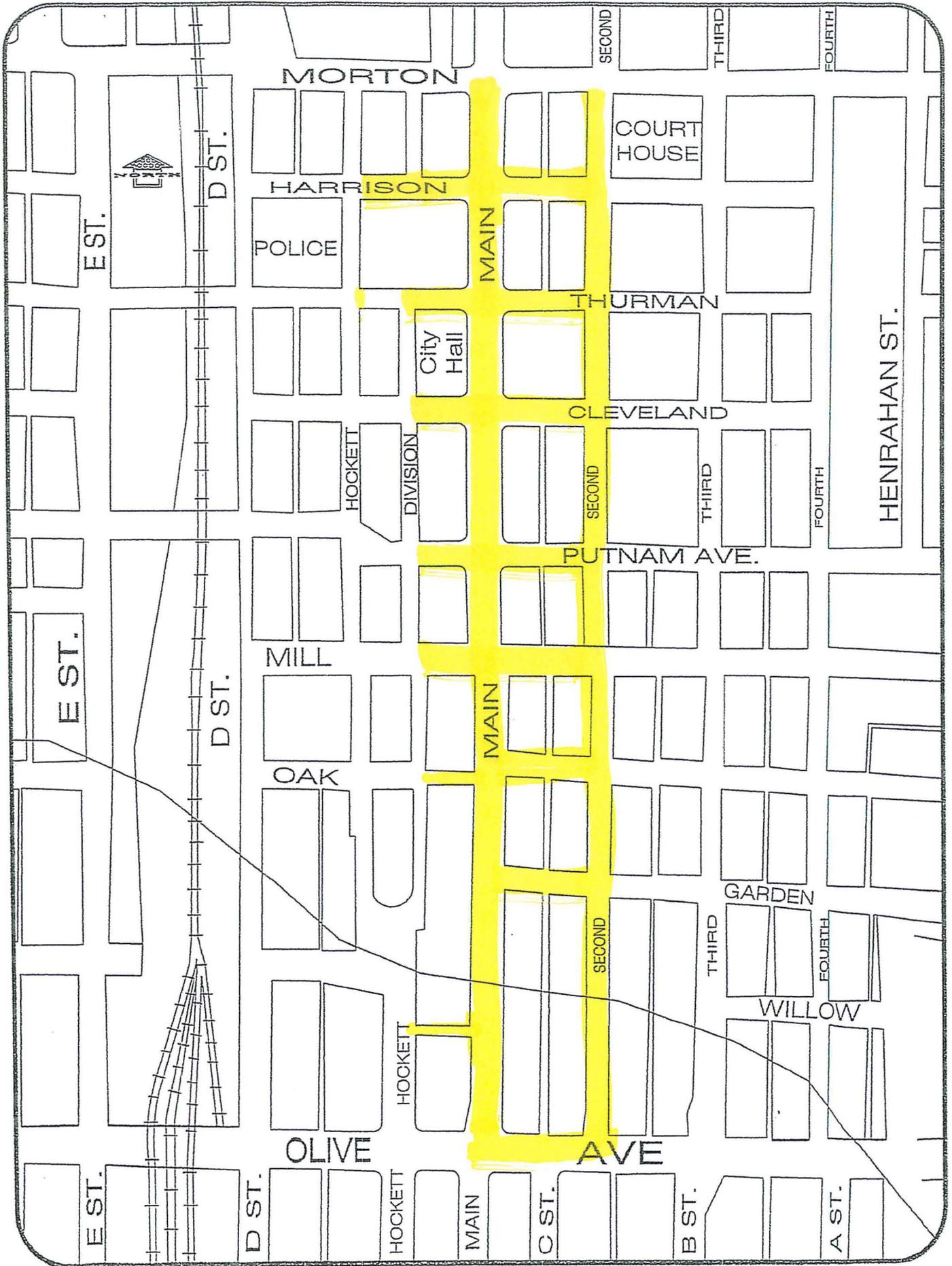
Rau Ponce
Signature of Applicant

3/16/18
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.

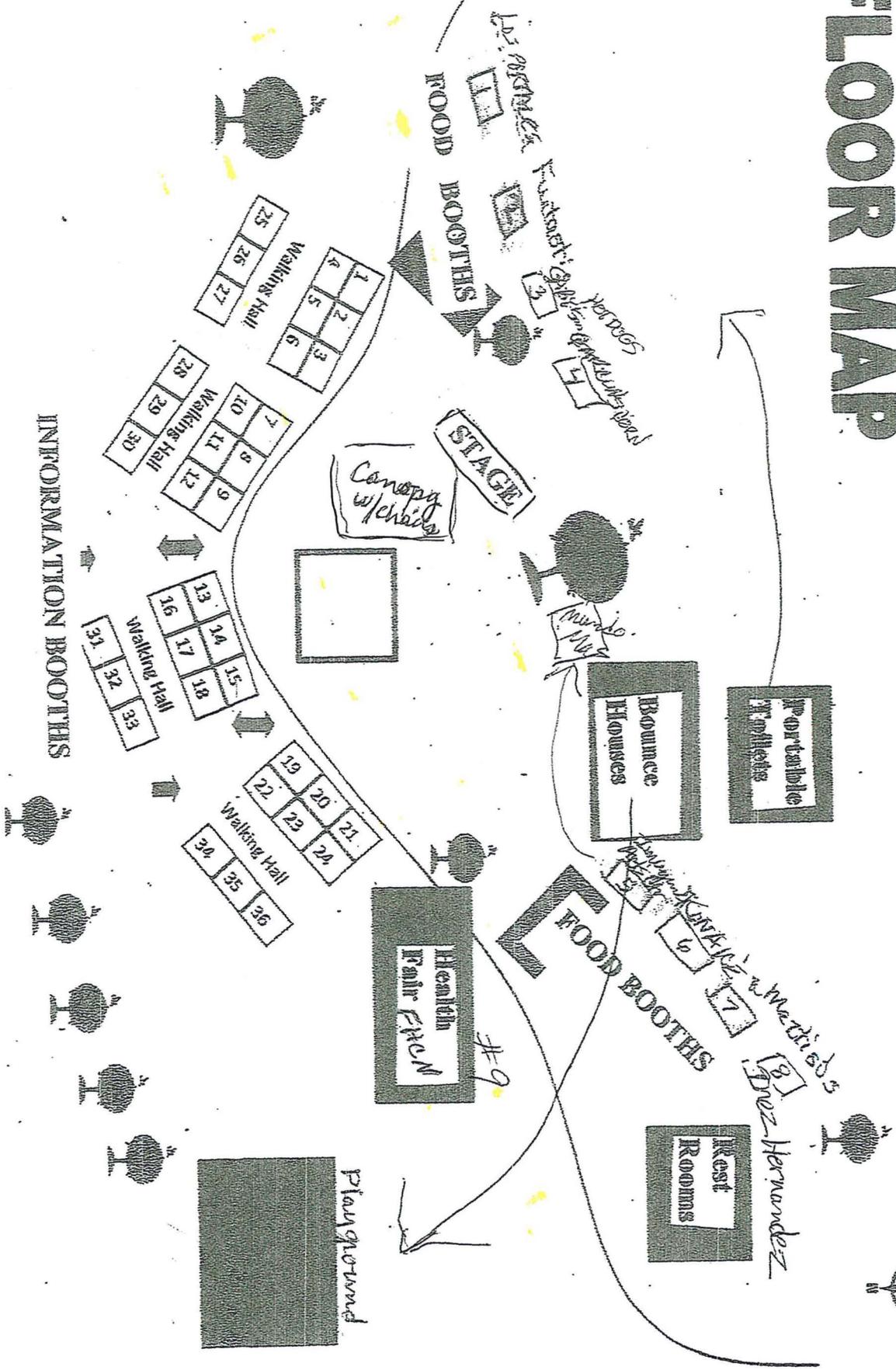
Rich [Signature] LT
City of Porterville, Chief of Police/Designee

3.23.18
Date



PARADE MAP

CINCO DE MAYO FIESTA 2017 FLOOR MAP



Henderson's

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

Any person or organization that you are required to add as an additional insured on this policy, under a written contract or agreement currently in effect, or becoming effective during the term of this policy. 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.

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

- A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
1. In the performance of your ongoing operations;
or
 2. In connection with your premises owned by or rented to you.

However:

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

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

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

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;
whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.



CITY COUNCIL AGENDA – APRIL 3, 2018

SUBJECT: City Council Member Requested Item on April 17, 2018 Agenda - Consider an Ordinance to Exempt the City of Porterville from the California Values Act, and Instead Comply with Federal Law and the U.S. Constitution

SOURCE: City Manager's Office

COMMENT: Council Member Hamilton has requested that the City Council consider an ordinance on the April 17, 2018 Council Agenda to exempt the City of Porterville from the California Values Act, and instead comply with federal law and the U.S. Constitution.

RECOMMENDATION: That the City Council approve Council Member Hamilton's request to add an item on the April 17, 2018 agenda to consider an ordinance to exempt the City of Porterville from the California Values Act, and instead comply with federal law and the U.S. Constitution.

ATTACHMENTS: 1. SB 54 - California Values Act

Appropriated/Funded:

Review By:

Department Director:
John Lollis, City Manager

Final Approver: John Lollis, City Manager



California

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SB-54 Law enforcement: sharing data. (2017-2018)

SHARE THIS:



Date Published: 10/05/2017 09:00 PM

Senate Bill No. 54

CHAPTER 495

An act to amend Sections 7282 and 7282.5 of, and to add Chapter 17.25 (commencing with Section 7284) to Division 7 of Title 1 of, the Government Code, and to repeal Section 11369 of the Health and Safety Code, relating to law enforcement.

[Approved by Governor October 05, 2017. Filed with Secretary of State October 05, 2017.]

LEGISLATIVE COUNSEL'S DIGEST

SB 54, De León. Law enforcement: sharing data.

Existing law provides that when there is reason to believe that a person arrested for a violation of specified controlled substance provisions may not be a citizen of the United States, the arresting agency shall notify the appropriate agency of the United States having charge of deportation matters.

This bill would repeal those provisions.

Existing law provides that whenever an individual who is a victim of or witness to a hate crime, or who otherwise can give evidence in a hate crime investigation, is not charged with or convicted of committing any crime under state law, a peace officer may not detain the individual exclusively for any actual or suspected immigration violation or report or turn the individual over to federal immigration authorities.

This bill would, among other things and subject to exceptions, prohibit state and local law enforcement agencies, including school police and security departments, from using money or personnel to investigate, interrogate, detain, detect, or arrest persons for immigration enforcement purposes, as specified, and would, subject to exceptions, proscribe other activities or conduct in connection with immigration enforcement by law enforcement agencies. The bill would apply those provisions to the circumstances in which a law enforcement official has discretion to cooperate with immigration authorities. The bill would require, by October 1, 2018, the Attorney General, in consultation with the appropriate stakeholders, to publish model policies limiting assistance with immigration enforcement to the fullest extent possible for use by public schools, public libraries, health facilities operated by the state or a political subdivision of the state, and courthouses, among others. The bill would require, among others, all public schools, health facilities operated by the state or a political subdivision of the state, and courthouses to implement the model policy, or an equivalent policy. The bill would state that, among others, all other organizations and entities that provide services related to physical or mental health and wellness, education, or access to justice, including the University of California, are encouraged to adopt the model policy. The bill would require that a law enforcement agency that chooses to participate in a

joint law enforcement task force, as defined, submit a report annually pertaining to task force operations to the Department of Justice, as specified. The bill would require the Attorney General, by March 1, 2019, and annually thereafter, to report on the types and frequency of joint law enforcement task forces, and other information, as specified, and to post those reports on the Attorney General's Internet Web site. The bill would require law enforcement agencies to report to the department annually regarding transfers of persons to immigration authorities. The bill would require the Attorney General to publish guidance, audit criteria, and training recommendations regarding state and local law enforcement databases, for purposes of limiting the availability of information for immigration enforcement, as specified. The bill would require the Department of Corrections and Rehabilitation to provide a specified written consent form in advance of any interview between a person in department custody and the United States Immigration and Customs Enforcement regarding civil immigration violations.

This bill would state findings and declarations of the Legislature relating to these provisions.

By imposing additional duties on public schools and local law enforcement agencies, this bill would impose a state-mandated local program.

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, if the Commission on State Mandates determines that the bill contains costs mandated by the state, reimbursement for those costs shall be made pursuant to the statutory provisions noted above.

Vote: majority Appropriation: no Fiscal Committee: yes Local Program: yes

THE PEOPLE OF THE STATE OF CALIFORNIA DO ENACT AS FOLLOWS:

SECTION 1. Section 7282 of the Government Code is amended to read:

7282. For purposes of this chapter, the following terms have the following meanings:

- (a) "Conviction" shall have the same meaning as subdivision (d) of Section 667 of the Penal Code.
- (b) "Eligible for release from custody" means that the individual may be released from custody because one of the following conditions has occurred:
 - (1) All criminal charges against the individual have been dropped or dismissed.
 - (2) The individual has been acquitted of all criminal charges filed against him or her.
 - (3) The individual has served all the time required for his or her sentence.
 - (4) The individual has posted a bond.
 - (5) The individual is otherwise eligible for release under state or local law, or local policy.
- (c) "Hold request," "notification request," and "transfer request" have the same meanings as provided in Section 7283. Hold, notification, and transfer requests include requests issued by the United States Immigration and Customs Enforcement or the United States Customs and Border Protection as well as any other immigration authorities.
- (d) "Law enforcement official" means any local agency or officer of a local agency authorized to enforce criminal statutes, regulations, or local ordinances or to operate jails or to maintain custody of individuals in jails, and any person or local agency authorized to operate juvenile detention facilities or to maintain custody of individuals in juvenile detention facilities.
- (e) "Local agency" means any city, county, city and county, special district, or other political subdivision of the state.
- (f) "Serious felony" means any of the offenses listed in subdivision (c) of Section 1192.7 of the Penal Code and any offense committed in another state which, if committed in California, would be punishable as a serious felony as defined by subdivision (c) of Section 1192.7 of the Penal Code.
- (g) "Violent felony" means any of the offenses listed in subdivision (c) of Section 667.5 of the Penal Code and any offense committed in another state which, if committed in California, would be punishable as a violent felony as defined by subdivision (c) of Section 667.5 of the Penal Code.

SEC. 2. Section 7282.5 of the Government Code is amended to read:

7282.5. (a) A law enforcement official shall have discretion to cooperate with immigration authorities only if doing so would not violate any federal, state, or local law, or local policy, and where permitted by the California Values Act (Chapter 17.25 (commencing with Section 7284)). Additionally, the specific activities described in subparagraph (C) of paragraph (1) of subdivision (a) of, and in paragraph (4) of subdivision (a) of, Section 7284.6 shall only occur under the following circumstances:

(1) The individual has been convicted of a serious or violent felony identified in subdivision (c) of Section 1192.7 of, or subdivision (c) of Section 667.5 of, the Penal Code.

(2) The individual has been convicted of a felony punishable by imprisonment in the state prison.

(3) The individual has been convicted within the past five years of a misdemeanor for a crime that is punishable as either a misdemeanor or a felony for, or has been convicted within the last 15 years of a felony for, any of the following offenses:

(A) Assault, as specified in, but not limited to, Sections 217.1, 220, 240, 241.1, 241.4, 241.7, 244, 244.5, 245, 245.2, 245.3, 245.5, 4500, and 4501 of the Penal Code.

(B) Battery, as specified in, but not limited to, Sections 242, 243.1, 243.3, 243.4, 243.6, 243.7, 243.9, 273.5, 347, 4501.1, and 4501.5 of the Penal Code.

(C) Use of threats, as specified in, but not limited to, Sections 71, 76, 139, 140, 422, 601, and 11418.5 of the Penal Code.

(D) Sexual abuse, sexual exploitation, or crimes endangering children, as specified in, but not limited to, Sections 266, 266a, 266b, 266c, 266d, 266f, 266g, 266h, 266i, 266j, 267, 269, 288, 288.5, 311.1, 311.3, 311.4, 311.10, 311.11, and 647.6 of the Penal Code.

(E) Child abuse or endangerment, as specified in, but not limited to, Sections 270, 271, 271a, 273a, 273ab, 273d, 273.4, and 278 of the Penal Code.

(F) Burglary, robbery, theft, fraud, forgery, or embezzlement, as specified in, but not limited to, Sections 211, 215, 459, 463, 470, 476, 487, 496, 503, 518, 530.5, 532, and 550 of the Penal Code.

(G) Driving under the influence of alcohol or drugs, but only for a conviction that is a felony.

(H) Obstruction of justice, as specified in, but not limited to, Sections 69, 95, 95.1, 136.1, and 148.10 of the Penal Code.

(I) Bribery, as specified in, but not limited to, Sections 67, 67.5, 68, 74, 85, 86, 92, 93, 137, 138, and 165 of the Penal Code.

(J) Escape, as specified in, but not limited to, Sections 107, 109, 110, 4530, 4530.5, 4532, 4533, 4534, 4535, and 4536 of the Penal Code.

(K) Unlawful possession or use of a weapon, firearm, explosive device, or weapon of mass destruction, as specified in, but not limited to, Sections 171b, 171c, 171d, 246, 246.3, 247, 417, 417.3, 417.6, 417.8, 4574, 11418, 11418.1, 12021.5, 12022, 12022.2, 12022.3, 12022.4, 12022.5, 12022.53, 12022.55, 18745, 18750, and 18755 of, and subdivisions (c) and (d) of Section 26100 of, the Penal Code.

(L) Possession of an unlawful deadly weapon, under the Deadly Weapons Recodification Act of 2010 (Part 6 (commencing with Section 16000) of the Penal Code).

(M) An offense involving the felony possession, sale, distribution, manufacture, or trafficking of controlled substances.

(N) Vandalism with prior convictions, as specified in, but not limited to, Section 594.7 of the Penal Code.

(O) Gang-related offenses, as specified in, but not limited to, Sections 186.22, 186.26, and 186.28 of the Penal Code.

(P) An attempt, as defined in Section 664 of, or a conspiracy, as defined in Section 182 of, the Penal Code, to commit an offense specified in this section.

(Q) A crime resulting in death, or involving the personal infliction of great bodily injury, as specified in, but not limited to, subdivision (d) of Section 245.6 of, and Sections 187, 191.5, 192, 192.5, 12022.7, 12022.8, and 12022.9 of, the Penal Code.

(R) Possession or use of a firearm in the commission of an offense.

(S) An offense that would require the individual to register as a sex offender pursuant to Section 290, 290.002, or 290.006 of the Penal Code.

(T) False imprisonment, slavery, and human trafficking, as specified in, but not limited to, Sections 181, 210.5, 236, 236.1, and 4503 of the Penal Code.

(U) Criminal profiteering and money laundering, as specified in, but not limited to, Sections 186.2, 186.9, and 186.10 of the Penal Code.

(V) Torture and mayhem, as specified in, but not limited to, Section 203 of the Penal Code.

(W) A crime threatening the public safety, as specified in, but not limited to, Sections 219, 219.1, 219.2, 247.5, 404, 404.6, 405a, 451, and 11413 of the Penal Code.

(X) Elder and dependent adult abuse, as specified in, but not limited to, Section 368 of the Penal Code.

(Y) A hate crime, as specified in, but not limited to, Section 422.55 of the Penal Code.

(Z) Stalking, as specified in, but not limited to, Section 646.9 of the Penal Code.

(AA) Soliciting the commission of a crime, as specified in, but not limited to, subdivision (c) of Section 286 of, and Sections 653j and 653.23 of, the Penal Code.

(AB) An offense committed while on bail or released on his or her own recognizance, as specified in, but not limited to, Section 12022.1 of the Penal Code.

(AC) Rape, sodomy, oral copulation, or sexual penetration, as specified in, but not limited to, paragraphs (2) and (6) of subdivision (a) of Section 261 of, paragraphs (1) and (4) of subdivision (a) of Section 262 of, Section 264.1 of, subdivisions (c) and (d) of Section 286 of, subdivisions (c) and (d) of Section 288a of, and subdivisions (a) and (j) of Section 289 of, the Penal Code.

(AD) Kidnapping, as specified in, but not limited to, Sections 207, 209, and 209.5 of the Penal Code.

(AE) A violation of subdivision (c) of Section 20001 of the Vehicle Code.

(4) The individual is a current registrant on the California Sex and Arson Registry.

(5) The individual has been convicted of a federal crime that meets the definition of an aggravated felony as set forth in subparagraphs (A) to (P), inclusive, of paragraph (43) of subsection (a) of Section 101 of the federal Immigration and Nationality Act (8 U.S.C. Sec. 1101), or is identified by the United States Department of Homeland Security's Immigration and Customs Enforcement as the subject of an outstanding federal felony arrest warrant.

(6) In no case shall cooperation occur pursuant to this section for individuals arrested, detained, or convicted of misdemeanors that were previously felonies, or were previously crimes punishable as either misdemeanors or felonies, prior to passage of the Safe Neighborhoods and Schools Act of 2014 as it amended the Penal Code.

(b) In cases in which the individual is arrested and taken before a magistrate on a charge involving a serious or violent felony, as identified in subdivision (c) of Section 1192.7 or subdivision (c) of Section 667.5 of the Penal Code, respectively, or a felony that is punishable by imprisonment in state prison, and the magistrate makes a finding of probable cause as to that charge pursuant to Section 872 of the Penal Code, a law enforcement official shall additionally have discretion to cooperate with immigration officials pursuant to subparagraph (C) of paragraph (1) of subdivision (a) of Section 7284.6.

SEC. 3. Chapter 17.25 (commencing with Section 7284) is added to Division 7 of Title 1 of the Government Code, to read:

CHAPTER 17.25. Cooperation with Immigration Authorities

7284. This chapter shall be known, and may be cited, as the California Values Act.

7284.2. The Legislature finds and declares the following:

(a) Immigrants are valuable and essential members of the California community. Almost one in three Californians is foreign born and one in two children in California has at least one immigrant parent.

(b) A relationship of trust between California's immigrant community and state and local agencies is central to the public safety of the people of California.

(c) This trust is threatened when state and local agencies are entangled with federal immigration enforcement, with the result that immigrant community members fear approaching police when they are victims of, and witnesses to, crimes, seeking basic health services, or attending school, to the detriment of public safety and the well-being of all Californians.

(d) Entangling state and local agencies with federal immigration enforcement programs diverts already limited resources and blurs the lines of accountability between local, state, and federal governments.

(e) State and local participation in federal immigration enforcement programs also raises constitutional concerns, including the prospect that California residents could be detained in violation of the Fourth Amendment to the United States Constitution, targeted on the basis of race or ethnicity in violation of the Equal Protection Clause, or denied access to education based on immigration status. See *Sanchez Ochoa v. Campbell, et al.* (E.D. Wash. 2017) 2017 WL 3476777; *Trujillo Santoya v. United States, et al.* (W.D. Tex. 2017) 2017 WL 2896021; *Moreno v. Napolitano* (N.D. Ill. 2016) 213 F. Supp. 3d 999; *Morales v. Chadbourne* (1st Cir. 2015) 793 F.3d 208; *Miranda-Olivares v. Clackamas County* (D. Or. 2014) 2014 WL 1414305; *Galarza v. Szalczyk* (3d Cir. 2014) 745 F.3d 634.

(f) This chapter seeks to ensure effective policing, to protect the safety, well-being, and constitutional rights of the people of California, and to direct the state's limited resources to matters of greatest concern to state and local governments.

(g) It is the intent of the Legislature that this chapter shall not be construed as providing, expanding, or ratifying any legal authority for any state or local law enforcement agency to participate in immigration enforcement.

7284.4. For purposes of this chapter, the following terms have the following meanings:

(a) "California law enforcement agency" means a state or local law enforcement agency, including school police or security departments. "California law enforcement agency" does not include the Department of Corrections and Rehabilitation.

(b) "Civil immigration warrant" means any warrant for a violation of federal civil immigration law, and includes civil immigration warrants entered in the National Crime Information Center database.

(c) "Immigration authority" means any federal, state, or local officer, employee, or person performing immigration enforcement functions.

(d) "Health facility" includes health facilities as defined in Section 1250 of the Health and Safety Code, clinics as defined in Sections 1200 and 1200.1 of the Health and Safety Code, and substance abuse treatment facilities.

(e) "Hold request," "notification request," "transfer request," and "local law enforcement agency" have the same meaning as provided in Section 7283. Hold, notification, and transfer requests include requests issued by United States Immigration and Customs Enforcement or United States Customs and Border Protection as well as any other immigration authorities.

(f) "Immigration enforcement" includes any and all efforts to investigate, enforce, or assist in the investigation or enforcement of any federal civil immigration law, and also includes any and all efforts to investigate, enforce, or assist in the investigation or enforcement of any federal criminal immigration law that penalizes a person's presence in, entry, or reentry to, or employment in, the United States.

(g) "Joint law enforcement task force" means at least one California law enforcement agency collaborating, engaging, or partnering with at least one federal law enforcement agency in investigating federal or state crimes.

(h) "Judicial probable cause determination" means a determination made by a federal judge or federal magistrate judge that probable cause exists that an individual has violated federal criminal immigration law and that authorizes a law enforcement officer to arrest and take into custody the individual.

(i) "Judicial warrant" means a warrant based on probable cause for a violation of federal criminal immigration law and issued by a federal judge or a federal magistrate judge that authorizes a law enforcement officer to arrest and take into custody the person who is the subject of the warrant.

(j) "Public schools" means all public elementary and secondary schools under the jurisdiction of local governing boards or a charter school board, the California State University, and the California Community Colleges.

(k) "School police and security departments" includes police and security departments of the California State University, the California Community Colleges, charter schools, county offices of education, schools, and school districts.

7284.6. (a) California law enforcement agencies shall not:

(1) Use agency or department moneys or personnel to investigate, interrogate, detain, detect, or arrest persons for immigration enforcement purposes, including any of the following:

(A) Inquiring into an individual's immigration status.

(B) Detaining an individual on the basis of a hold request.

(C) Providing information regarding a person's release date or responding to requests for notification by providing release dates or other information unless that information is available to the public, or is in response to a notification request from immigration authorities in accordance with Section 7282.5. Responses are never required, but are permitted under this subdivision, provided that they do not violate any local law or policy.

(D) Providing personal information, as defined in Section 1798.3 of the Civil Code, about an individual, including, but not limited to, the individual's home address or work address unless that information is available to the public.

(E) Making or intentionally participating in arrests based on civil immigration warrants.

(F) Assisting immigration authorities in the activities described in Section 1357(a)(3) of Title 8 of the United States Code.

(G) Performing the functions of an immigration officer, whether pursuant to Section 1357(g) of Title 8 of the United States Code or any other law, regulation, or policy, whether formal or informal.

(2) Place peace officers under the supervision of federal agencies or employ peace officers deputized as special federal officers or special federal deputies for purposes of immigration enforcement. All peace officers remain subject to California law governing conduct of peace officers and the policies of the employing agency.

(3) Use immigration authorities as interpreters for law enforcement matters relating to individuals in agency or department custody.

(4) Transfer an individual to immigration authorities unless authorized by a judicial warrant or judicial probable cause determination, or in accordance with Section 7282.5.

(5) Provide office space exclusively dedicated for immigration authorities for use within a city or county law enforcement facility.

(6) Contract with the federal government for use of California law enforcement agency facilities to house individuals as federal detainees, except pursuant to Chapter 17.8 (commencing with Section 7310).

(b) Notwithstanding the limitations in subdivision (a), this section does not prevent any California law enforcement agency from doing any of the following that does not violate any policy of the law enforcement agency or any local law or policy of the jurisdiction in which the agency is operating:

(1) Investigating, enforcing, or detaining upon reasonable suspicion of, or arresting for a violation of, Section 1326(a) of Title 8 of the United States Code that may be subject to the enhancement specified in Section 1326(b)(2) of Title 8 of the United States Code and that is detected during an unrelated law enforcement activity. Transfers to immigration authorities are permitted under this subsection only in accordance with paragraph (4) of subdivision (a).

(2) Responding to a request from immigration authorities for information about a specific person's criminal history, including previous criminal arrests, convictions, or similar criminal history information accessed through the California Law Enforcement Telecommunications System (CLETS), where otherwise permitted by state law.

(3) Conducting enforcement or investigative duties associated with a joint law enforcement task force, including the sharing of confidential information with other law enforcement agencies for purposes of task force investigations, so long as the following conditions are met:

(A) The primary purpose of the joint law enforcement task force is not immigration enforcement, as defined in subdivision (f) of Section 7284.4.

(B) The enforcement or investigative duties are primarily related to a violation of state or federal law unrelated to immigration enforcement.

(C) Participation in the task force by a California law enforcement agency does not violate any local law or policy to which it is otherwise subject.

(4) Making inquiries into information necessary to certify an individual who has been identified as a potential crime or trafficking victim for a T or U Visa pursuant to Section 1101(a)(15)(T) or 1101(a)(15)(U) of Title 8 of the United States Code or to comply with Section 922(d)(5) of Title 18 of the United States Code.

(5) Giving immigration authorities access to interview an individual in agency or department custody. All interview access shall comply with requirements of the TRUTH Act (Chapter 17.2 (commencing with Section 7283)).

(c) (1) If a California law enforcement agency chooses to participate in a joint law enforcement task force, for which a California law enforcement agency has agreed to dedicate personnel or resources on an ongoing basis, it shall submit a report annually to the Department of Justice, as specified by the Attorney General. The law enforcement agency shall report the following information, if known, for each task force of which it is a member:

(A) The purpose of the task force.

(B) The federal, state, and local law enforcement agencies involved.

(C) The total number of arrests made during the reporting period.

(D) The number of people arrested for immigration enforcement purposes.

(2) All law enforcement agencies shall report annually to the Department of Justice, in a manner specified by the Attorney General, the number of transfers pursuant to paragraph (4) of subdivision (a), and the offense that allowed for the transfer, pursuant to paragraph (4) of subdivision (a).

(3) All records described in this subdivision shall be public records for purposes of the California Public Records Act (Chapter 3.5 (commencing with Section 6250)), including the exemptions provided by that act and, as permitted under that act, personal identifying information may be redacted prior to public disclosure. To the extent that disclosure of a particular item of information would endanger the safety of a person involved in an investigation, or would endanger the successful completion of the investigation or a related investigation, that information shall not be disclosed.

(4) If more than one California law enforcement agency is participating in a joint task force that meets the reporting requirement pursuant to this section, the joint task force shall designate a local or state agency responsible for completing the reporting requirement.

(d) The Attorney General, by March 1, 2019, and annually thereafter, shall report on the total number of arrests made by joint law enforcement task forces, and the total number of arrests made for the purpose of immigration enforcement by all task force participants, including federal law enforcement agencies. To the extent that disclosure of a particular item of information would endanger the safety of a person involved in an investigation, or would endanger the successful completion of the investigation or a related investigation, that information shall not be included in the Attorney General's report. The Attorney General shall post the reports required by this subdivision on the Attorney General's Internet Web site.

(e) This section does not prohibit or restrict any government entity or official from sending to, or receiving from, federal immigration authorities, information regarding the citizenship or immigration status, lawful or unlawful, of an individual, or from requesting from federal immigration authorities immigration status information, lawful or unlawful, of any individual, or maintaining or exchanging that information with any other federal, state, or local government entity, pursuant to Sections 1373 and 1644 of Title 8 of the United States Code.

(f) Nothing in this section shall prohibit a California law enforcement agency from asserting its own jurisdiction over criminal law enforcement matters.

7284.8. (a) The Attorney General, by October 1, 2018, in consultation with the appropriate stakeholders, shall publish model policies limiting assistance with immigration enforcement to the fullest extent possible consistent with federal and state law at public schools, public libraries, health facilities operated by the state or a political subdivision of the state, courthouses, Division of Labor Standards Enforcement facilities, the Agricultural Labor Relations Board, the Division of Workers Compensation, and shelters, and ensuring that they remain safe and accessible to all California residents, regardless of immigration status. All public schools, health facilities operated by the state or a political subdivision of the state, and courthouses shall implement the model policy, or an equivalent policy. The Agricultural Labor Relations Board, the Division of Workers' Compensation, the Division of Labor Standards Enforcement, shelters, libraries, and all other organizations and entities that provide services related to physical or mental health and wellness, education, or access to justice, including the University of California, are encouraged to adopt the model policy.

(b) For any databases operated by state and local law enforcement agencies, including databases maintained for the agency by private vendors, the Attorney General shall, by October 1, 2018, in consultation with appropriate stakeholders, publish guidance, audit criteria, and training recommendations aimed at ensuring that those databases are governed in a manner that limits the availability of information therein to the fullest extent practicable and consistent with federal and state law, to anyone or any entity for the purpose of immigration enforcement. All state and local law enforcement agencies are encouraged to adopt necessary changes to database governance policies consistent with that guidance.

(c) Notwithstanding the rulemaking provisions of the Administrative Procedure Act (Chapter 3.5 (commencing with Section 11340) of Part 1 of Division 3 of Title 2), the Department of Justice may implement, interpret, or make specific this chapter without taking any regulatory action.

7284.10. (a) The Department of Corrections and Rehabilitation shall:

(1) In advance of any interview between the United States Immigration and Customs Enforcement (ICE) and an individual in department custody regarding civil immigration violations, provide the individual with a written consent form that explains the purpose of the interview, that the interview is voluntary, and that he or she may decline to be interviewed or may choose to be interviewed only with his or her attorney present. The written consent form shall be available in English, Spanish, Chinese, Tagalog, Vietnamese, and Korean.

(2) Upon receiving any ICE hold, notification, or transfer request, provide a copy of the request to the individual and inform him or her whether the department intends to comply with the request.

(b) The Department of Corrections and Rehabilitation shall not:

(1) Restrict access to any in-prison educational or rehabilitative programming, or credit-earning opportunity on the sole basis of citizenship or immigration status, including, but not limited to, whether the person is in removal proceedings, or immigration authorities have issued a hold request, transfer request, notification request, or civil immigration warrant against the individual.

(2) Consider citizenship and immigration status as a factor in determining a person's custodial classification level, including, but not limited to, whether the person is in removal proceedings, or whether immigration authorities have issued a hold request, transfer request, notification request, or civil immigration warrant against the individual.

7284.12. The provisions of this act are severable. If any provision of this act or its application is held invalid, that invalidity shall not affect other provisions or applications that can be given effect without the invalid provision or application.

SEC. 4. Section 11369 of the Health and Safety Code is repealed.

SEC. 5. If the Commission on State Mandates determines that this act contains costs mandated by the state, reimbursement to local agencies and school districts for those costs shall be made pursuant to Part 7 (commencing with Section 17500) of Division 4 of Title 2 of the Government Code.



CITY COUNCIL AGENDA – APRIL 3, 2018

SUBJECT: Public Hearing to Receive Public Input Concerning District Maps for City Council Election District Boundaries and the Sequencing of Elections

SOURCE: Administrative Services

COMMENT: This is the second public hearing to receive commentary concerning the drawing of district boundaries for City Council representation by Districts. As the City transitions from at-large elections to by-district elections, the drawing of the City Council District boundaries is a critical step.

As the Council is aware, pre-map public hearings were held during October 2017 to receive input on the criteria from which the maps would be drawn. Commentary at those initial public hearings consisted of 1) a request to make copies of the draft maps large enough to be easily read; 2) to make the boundary lines easily identifiable; and 3) to change the number of City Council seats from five to seven, with two of the seats being elected at-large.

In addition to considering the public commentary received, the City's consultant National Demographics Corporation (NDC) also utilized other criteria traditionally used in creating boundaries, including: the consideration of visible natural and man-made boundaries, creating compact and contiguous districts, continuity of office for current Council Members so as to respect voters' wishes, and "communities of interest," which is generally defined as a neighborhood or community of shared interests, views, problems, or characteristics. These could be school attendance areas, natural neighborhood dividing lines, such as highways, rivers, hills, etc., areas around parks or other neighborhood landmarks, common issues or legislative/election concerns, or shared demographic characteristics, such as similar levels of income, education, etc. When utilizing communities of interest in the drawing of district boundaries, consideration should be given to whether these communities of interest wish to be kept together in one district, or have multiple representatives.

Based on the above criteria, NDC drafted three maps for consideration consisting of the following: Green, Yellow and Purple. A duly-noticed public hearing was held on March 20, 2018, to receive public comment on the draft maps. Public commentary was received from two individuals, one of whom spoke in favor of the Green and Yellow Maps, and the second who voiced support for by-district elections and requested that paper maps also be made available to the public. Discussion and consideration of the three maps concluded with direction being given to staff to bring the Green and Yellow Maps back as Focus Maps for further consideration. Direction was further

given to bring a revised version of the Purple Map back for consideration that would adjust the boundaries so as to separate Council Member Hamilton and Council Member Flores into separate districts. It was noted that the revised purple map would return for consideration as "Purple 2".

At this time, staff requests that the Council conduct a public hearing to receive further public commentary to consider the three maps (Green, Yellow and Purple 2) and accompanying election sequencing. In addition to noticing this public hearing, all three proposed maps have been published in the Porterville Recorder. Fully interactive versions of all three maps are also available on the City's website, as are pdf files of each map which contain the proposed sequencing of elections, as well as demographics of each district. Further, paper maps are available for inspection in the Office of City Clerk at City Hall, with copies available upon request. City Council consideration of an Ordinance adopting district elections, election district boundaries, and sequencing of district elections will take place at the April 17th City Council meeting.

RECOMMENDATION: That the City Council conduct the public hearing to receive commentary and consider three proposed district maps depicting City Council district boundaries and sequencing of elections and provide direction to staff.

ATTACHMENTS:

1. Focus Map_Green
2. Green Map Demographics
3. Focus Map_Yellow
4. Yellow Map Demographics
5. Map_Purple 2
6. Purple 2 Demographics

Appropriated/Funded:

Review By:

Department Director:

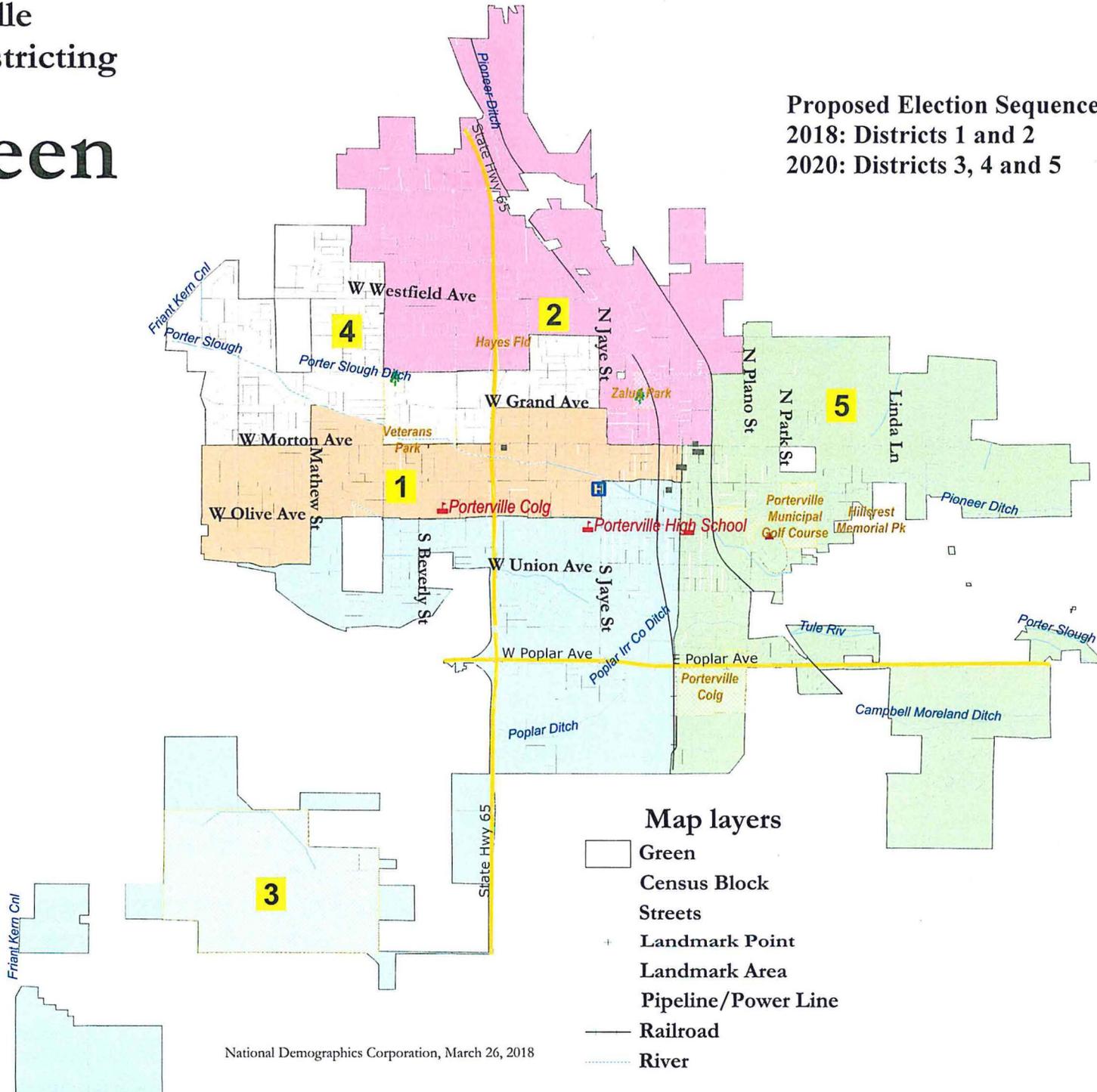
Patrice Hildreth, Administrative Services Dir

Final Approver: Patrice Hildreth, Administrative Services Dir

Porterville
2018 Districting

Green

Proposed Election Sequence:
2018: Districts 1 and 2
2020: Districts 3, 4 and 5



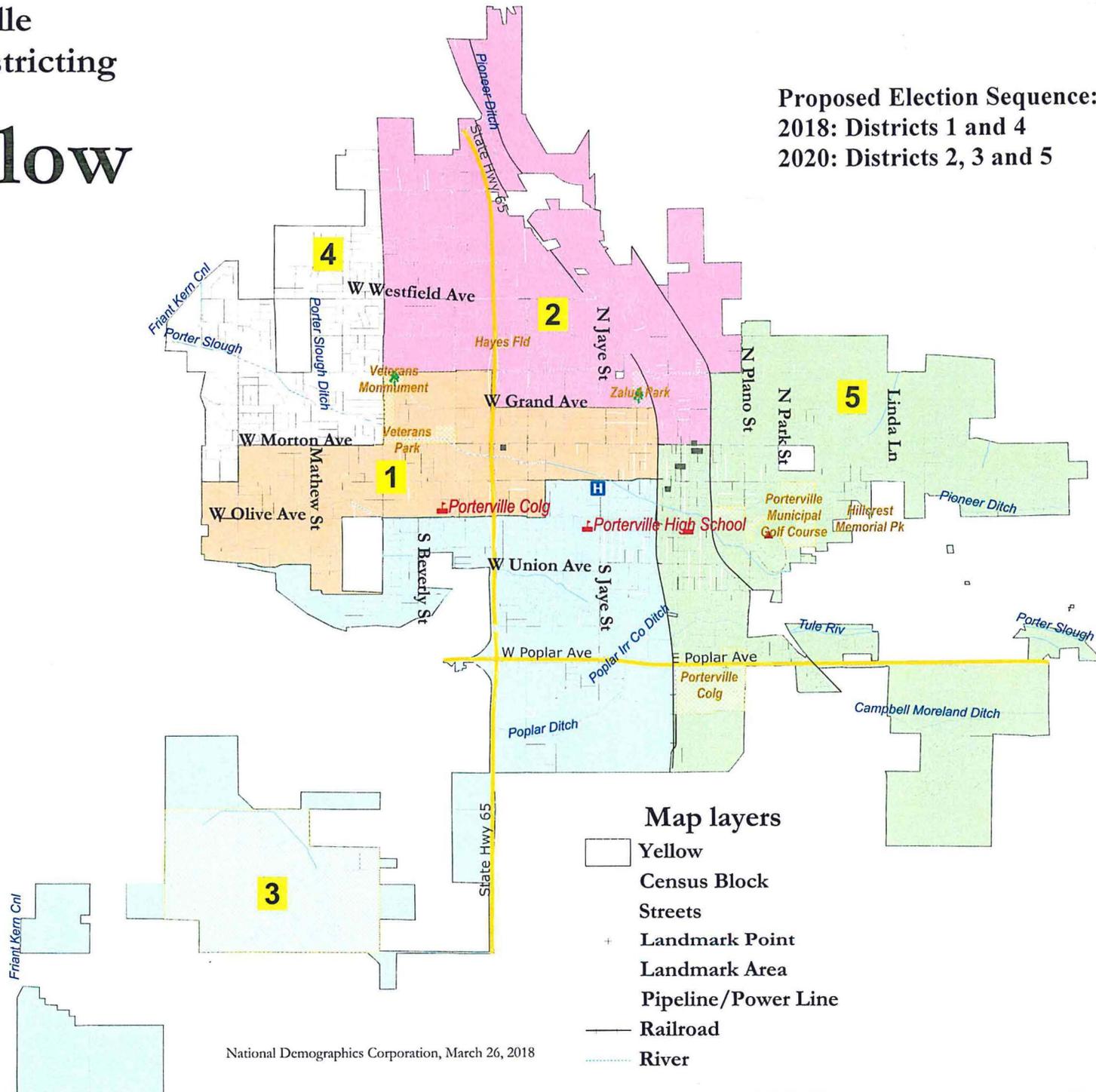
National Demographics Corporation, March 26, 2018

Porterville City - Green Map							
District		1	2	3	4	5	Total
<u>Ideal</u>	Total Pop	11,848	11,406	11,808	11,931	11,646	58,639
11,728	Deviation from ideal	120	-322	80	203	-82	525
	% Deviation	1.02%	-2.75%	0.68%	1.73%	-0.70%	4.48%
Total Pop	% Hisp	57%	59%	72%	50%	70%	61%
	% NH White	35%	34%	21%	39%	24%	31%
	% NH Black	1%	1%	1%	1%	1%	1%
	% Asian-American	5%	4%	4%	9%	2%	5%
Citizen Voting Age Pop	Total	6,606	6,716	5,338	7,754	5,886	32,301
	% Hisp	51%	51%	62%	40%	56%	51%
	% NH White	41%	44%	32%	50%	37%	41%
	% NH Black	2%	2%	0%	1%	2%	1%
Voter Registration (Nov 2016)	% Asian/Pac.Isl.	6%	3%	5%	9%	3%	5%
	Total	3,595	3,971	3,159	4,964	2,792	18,480
	% Latino est.	39%	38%	31%	40%	34%	37%
	% Asian-Surnamed	22%	23%	25%	22%	24%	23%
	% Filipino-Surnamed	5%	5%	5%	5%	5%	5%
Voter Turnout (Nov 2016)	% NH White est.	53%	49%	38%	55%	52%	50%
	% NH Black	2%	4%	0%	1%	1%	2%
	Total	2,567	2,728	2,088	3,605	1,895	12,884
	% Latino	41%	39%	31%	43%	35%	39%
	% Asian-Surnamed	18%	18%	21%	18%	20%	19%
Voter Turnout (Nov 2014)	% Filipino-Surnamed	4%	5%	4%	4%	5%	4%
	% NH White est.	58%	54%	42%	59%	58%	55%
	% NH Black	3%	4%	0%	1%	1%	2%
	Total	1,395	1,605	1,103	2,087	874	7,065
	% Latino	31%	31%	48%	30%	49%	36%
ACS Pop. Est.	% Asian-Surnamed	1%	1%	1%	2%	1%	1%
	% Filipino-Surnamed	1%	1%	2%	2%	1%	1%
	% NH White est.	64%	63%	42%	64%	44%	58%
	% NH Black est.	0%	2%	0%	1%	1%	1%
	Total	11,708	12,359	11,670	12,387	11,526	59,651
Age	age0-19	36%	37%	37%	37%	34%	36%
	age20-60	48%	50%	49%	47%	51%	49%
	age60plus	16%	14%	14%	15%	15%	15%
Immigration	immigrants	18%	18%	27%	18%	29%	22%
	naturalized	43%	41%	29%	51%	28%	37%
Language spoken at home	english	50%	50%	34%	54%	35%	45%
	spanish	44%	48%	63%	41%	63%	52%
	asian-lang	5%	2%	3%	4%	2%	3%
	other lang	1%	1%	0%	2%	0%	1%
Language Fluency	Speaks Eng. "Less than Very Well"	21%	16%	33%	16%	32%	23%
Education (among those age 25+)	hs-grad	60%	62%	51%	61%	46%	56%
	bachelor	7%	9%	4%	9%	4%	7%
	graduatedegree	4%	5%	2%	5%	2%	3%
Child in Household	child-under18	40%	50%	45%	48%	44%	45%
Pct of Pop. Age 16+	employed	49%	54%	49%	53%	45%	50%
Household Income	income 0-25k	36%	22%	43%	23%	42%	33%
	income 25-50k	26%	29%	31%	28%	32%	29%
	income 50-75k	18%	19%	12%	18%	14%	16%
	income 75-200k	19%	27%	13%	29%	11%	20%
	income 200k-plus	1%	3%	1%	3%	1%	2%
Housing Stats	single family	74%	83%	74%	88%	80%	80%
	multi-family	26%	17%	26%	12%	20%	20%
	rented	50%	39%	58%	34%	54%	47%
	owned	50%	61%	42%	66%	46%	53%
Total population data from the 2010 Decennial Census.							
Surname-based Voter Registration and Turnout data from the California Statewide Database.							
Latino voter registration and turnout data are Spanish-surname counts adjusted using Census Population Department undercount estimates. NH White and NH Black registration and turnout counts estimated by NDC. Citizen Voting Age Pop., Age, Immigration, and other demographics from the 2011-2015 American Community Survey and Special Tabulation 5-year data.							

Porterville
2018 Districting

Yellow

Proposed Election Sequence:
2018: Districts 1 and 4
2020: Districts 2, 3 and 5



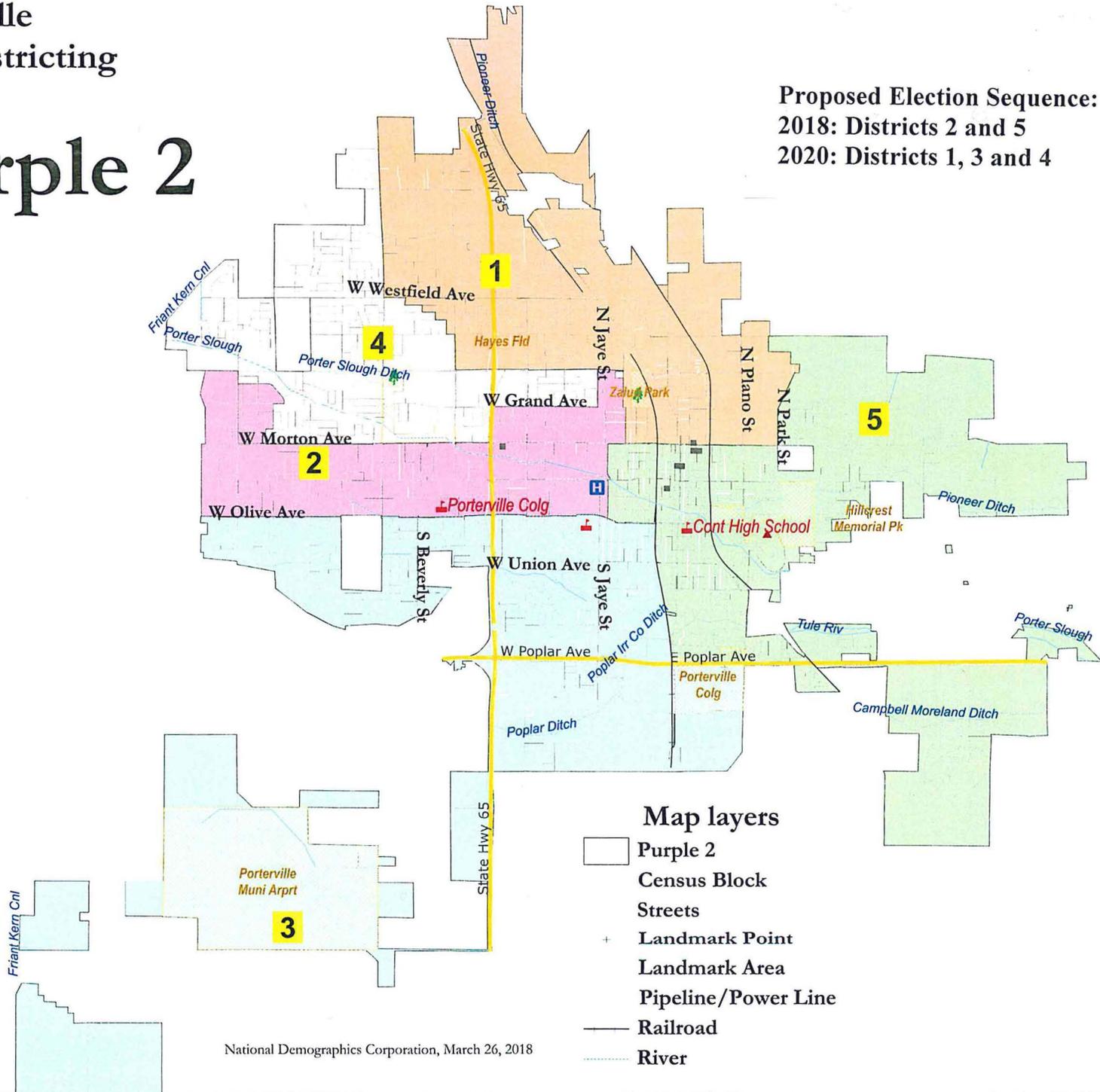
Porterville City - Yellow Map

District		1	2	3	4	5	Total
<u>Ideal</u>	Total Pop	11,928	11,868	11,642	11,372	11,829	58,639
11,728	Deviation from ideal	200	140	-86	-356	101	556
	% Deviation	1.71%	1.19%	-0.73%	-3.04%	0.86%	4.74%
Total Pop	% Hisp	56%	57%	73%	51%	70%	61%
	% NH White	36%	36%	21%	37%	24%	31%
	% NH Black	1%	1%	1%	1%	1%	1%
	% Asian-American	5%	4%	4%	9%	2%	5%
Citizen Voting Age Pop	Total	6,667	7,288	5,288	7,057	6,000	32,301
	% Hisp	50%	50%	63%	41%	56%	51%
	% NH White	41%	45%	31%	49%	37%	41%
	% NH Black	2%	3%	0%	0%	2%	1%
Voter Registration (Nov 2016)	% Asian/Pac.Isl.	6%	3%	5%	10%	3%	5%
	Total	3,540	4,367	3,031	4,682	2,860	18,480
	% Latino est.	39%	38%	31%	41%	34%	37%
	% Asian-Surnamed	22%	23%	25%	21%	24%	23%
	% Filipino-Surnamed	5%	5%	5%	4%	5%	5%
Voter Turnout (Nov 2016)	% NH White est.	53%	49%	38%	56%	51%	50%
	% NH Black	3%	4%	0%	1%	1%	2%
	Total	2,531	3,026	1,988	3,396	1,942	12,884
	% Latino	41%	39%	30%	44%	35%	39%
	% Asian-Surnamed	18%	19%	21%	17%	20%	19%
Voter Turnout (Nov 2014)	% Filipino-Surnamed	5%	5%	4%	4%	5%	4%
	% NH White est.	57%	54%	42%	60%	57%	55%
	% NH Black	3%	4%	0%	1%	1%	2%
	Total	1,334	1,782	1,072	1,977	900	7,065
	% Latino	31%	29%	49%	32%	49%	36%
ACS Pop. Est.	% Asian-Surnamed	1%	1%	1%	2%	1%	1%
	% Filipino-Surnamed	1%	1%	2%	2%	1%	1%
	% NH White est.	65%	65%	41%	62%	43%	58%
	% NH Black est.	0%	2%	0%	1%	1%	1%
	Total	11,846	12,846	11,510	11,735	11,713	59,651
Age	age0-19	36%	37%	37%	37%	34%	36%
	age20-60	48%	50%	49%	47%	51%	49%
	age60plus	16%	13%	14%	16%	15%	15%
Immigration	immigrants	19%	18%	27%	17%	29%	22%
	naturalized	40%	38%	29%	57%	28%	37%
Language spoken at home	english	48%	49%	34%	56%	35%	45%
	spanish	46%	48%	63%	39%	63%	52%
	asian-lang	5%	2%	2%	4%	2%	3%
	other lang	1%	1%	0%	2%	0%	1%
Language Fluency	Speaks Eng. "Less than Very Well"	22%	16%	33%	15%	32%	23%
Education (among those age 25+)	hs-grad	60%	62%	52%	61%	46%	56%
	bachelor	7%	9%	4%	10%	4%	7%
	graduatedegree	4%	5%	2%	6%	2%	3%
Child in Household	child-under18	40%	49%	45%	49%	44%	45%
Pct of Pop. Age 16+	employed	48%	55%	49%	51%	45%	50%
Household Income	income 0-25k	36%	20%	44%	23%	42%	33%
	income 25-50k	27%	30%	31%	26%	32%	29%
	income 50-75k	18%	20%	12%	17%	14%	16%
	income 75-200k	18%	27%	12%	31%	11%	20%
	income 200k-plus	1%	3%	1%	3%	1%	2%
Housing Stats	single family	74%	83%	72%	90%	79%	80%
	multi-family	26%	17%	28%	10%	21%	20%
	rented	51%	38%	59%	31%	55%	47%
	owned	49%	62%	41%	69%	45%	53%
Total population data from the 2010 Decennial Census.							
Surname-based Voter Registration and Turnout data from the California Statewide Database.							
Latino voter registration and turnout data are Spanish-surname counts adjusted using Census Population Department undercount estimates. NH White and NH Black registration and turnout counts estimated by NDC. Citizen Voting Age Pop., Age, Immigration, and other demographics from the 2011-2015 American Community Survey and Special Tabulation 5-year data.							

Porterville
2018 Districting

Purple 2

Proposed Election Sequence:
2018: Districts 2 and 5
2020: Districts 1, 3 and 4



National Demographics Corporation, March 26, 2018

Porterville City - Purple 2 Map

District		1	2	3	4	5	Total
<u>Ideal</u>	Total Pop	11,443	11,729	11,892	11,723	11,852	58,639
11,728	Deviation from ideal	-285	1	164	-5	124	449
	% Deviation	-2.43%	0.01%	1.40%	-0.04%	1.06%	3.83%
Total Pop	% Hisp	59%	57%	70%	52%	70%	61%
	% NH White	34%	36%	23%	37%	24%	31%
	% NH Black	1%	1%	1%	1%	1%	1%
	% Asian-American	4%	5%	5%	8%	2%	5%
Citizen Voting Age Pop	Total	6,649	6,555	5,421	7,558	6,118	32,301
	% Hisp	50%	50%	59%	43%	56%	51%
	% NH White	44%	41%	34%	48%	36%	41%
	% NH Black	2%	2%	0%	1%	2%	1%
Voter Registration (Nov 2016)	% Asian/Pac.Isl.	3%	6%	6%	7%	3%	5%
	Total	4,043	3,555	3,366	4,750	2,766	18,480
	% Latino est.	37%	37%	34%	40%	34%	37%
	% Asian-Surnamed	23%	23%	24%	22%	24%	23%
	% Filipino-Surnamed	5%	5%	5%	4%	5%	5%
Voter Turnout (Nov 2016)	% NH White est.	50%	53%	40%	55%	51%	50%
	% NH Black	3%	2%	0%	1%	1%	2%
	Total	2,777	2,493	2,301	3,440	1,873	12,884
	% Latino	38%	40%	34%	43%	36%	39%
	% Asian-Surnamed	19%	18%	20%	18%	20%	19%
	% Filipino-Surnamed	5%	4%	5%	4%	4%	4%
Voter Turnout (Nov 2014)	% NH White est.	55%	57%	44%	59%	57%	55%
	% NH Black	3%	3%	0%	1%	2%	2%
	Total	1,542	1,392	1,230	1,995	906	7,065
	% Latino	31%	32%	43%	32%	48%	36%
	% Asian-Surnamed	1%	1%	1%	2%	1%	1%
ACS Pop. Est.	% Filipino-Surnamed	1%	1%	2%	2%	1%	1%
	% NH White est.	63%	64%	49%	62%	43%	58%
	% NH Black est.	2%	0%	0%	1%	1%	1%
	Total	12,354	11,600	11,672	12,207	11,817	59,651
	Age	age0-19	37%	36%	37%	37%	34%
age20-60		50%	48%	49%	47%	51%	49%
age60plus		13%	16%	14%	15%	14%	15%
Immigration	immigrants	18%	18%	27%	17%	28%	22%
	naturalized	38%	43%	30%	54%	27%	37%
Language spoken at home	english	49%	51%	34%	54%	35%	45%
	spanish	49%	43%	62%	41%	63%	52%
	asian-lang	2%	4%	3%	4%	2%	3%
	other lang	1%	2%	1%	2%	0%	1%
Language Fluency	Speaks Eng. "Less than Very Well"	17%	20%	33%	15%	32%	23%
Education (among those age 25+)	hs-grad	61%	60%	51%	61%	47%	56%
	bachelor	8%	7%	4%	10%	4%	7%
	graduatedegree	4%	4%	2%	5%	2%	3%
Child in Household	child-under18	49%	40%	46%	49%	43%	45%
Pct of Pop. Age 16+	employed	54%	49%	50%	53%	44%	50%
Household Income	income 0-25k	23%	35%	41%	22%	44%	33%
	income 25-50k	30%	26%	31%	27%	31%	29%
	income 50-75k	19%	18%	12%	17%	14%	16%
	income 75-200k	25%	20%	15%	30%	10%	20%
	income 200k-plus	2%	1%	1%	3%	1%	2%
Housing Stats	single family	82%	75%	78%	89%	75%	80%
	multi-family	18%	25%	22%	11%	25%	20%
	rented	40%	49%	55%	33%	58%	47%
	owned	60%	51%	45%	67%	42%	53%
Total population data from the 2010 Decennial Census.							
Surname-based Voter Registration and Turnout data from the California Statewide Database.							
Latino voter registration and turnout data are Spanish-surname counts adjusted using Census Population Department undercount estimates. NH White and NH Black registration and turnout counts estimated by NDC. Citizen Voting Age Pop., Age, Immigration, and other demographics from the 2011-2015 American Community Survey and Special Tabulation 5-year data.							



CITY COUNCIL AGENDA – APRIL 3, 2018

SUBJECT: Consideration of Partnership with Sierra View Medical Center for Proposed 2018 Farmers Market

SOURCE: City Manager's Office

COMMENT: In 2015, Sierra View Medical Center ("SVMC") with the Visalia Farmers Market began hosting a Farmers Market. In 2016, the City Council became a partner and the Farmers Market was located on Main Street for the month of August. The City again partnered with SVMC for the 2017 Farmers Market, which was located at the SVMC parking lot for the months of May and June, and then relocated to Main Street in front of City Hall for the months of July and August.

For the past two years the Council's Special Purposes Reserve Fund has provided financial support of \$10,000 and \$15,500 commensurate with the relocation and number of events held on Main Street.

Staff has continued to work with SVMC to grow the market into a true community event complete with activities and to develop partnerships with the local school districts, the City Library and the Chamber of Commerce.

If supported by Council, staff recommends that the Council's Special Purposes Reserve Fund again serve as the funding source for the request of \$15,500, and will work to formalize the process and proceed with a Community Civic Event application to be considered by the Council at an upcoming meeting.

RECOMMENDATION: That the City Council consider the City's partnership with Sierra View Medical Center for the proposed 2018 Farmer's Market.

ATTACHMENTS:

1. 2017 Farmers Market Budget
2. 2018 Proposed Farmers Market Budget

Appropriated/Funded:

Review By:
Department Director:

Final Approver: John Lollis, City Manager

2017 Sierra View Farmers' Market Accounting					
Month	Category				
April		Total Cost	SVMC Expense	C.O.P. Expense	United HealthCare
	Production - Signage - English & Spanish Farmers Market- Bus Shelters	\$500.00	\$250.00	\$250.00	
	Production - Signage - English & Spanish Farmers Market Bus Shelters- Translation	\$47.06	\$23.53	\$23.53	
	Production- Design Only- Flyer Farmers Market- Healthy Bucks Info	\$200.00	\$100.00	\$100.00	
	Production- Design Only- Flyer Farmers Market- Healthy Bucks Info- Translation	\$47.06	\$23.53	\$23.53	
	Production- Outdoor- Leonard & Co. Farmers Market *Billboard	\$200.00	\$100.00	\$100.00	
	Production- Print Ad- April Chamber Connect- 1/2 Page Farmers Market	\$400.00	\$400.00	\$0.00	
	Print Schedule- Chamber Connect - Porterville Chamber Connect (April Issue)	\$235.29	\$235.29	\$0.00	
	Production- Design Only- Banner Farmers Market	\$300.00	\$150.00	\$150.00	
	Production- Design- Vendor Sheet Farmers Market- Healthy Bucks	\$300.00	\$150.00	\$150.00	
	Production- Design Only- Letter Size Flyer Farmers Market	\$100.00	\$50.00	\$50.00	
	Outdoor Schedule--Leonard and Company (August 1-31)	\$995.02	\$497.51	\$497.51	
	Monthly Total	\$3,324.43	\$1,979.86	\$1,344.57	\$0

May		Total Cost	SVMC Expense	C.O.P. Expense	United HealthCare
	Production--JSA (print ads, artwork, etc.)	\$2,930.17	\$1,733.98	\$1,196.20	
	Radio Schedule--JSA (KJUG, KSOF, KUFW)	\$1,785.00	\$1,023.33	\$761.67	
	Print Schedule--JSA (Foothill Sun-Gazette: 5/10; Noticiero Semanal: 5/12; Porterville Recorder: 5/13, 5/29; Chamber Connect: May)	\$2,275.89	\$2,275.89		
	Outdoor Campaign--Leonard and Company (May 1-30)	\$995.02	\$995.02		
	Fresh is Back Sign--Sign Time (Poster Board 3'x2')	\$45.57	\$22.79	\$22.79	
	Banners--2Market Visuals (72"x36" banner, 120"x60" banner)	\$523.43	\$261.72	\$261.72	
	Banners--2Market Visuals (20'x5' banner)	\$536.03	\$268.02	\$268.02	
	Portable Bathroom--Prime Sanitation Services LLC	\$230.00	\$115.00	\$115.00	
	Characters--A Wish Your Heart Makes (Face Painting, Photographs, etc.)	\$300.00	\$150.00	\$150.00	
	Healthy Bucks (Community Incentive)	\$1,576.00	\$788.00	\$788.00	
	Healthy Bucks (Veggie Rx)	\$432.00	\$432.00		
	Healthy Bucks (Employee Incentive)	\$236.00	\$0.00		\$236.00
	Farmers Market Manager	\$65.00	\$32.50	\$32.50	
	Monthly Total	\$11,930.11	\$8,098.25	\$3,595.90	\$236.00

June		Total Cost	SVMC Expense	C.O.P. Expense	United Healthcare
	Production--JSA (Print Ads: 1/2 page Porterville Recorder)	\$337.50	\$225.88	\$111.62	
	Print Schedule--JSA (Porterville Recorder: 6/5, 6/12, 6/19, 6/26; Chamber Connect: June; Health Connection: June)	\$2,828.24	\$1,457.26	\$1,370.98	
	Outdoor Schedule--Leonard and Company (June 1-30)	\$995.02	\$497.51	\$497.51	
	Characters--A Wish Your Heart Makes (Face Painting, Photographs, etc.)	\$395.00	\$197.50	\$197.50	
	Blood Drive Prize for June 20 Farmers Market--Mark Canales	\$100.00	\$100.00		
	Healthy Bucks (Community Incentive)	\$2,468.00	\$1,234.00	\$1,234.00	
	Healthy Bucks (Veggie Rx)	\$534.00	\$534.00		
	Healthy Bucks (Employee Incentive)	\$332.00			\$332.00
	Farmers Market Manager	\$300.00	\$150.00	\$150.00	
	Monthly Total	\$8,289.76	\$4,396.15	\$3,561.61	\$332.00

July		Total Cost	SVMC Expense	C.O.P. Expense	United Healthcare
	Production--JSA (Print Ads: Health Connection, Recorder, etc.)	\$1,035.00	\$1,035.00		
	Print Schedule--JSA (Foothill Sun-Gazette: 7/5, 7/19 make good; Noticiero Semanal: 7/7; Porterville Recorder: 7/3, 7/8, 7/10, 7/17, 7/24, 7/31)	\$4,476.89	\$4,338.89	\$138.00	
	Outdoor Schedule--Leonard and Company (July 1-31)	\$995.02	\$497.51	\$497.51	
	Bus Shelter Ads--Rethought Reborn Media	\$1,732.00	\$1,185.12	\$546.88	
	Radio Schedule-- JSA (KJUG, KSOF, KUFW)	\$1,765.00	\$882.50	\$882.50	
	Characters--A Wish Your Heart Makes (Face Painting, Photographs, etc.)	\$395.00	\$197.50	\$197.50	
	Healthy Bucks (Community Incentive)	\$2,166.00	\$1,083.00	\$1,083.00	
	Healthy Bucks (Veggie Rx)	\$446.00	\$446.00		
	Healthy Bucks (Employee Incentive)	\$180.00			\$180.00
	Farmers Market Manager	\$300.00	\$150.00	\$150.00	
	Monthly Total	\$13,490.91	\$9,815.52	\$3,495.39	\$180.00

August		Total Cost	SVMC Expense	C.O.P. Expense	United Healthcare
	Production--JSA (Print ads: Porterville Recorder)	\$360.00	\$194.29	\$165.71	
	Print Schedule--JSA (Porterville Recorder: 8/1, 8/7, 8/14, 8/21, 8/28; Noticiero Semanal: 8/4)	\$2,685.88	\$1,975.56	\$710.32	
	Healthy Bucks (Community Incentive)	\$4,748.00	\$2,374.00	\$2,374.00	
	Healthy Bucks (Veggie Rx)	\$744.00	\$744.00		
	Healthy Bucks (Employee Incentive)	\$192.00			\$192
	Characters--A Wish Your Heart Makes (Face Painting, Photographs, etc.)	\$305.00	\$152.50	\$152.50	
	Farmers Market Manager	\$200.00	\$100.00	\$100.00	
	Monthly Total	\$9,234.88	\$5,540.35	\$3,502.53	\$192.00
	Total	\$92,540.18	\$59,660.26	\$31,000.00	\$1,880.00

2018 Sierra View Farmers' Market Accounting					
May	Category	Total Cost	SVMC Expense	C.O.P. Expense	United Healthcare
	Social Media	\$ -	\$ -	\$ -	
	Print Schedule - Porterville Recorder x 1 a Month for Quarter Page Ad	\$ 372.94	\$ 186.47	\$ 186.47	
	Promotional Item - Grape and Strawberry Bags (2,000 Count) \$1.23 cpp	\$ 2,460.00	\$ 1,230.00	\$ 1,230.00	
	Print Schedule - Chamber Connect (May Issue)	\$ 235.29	\$ 117.64	\$ 117.64	
	Banner Production - 3x6 (10 Total)\$63 cpp	\$ 630.00	\$ 315.00	\$ 315.00	
	Sign Production for Strathmore Property - 4x8 (1 Total)	\$ 529.00	\$ 264.50	\$ 264.50	
	Banner Production - 5x10 (1 Total)	\$ 161.95	\$ 80.97	\$ 80.97	
	Pop Up Banners - 3x6.66 (2 Total) \$231.77 cpp	\$ 463.54	\$ 231.77	\$ 231.77	
	Flyer Production Full Color - 2,000 Total \$30 a ream	\$ 120.00	\$ 60.00	\$ 60.00	
	Billboard Production Cost - (6 Billboards) \$100 cpb	\$ 600.00	\$ 300.00	\$ 300.00	
	One King Size Bus Ad (Production Cost Only)	\$ 890.00	\$ 445.00	\$ 445.00	
	Monthly Total	\$ 6,462.70	\$ 3,231.35	\$ 3,231.35	\$0

June		Total Cost	SVMC Expense	C.O.P. Expense	United Healthcare
	Bus Advertisement (cpm \$513)	\$ 513.00	\$ 256.50	\$ 256.50	
	Social Media	\$ -	\$ -	\$ -	
	Print Schedule - Chamber (Flyer Stuffer) June Only	\$ 150.00	\$ 75.00	\$ 75.00	
	Print Schedule - Porterville Recorder x 1 a Month for Quarter Page Ad	\$ 372.94	\$ 186.47	\$ 186.47	
	Outdoor Campaign--Billboard Company (2 locations per 4 week posting) \$875 per billboard	\$ 1,750.00	\$ 875.00	\$ 875.00	
	Radio Campaign - KJUG	\$ 1,000.00	\$ 500.00	\$ 500.00	
	Radio Campaign - La Campesina	\$ 500.00	\$ 250.00	\$ 250.00	
	Radio Campaign - KTIP	\$ 500.00	\$ 250.00	\$ 250.00	
	Portable Bathroom - Delivery Fee	\$ 30.00	\$ 15.00	\$ 15.00	
	Portable Bathroom--Prime Sanitation Services LLC	\$ 200.00	\$ 100.00	\$ 100.00	
	Characters--Hero Alliance 2 Characters x (2 markets a month) \$225 per visit	\$ 450.00	\$ 225.00	\$ 225.00	
	Healthy Bucks (Community Incentive)	\$ 3,335.00	\$ 1,667.50	\$ 1,667.50	
	Healthy Bucks (Veggie Rx)	\$ 800.00	\$ 800.00		
	Healthy Bucks (Employee Incentive)	\$ 650.00			\$ 650.00
	Farmers Market Manager (4 Markets @ \$75 per day)	\$ 300.00	\$ 300.00		
	Engineer/ Security/Envioronmental Services cost per market	\$ 500.00	\$ 500.00		
	Monthly Total	\$11,050.94	\$6,000.47	\$ 4,400.47	\$650.00

July		Total Cost	SVMC Expense	C.O.P. Expense	United Healthcare
	Bus Advertisement (cpm \$513)	\$ 513.00	\$ 256.50	\$ 256.50	
	Social Media	\$ -	\$ -	\$ -	
	Print Schedule - Porterville Recorder x 1 a Month for Quarter Page Ad	\$ 372.94	\$ 186.47	\$ 186.47	
	Outdoor Campaign--Billboard Company (2 locations per 4 week posting) \$875 per billboard	\$ 1,750.00	\$ 875.00	\$ 875.00	
	Radio Campaign - KJUG	\$ 1,000.00	\$ 500.00	\$ 500.00	
	Radio Campaign - La Campesina	\$ 500.00	\$ 250.00	\$ 250.00	
	Radio Campaign - KTIP	\$ 500.00	\$ 250.00	\$ 250.00	
	Portable Bathroom--Prime Sanitation Services LLC	\$ 200.00	\$ 100.00	\$ 100.00	
	Characters--Hero Alliance 2 Characters x (2 markets a month)	\$ 450.00	\$ 225.00	\$ 225.00	
	Healthy Bucks (Community Incentive)	\$ 3,335.00	\$ 1,667.50	\$ 1,667.50	
	Healthy Bucks (Veggie Rx)	\$ 800.00	\$ 800.00		
	Healthy Bucks (Employee Incentive)	\$ 650.00			\$ 650.00
	Farmers Market Manager (4 Markets @ \$75 per day)	\$ 300.00	\$ 300.00		
	Engineer/ Security/Envioronmental Services cost per market	\$ 400.00	\$ 400.00		
	Monthly Total	\$10,770.94	\$5,810.47	\$ 4,310.47	\$650.00

August		Total Cost	SVMC Expense	C.O.P. Expense	United Healthcare
	Social Media	\$ -	\$ -	\$ -	
	Print Schedule - Porterville Recorder x 1 a Month for Quarter Page Ad	\$ 372.94	\$ 186.47	\$ 186.47	
	Outdoor Campaign--Billboard Company (2 locations per 4 week posting) \$875 per billboard	\$ 1,750.00	\$ 875.00	\$ 875.00	
	Radio Campaign - KJUG	\$ 1,000.00	\$ 500.00	\$ 500.00	
	Radio Campaign - La Campesina	\$ 500.00	\$ 250.00	\$ 250.00	
	Radio Campaign - KTIP	\$ 500.00	\$ 250.00	\$ 250.00	
	Portable Bathroom--Prime Sanitation Services LLC	\$ 200.00	\$ 100.00	\$ 100.00	
	Characters--Hero Alliance 2 Characters x (2 markets a month)	\$ 450.00	\$ 225.00	\$ 225.00	
	Healthy Bucks (Community Incentive)	\$ 3,335.00	\$ 1,667.50	\$ 1,667.50	
	Healthy Bucks (Veggie Rx)	\$ 800.00	\$ 800.00		
	Farmers Market Manager (4 Markets @ \$75 per day)	\$ 300.00	\$ 300.00		
	Engineer/ Security/Envioronmental Services cost per market	\$ 300.00	\$ 300.00		
	Monthly Total	\$9,507.94	\$5,453.97	\$ 4,053.97	

Total \$37,792.52 \$20,496.26 \$15,996.26 \$1,300.00



CITY COUNCIL AGENDA – APRIL 3, 2018

SUBJECT: Consideration of Designs for Drought Tolerant Exhibition Garden

SOURCE: Community Development

COMMENT: With adoption of the 2017-2018 Fiscal Year budget, the City Council identified certain priority projects. One such project was the development of the southeast corner of Morton Avenue and D Street as an exhibition garden for drought tolerant landscape concepts. Since that time, the Leadership Porterville Class of 2018 (LP2018) has accepted the responsibility of defining design parameters as a portion of their class project. Working with students in the Porterville Unified School District, Environmental Science Academy Pathways program, three design concepts were identified. Each concept includes five distinct gardens with the following themes: "front yard", Pioneer, Polinator, Bermed, and Xeriscaped. Further, all concepts would be developed in a manner compliant with the City's water conservation and efficiency ordinance as well as the Downtown Design Guidelines. Accessible paths connect Morton Avenue and D Street to the various gardens. Benches, lighting, and an informational kiosk invite the public to enjoy a comfortable visit while they consider options available to reduce their landscape related water usage. All options also include a monument sign and decorative wrought iron fencing.

Concept Design #1 includes a total landscaped area of 2,481 square feet, with gardens of various sizes. The existing trees on the southernmost portion of the project would remain. A unique feature of this design is the centrally located light poles.

Concept Design #2 includes a total landscaped area of 2,200 square feet, with symmetrically designed gardens of 425 square feet, with a center garden of 500 square feet. Because of the spacing of the gardens, the existing trees would need to be removed in this design. This design, while still providing five garden displays, uses the least amount of landscaped area.

Concept Design #3 includes a total landscaped area of 2,500 square feet, the maximum allowed square footage to stay within the threshold of prescriptive compliance with the City's water conservation and efficiency ordinance. Each garden is 500 square feet, and all garden plots are raised in this design. Like Concept Design #1, the existing trees on the southernmost portion of the project would remain.

Porterville Unified students in other pathways will become more involved through the construction of the project. Because of the timing constraints

associated with the end of the school year, the City's project partners have asked that Council select a preferred alternative, opening the door to continue progress on the project. LP2018 and Porterville Unified School District continue to be the City's partners in the multiple facets of this effort, and as such, each group, including the students of the respective groups, will continue to inform the Council of their goals and progress.

RECOMMENDATION: That the City Council review the presented designs and select the preferred alternative.

ATTACHMENTS: 1. Concept Design #1
 2. Concept Design #2
 3. Concept Design #3

Appropriated/Funded:

Review By:

Department Director:

Jenni Byers, Community Development Director

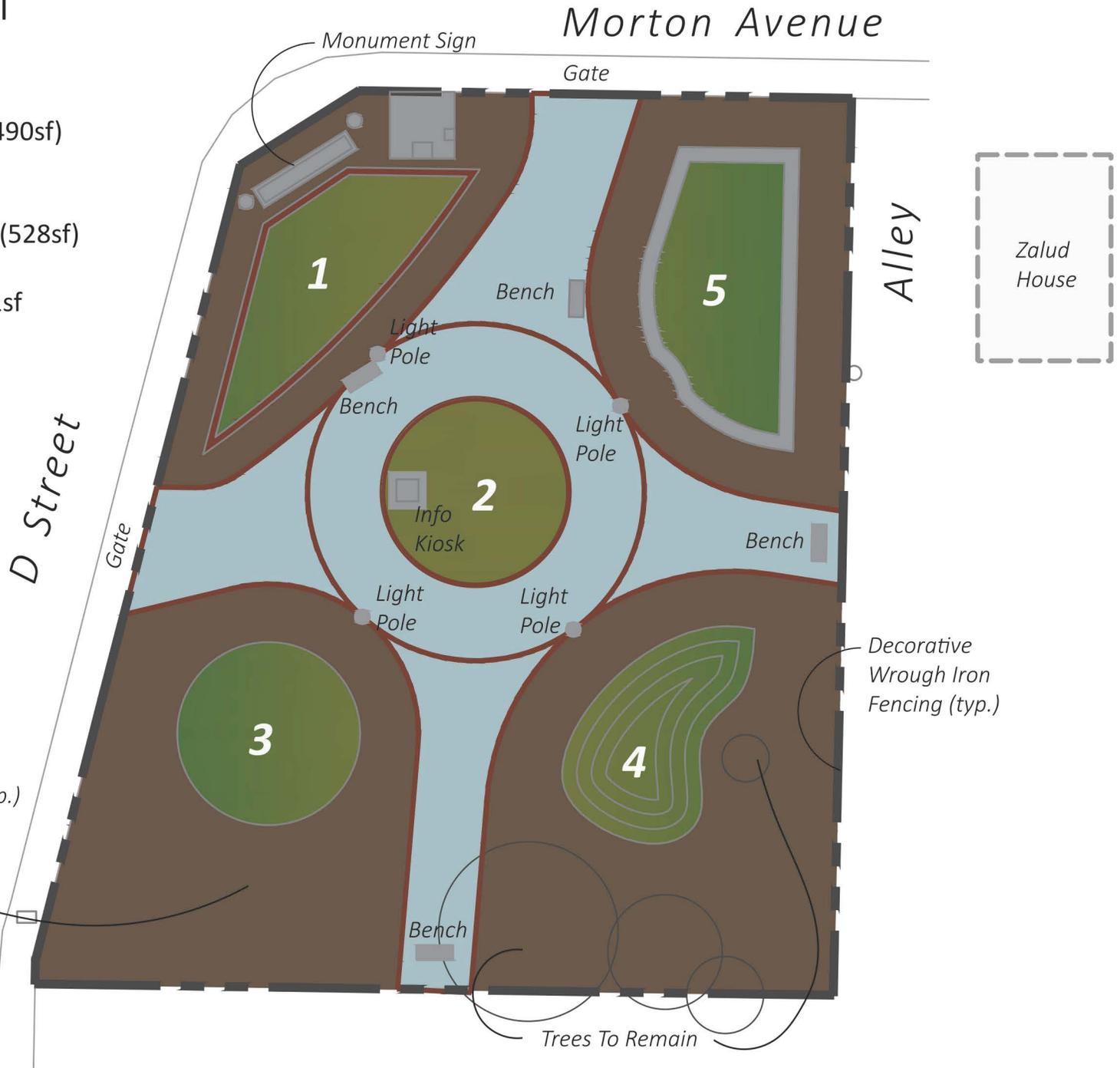
Final Approver: Patrice Hildreth, Administrative Services Dir

Leadership Porterville
 Drought Tolerant Garden
 Design #1 by the Environmental Science Academy
 of Monache High School

- 1. LP "Front Yard" (491sf)
- 2. Pioneer Themed Garden (490sf)
- 3. Polinator Garden (490sf)
- 4. Bermed Garden (482sf)
- 5. Raised Xeriscaped Garden (528sf)

Total Landscaped Area: 2,481sf

Non-Landscaped Area (typ.)
 Mulch, Recycled Tires,
 Pistachio Hulls, D.G. are
 possible fillers

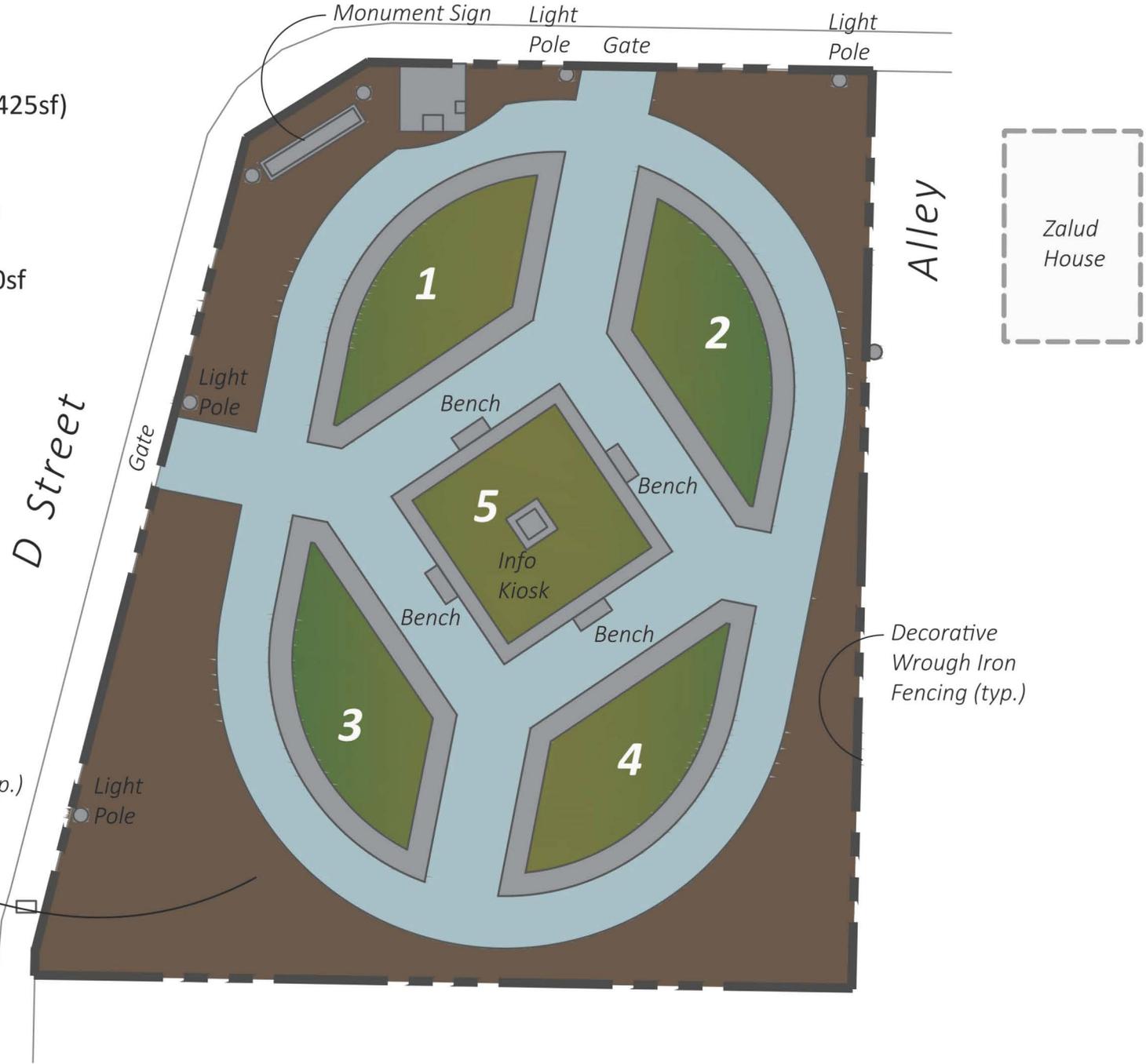


Leadership Porterville
 Drought Tolerant Garden
 Design #2 by the Environmental Science Academy
 of Monache High School

Morton Avenue

- 1. LP "Front Yard" (425sf)
- 2. Pioneer Themed Garden (425sf)
- 3. Polinator Garden (425sf)
- 4. Bermed Garden (425sf)
- 5. Xeriscaped Garden (500sf)

Total Landscaped Area: 2,200sf



Non-Landscaped Area (typ.)
 Mulch, Recycled Tires,
 Pistachio Hulls, D.G. are
 possible fillers

Decorative
 Wrought Iron
 Fencing (typ.)



Leadership Porterville
 Drought Tolerant Garden
 Design #3 by the Environmental Science Academy
 of Monache High School

Morton Avenue

1. LP "Front Yard" (500sf)
2. Pioneer Themed Garden (500sf)
3. Polinator Garden (500sf)
4. Bermed Garden (500sf)
5. Raised Xeriscaped Garden (500sf)

Total Landscaped Area: 2,500sf



Non-Landscaped Area (typ.)
 Mulch, Recycled Tires,
 Pistachio Hulls, D.G. are
 possible fillers

All Garden Plots
 Are "Raised" in
 This Scheme

Decorative
 Wrought Iron
 Fencing (typ.)

Trees To Remain



CITY COUNCIL AGENDA – APRIL 3, 2018

SUBJECT: Status and Review of Declaration of Local Emergency

SOURCE: City Manager's Office

COMMENT: Governor Brown issued Executive Order B-29-15 on Wednesday, April 1, 2015, which established drought-related mandates and restrictions in addition to those already stipulated in previous Executive Orders B-26-14 and B-28-14. Of significance, the Governor directed the State Water Resources Control Board to impose restrictions to achieve a statewide 25% reduction in potable urban water usage through February 28, 2016, in comparison to the amount used in 2013, and with consideration given to per capita usage as a basis. The Governor further directed the Board to impose additional restrictions on commercial, industrial, and institutional properties with significant landscaping (cemeteries, golf courses, parks, schools, etc.), to also achieve a 25% reduction in potable water usage. Also of significance, the Board was directed to prohibit irrigation with potable water outside of newly constructed homes and buildings that is not delivered by drip or micro-spray systems.

On November 13, 2015, Governor Brown issued Executive Order B-36-15, which extends emergency conservation regulations through October 2016, if drought conditions persist through January 2016. On February 2, 2016, the State Water Resources Control Board adopted extended emergency water conservation regulations, to be in effect March 1 through October 31, 2016. The City of Porterville benefited somewhat from the extended regulations as the City's water conservation rate has been reduced from 32% to 26%, due to new water connections that have been made and population served (4%), as well as a new climate adjustment factor that was considered (2%).

On May 9, 2016, Governor Brown issued Executive Order B-37-16 ("Making Water Conservation a California Way of Life"), which directs the State Water Resources Control Board to establish new regulations making permanent the emergency conservation regulations. On May 18, 2016, the State Water Resources Control Board adopted a statewide water conservation approach that replaces the percentage reduction-based water conservation standard with a localized "stress test" approach that mandates urban water suppliers act immediately to ensure at least a three-year supply of water to their customers under continued drought conditions.

On April 7, 2017, Governor Brown issued Executive Order B-40-17, which ended the drought state of emergency in most of California, with the exception of Fresno, Kings, Tulare and Tuolumne counties where emergency water supply

and reliability projects are continuing toward addressing diminishing groundwater supplies. The Order maintains monthly reporting requirements and prohibitions on wasteful practices. It is anticipated that the Governor will end the drought state of emergency in the four remaining counties in the near future.

At its last meeting on March 20, 2018, the City Council took action in the continued affirmation of the adoption of a Resolution of Declaration of Local Emergency due to local residences within the city having been identified as having wells that are now dry as a result of the drought. Twenty (20) residences within the city have been determined to have dry wells, for which City staff submitted a Mutual Aid Request to Tulare County OES to initiate the household tank program for identified properties within the city where wells are dry and challenged for permanent connection. City, County, State and non-profit partner representatives have continued to discuss solutions toward addressing these challenged residences given the State is expected to end its drought emergency funding. The State has committed funding through June 30, 2018 for non-profit agencies to continue drought-related activities, which Self-Help Enterprises has committed to continue the household tank program locally.

Representatives for the City, County, State (CalOES, DDW, DWR, and SWB) and non-profit partners have continued to meet in support of the long-term permanent water connection project for the entire East Porterville area and the estimated 1,800 expected future connections. DWR identified 423 residential units in the East Porterville area (381 of which are in the City's Urban Development Boundary), that were served by the County's Household Tank Program and desired by the State to be connected to the City's water distribution system as soon as possible. DWR has completed a significant City waterline extension project to permanently connect those 423 residential units to the City's water system (considered Phase I of the project). To provide source water for the DWR extension project, CalOES desired to expeditiously connect the new well on Olive Avenue to the City's water system instead of being first equipped as a filling station. Given the new well has an estimated water production value of 800 gallons per minute, as well as a SWB assumed 1.5 gallons per minute per residence, the new well could effectively serve up to 500 single-family residential units. The City indicated its significant interest that the E. Vandalia Avenue area and its 80 residential units be included in the water connection project, to which the State was agreeable.

Given CalOES has paid for the development of the new well, and its connection to the City's water system, the City will be required under "Drought Redundancy and Resiliency Provisions" to make available to the State up to three million gallons of water per month without charge for emergency purposes.

To proceed with the connection of the new well to the City's water system and the 500 East Porterville and E. Vandalia Avenue residential units, the City Council approved modifications to the Draft Agreement between the City and County at its meeting on April 5, 2016, which the County Board of Supervisors subsequently approved at their meeting on May 10, 2016.

A Memorandum of Understanding between the State, County, and City on the East Porterville permanent water connection project was approved by the Council during a Special Meeting on Tuesday, June 21, 2016, and approved by the Board of Supervisors on Tuesday, June 28, 2016. With the approval of the MOU, the State began the permanent connection of approximately 40 homes that are located along existing City water mains. Subsequently, the State officially requested that the City approve the connection of an additional 30 residences as part of the first immediate connections, for up to a total of 70, which the Council approved at its meeting on August 2, 2016.

In regards to the new well's development and connection to the City's water distribution system, the Board of Supervisors awarded the contract for equipping and connecting the new well at their meeting of Tuesday, August 16, 2016, and construction activities commenced the week of October 10, 2016. County staff had previously indicated that the well would be in service and connected to the City's system no later than December 2016, however, the well was operational and connected to the City's water distribution as of Friday, February 17, 2017. Given the delay in the well's completion and connection, DWR requested that the City Council consider allowing the connection of residences as they become prepared for connection, to which the Council was receptive, and a Draft MOU Amendment was approved by the Council at its meeting on December 6, 2016, and subsequently approved by the Board of Supervisors at its meeting on December 20, 2016. City staff is currently working with County staff toward the transfer of the well's ownership from the County to the City.

As of Friday, March 31, 2017, the date the State established as the final day for property owners to complete the registration process to participate in the State-funded connection program opportunity, of the 1,017 eligible developed residential properties identified by the State for connection, 722 completed the required Extra-Territorial Services Agreement, leaving 295 developed residential properties non-responsive to this unique connection program, 23 of which were reported as having either dry or diminishing capacity wells. On February 6, 2018, the final residential connection was made of the approximate eligible 800 residences in East Porterville to the City's water system.

County OES and the State Division of Drinking Water (DDW) have reported to the City that the Central Mutual Water Company, located south of the city and south of Gibbons Avenue, has had its well run dry and desires an immediate emergency connection to the City's water system to serve the 41 connections currently without water. DDW is wishing to support a financial application to upgrade the small water system to City standards (new water lines, meters, etc.), and to sponsor an Urban Development Boundary (UDB) Amendment application to Tulare County Local Agency Formation Commission (LAFCO), given this area is currently outside the City's UDB but within the City's Urban Area Boundary (UAB). Given several private wells have run dry in this area, DDW is also attempting to sponsor their connection to the City's water system. For source water capacity for the connections, DWR will include these new

connections within the East Porterville water connection capacity development projects. At its Special meeting on August 30th, the City Council directed staff to proceed with the immediate emergency connection of the Central water system, with the permanent connection of the system contingent upon an Agreement with DDW to the sponsorship conditions they have offered.

State Division of Drinking Water (DDW) has also reported to the City that the Del Oro East Plano water system, located on Paul Street (southeast of the intersection of Plano Street and Worth Avenue), is experiencing problems with its existing well and have implemented severe water restrictions. The East Plano water system serves 14 residences and approximately 45 people. DDW is wishing to provide financial support to upgrade the small water system to City standards (new water lines, meters ,etc.), and for source water capacity for the connections, DDW would need to either pay appropriate fees and/or develop a capacity development project. The Council is aware that the Del Oro Grandview Gardens water system (north of W. North Grand Avenue) is also experiencing significant issues, and DDW may seek their future consolidation with the City's water system as well.

City staff continues to coordinate with Self-Help Enterprises and State representatives toward the extension of water mains to serve all residential properties within City limits and the city's periphery that are currently participating in the County's Household Tank Program. The two main areas of focus are N. Cobb Street (northwest of State Route 65 and Pioneer Avenue), and S. Cloverleaf Street (southeast of State Route 65 and Olive Avenue). The State has maintained its commitment to grant-fund the necessary infrastructure and connection fees, providing an official funding letter to the City on January 18, 2018, which commits up to \$2.81 million in funding until December 31, 2019.

RECOMMENDATION: That the City Council receive the report of status and review of the Declaration of Local Emergency and determine the need exists to continue said Declaration.

ATTACHMENTS:

1. Resolution 49-2015 - Declaration of Local Emergency
2. City-County Well Agreement
3. Memorandum of Understanding
4. Memorandum of Understanding Draft Amendment
5. SWRCB Letter Dated November 29, 2017
6. DWR Letter Dated January 18, 2018
7. Governor Brown Executive Order

Appropriated/Funded:

Review By:

Department Director:

Final Approver: John Lollis, City Manager

RESOLUTION NO. 49-2015

A RESOLUTION OF THE CITY COUNCIL OF
THE CITY OF PORTERVILLE DECLARING A DROUGHT EMERGENCY
WITHIN THE CITY OF PORTERVILLE

WHEREAS: in response to the ongoing severe drought, the State Water Resources Control Board approved an emergency regulation to ensure water agencies, their customers, and state residents increase water conservation in urban settings or face possible fines or other enforcement; and

WHEREAS: as we enter the fourth year of severe drought, long-term forecasts indicate no relief of the current drought conditions, and suggest a warmer-than-average summer, resulting in increased domestic demand for water; and

WHEREAS: public and private potable water supplies continue to be threatened due to decreasing supplies of groundwater caused by the precipitation deficit and an extended state of groundwater overdraft; and

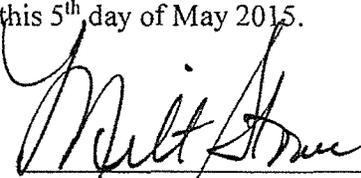
WHEREAS: the long-term ramifications of the current drought will have a significant impact on the city of Porterville and potentially pose a danger to the health and welfare of its residents; and

NOW, THEREFORE, BE IT RESOLVED: that the City Council of the City of Porterville does hereby proclaim that, due to drought conditions, a Local Emergency now exists in the city of Porterville and shall remain in effect for the duration of the emergency; and

BE IT FURTHER RESOLVED: that the City Council of the City of Porterville requests the Governor and California Department of Water Resources make available California Disaster Assistance Act funding for the State of Local Emergency proclaimed on May 5, 2015, and seek all available forms of Federal assistance, to include a Presidential Declaration of Emergency and Individual Assistance and Public Assistance programs as applicable; and

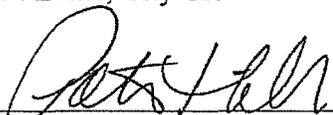
BE IT FURTHER RESOLVED: that a copy of this resolution be forwarded to the State Director of the Office of Emergency Services.

PASSED, APPROVED, AND ADOPTED this 5th day of May 2015.



Milt Stowe, Mayor

ATTEST:
John D. Lollis, City Clerk



By: Patrice Hildreth, Chief Deputy City Clerk

TULARE COUNTY – CITY OF PORTERVILLE WELL AGREEMENT

THIS AGREEMENT is entered into this day of, May 10, 2016, between the COUNTY OF TULARE, referred to as COUNTY, and the CITY OF PORTERVILLE, referred to as CITY, with reference to the following:

- A. WHEREAS, East Porterville/Doyle Colony area properties within the COUNTY's jurisdiction and within the CITY's Urban Development Boundary are experiencing serious water shortages due to the historical drought conditions. Attached hereto as Exhibit 'A' is a map defining the East Porterville/Doyle Colony and Vandalia areas; and
- B. WHEREAS, CITY and COUNTY have been and are collaborating to jointly develop a new municipal water well; and
- C. WHEREAS, COUNTY shall secure complete funding for a new well to be solely owned, operated and maintained by the CITY for the purpose of providing long-term capacity to enable permanent water connections to properties that comply with CITY'S Annexation and Extension of Municipal Services policy, with certain exceptions for specific properties in excess of the maximum lot size. These procedures are defined by two Resolutions, 74-2014 and 19-2016, which are attached hereto as Exhibit 'B'; and
- D. WHEREAS, the COUNTY owns a parcel at the southeast corner of the Tule River and Olive Avenue (APN 240-120-017), represented in Exhibit 'C', and has drilled a municipal supply well, and will equip said well utilizing CITY standards, after which the COUNTY shall convey the land to CITY at a cost of \$1; and
- E. WHEREAS, CITY operates an existing municipal water system, with limited infrastructure already established in the East Porterville/Doyle Colony and Vandalia areas, and has experience and qualifications necessary to provide such services; and
- F. WHEREAS, CITY and COUNTY mutually agree that a regional, collaborative solution to leverage and expand CITY'S municipal water system into the East Porterville/Doyle Colony and Vandalia areas is the most feasible means to address the area's water needs; and
- G. WHEREAS, CITY is willing to enter into this Agreement with COUNTY upon terms and conditions set forth herein; and
- H. WHEREAS, CITY and COUNTY mutually understand that due to the limited resources of the CITY's municipal water system, all future connections must comply with the CITY's Annexation and Extension of Municipal Services policies, with certain exceptions for specific properties in excess of the maximum lot size, attached hereto and made a part thereof as Exhibit 'B'.

ACCORDINGLY, IT IS AGREED:

1. **TERM:** This agreement shall become effective as of the date the agreement is fully executed by both agencies.
2. **SERVICES TO BE PERFORMED & PAYMENT FOR SERVICES – EQUIPPING MUNICIPAL WELL FACILITY:** Refer to attached Exhibit 'D'.

TULARE COUNTY AGREEMENT NO. 27596

3. **SERVICE TO BE PERFORMED IN PERPETUITY:** The services described below shall be performed in perpetuity upon completion of all tasks enumerated in Exhibit 'D' and upon COUNTY securing the funds for equipping the well to CITY standards and requirements:
- A. CITY shall provide to STATE and/or COUNTY, upon STATE and COUNTY's request, a maximum of three million (3,000,000) gallons of water per month upon integration of the well provided under this Agreement, for the purposes of meeting emergency water needs in COUNTY's jurisdiction. CITY shall not charge COUNTY or STATE for said water.
 - B. CITY shall utilize water produced by the well provided under this Agreement as source capacity for new service connections and agreements in East Porterville/Doyle Colony and Vandalia areas. CITY agrees to provide source water for up to four hundred twenty-three (423) new connections in the East Porterville/Doyle Colony area subject to the CITY'S Annexation and Extension of Municipal Services policies, with certain exceptions for specific properties in excess of the maximum lot size, and up to 80 new connections in the Vandalia area. The 423 new connections noted above are inclusive of those properties immediately adjacent to an existing water main, estimated at 40 parcels, which can be connected to the City's water system immediately upon execution of this agreement and the Memorandum(a) of Understanding between CITY, COUNTY, and STATE. Upon connection to CITY services, the listed properties will be exempt from payment of CITY water impact fees, but will be subject to standard fees, such as, but not limited to, water service and meter installation, unless otherwise financed by STATE or other funding sources, and associated monthly fees. This section shall not be construed to limit additional connections beyond the above referenced 503 properties provided for herein, where CITY provides consumption documentation that determines additional source capacity is available as a result of the connection of this well to CITY's system.
 - C. CITY expressly agrees to own, operate, maintain, repair and otherwise care for the well provided under this Agreement, in order to maintain it in proper working order and to the highest standard, for the duration of the well's useful life.
 - D. COUNTY shall grant the parcel on which the well is located to the CITY by Grant Deed at a cost of \$1 upon formal acceptance of the project. A 50-foot control zone around the well site is a requirement of the State Water Resources Control Board, Drinking Water Program, therefore establishing the minimum parcel size to be conveyed to the CITY. Existing COUNTY infrastructure may encroach through or conflict with the subject parcel and if so, ownership, maintenance, repair and replacement of these facilities shall transition to the City's responsibility by separate maintenance agreement upon acceptance of the project.
 - E. CITY shall not be entitled to compensation by COUNTY, or any State or Federal agency providing funding for the activities enumerated in Exhibit 'D', for any ongoing costs related to owning, operating, maintaining, repairing, or replacing this well. CITY and COUNTY expressly agree that CITY's ongoing compensation for such ongoing costs shall be the use of the well for CITY's use within its water system, unrestricted except as noted in "A"

above. No part of this paragraph shall be construed to limit or restrict in any way CITY's ability to seek any grant funding or collect rates and fees from users of CITY's water system.

- F. All recipients of water are subject to CITY water policies, such as, but not limited to, water conservation and watering schedules. Connections made as noted in "B" above may be subject to further water conservation thresholds as required by the STATE.

4. This Agreement represents the entire agreement between CITY and COUNTY as to its subject matter and no prior oral or written understanding shall be of any force or effect. No part of this Agreement may be modified without the written consent of both parties.

5. Except as may be otherwise required by law, any notice to be given shall be written and shall be either personally delivered, sent by facsimile transmission or sent by first class mail, postage prepaid and addressed as follows:

COUNTY: County Administrative Officer/Clerk of the Board
of Supervisors of the County of Tulare
Administrative Building
2800 W. Burrel Avenue
Visalia, CA 93291

(Fax No.: (559) 733-6318 / Phone No. (559) 636-5005)

CITY: City Manager
291 N. Main St.
Porterville, CA 93257

(Fax No.: (559) 715-4013/ Phone No. (559) 782-7466)

Notice delivered personally or sent by facsimile transmission is deemed to be received upon receipt. Notice sent by first class mail shall be deemed received on the fourth day after the date of mailing. Either party may change the above address by giving written notice pursuant to this paragraph.

6. This Agreement reflects the contributions of both parties and accordingly the provisions of Civil Code section 1654 shall not apply to address and interpret any uncertainty.
7. Unless specifically set forth, the parties to this Agreement do not intend to provide any other party with any benefit or enforceable legal or equitable right or remedy.
8. This Agreement shall be interpreted and governed under the laws of the State of California without reference to California conflicts of law principles. This Agreement is entered into and shall be performed in Tulare County, California. CITY waives the removal provisions of California Code of Civil Procedure Section 394.
9. The failure of either party to insist on strict compliance with any provision of this Agreement shall not be considered a waiver of any right to do so, whether for that breach or any subsequent breach. The acceptance by either party or either performance or payment shall not be considered to be a waiver of any preceding breach of the Agreement by the other party.
10. The Recitals and the Exhibits to this Agreement are fully incorporated into and are integral parts of this Agreement.

11. This Agreement is subject to all applicable laws and regulations. If any provision of this Agreement is found by any court of other legal authority, or is agreed by the parties, to be in conflict with any code or regulation governing its subject, the conflicting provision shall be considered null and void. If the effect of nullifying any conflicting provision is such that a material benefit of the Agreement to either party is lost, the Agreement may be terminated at the option of the affected party. In all other cases the remainder of the Agreement shall continue in full force and effect.
12. Each party agrees to execute any additional documents and to perform any further acts which may be reasonably required to affect the purposes of this Agreement.
13. CITY expressly agrees that it will not discriminate in employment or in the provision of services on the basis of any characteristic or condition upon which discrimination is prohibited by state or federal law or regulation.
14. Insurance
15. Permit
16. Dispute Resolution: If a dispute arises out of or relating to this Agreement, or the breach thereof, and if said dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the dispute by non-binding mediation before resorting to litigation or some other dispute resolution procedure, unless the parties mutually agree otherwise. The mediator shall be mutually selected by the parties, but in case of disagreement, the mediator shall be selected by lot from among two nominations provided by each party. All costs and fees required by the mediator shall be split equally by the parties, otherwise each party shall bear its own costs of mediation. If mediation fails to resolve the dispute within 30 days, either party may pursue litigation to resolve the dispute.
17. Indemnification: CITY shall hold harmless, defend and indemnify COUNTY, its agents, officers and employees from and against any liability, claims, actions, costs, damages or losses of any kind, including death or injury to any person and/or damage to property, including COUNTY property, arising from, or in connection with, the performance by CITY or its agents, officers and employees under this Agreement. This indemnification specifically includes any claims that may be made against COUNTY by any taxing authority asserting that an employer-employee relationship exists by reason of this Agreement, and any claims made against COUNTY alleging civil rights violations by CITY under Government Code sections 12920 et seq. (California Fair Employment and Housing Act), and any fines or penalties imposed on COUNTY for CITY's failure to provide form DE-542, when applicable. This indemnification obligation shall continue beyond the term of this Agreement as to any acts or omissions occurring under this Agreement or any extension of this Agreement.

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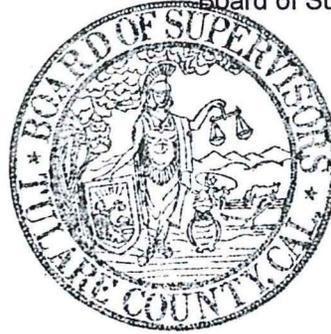
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THE PARTIES, having read and considered the above provisions, indicate their agreement by their authorized signatures below.

COUNTY OF TULARE

BY Mike Ennis
Mike Ennis Chairman,
Board of Supervisors



ATTEST: Michael C. Spata,
County Administrative Officer/Clerk of the Board
of Supervisors of the County of Tulare

By Danisa A. Ybana
Deputy Clerk

Approved as to Form
County Counsel

By M. Ennis for LMT
Deputy 20151902

CITY OF PORTERVILLE

BY Milt Stowe
Milt Stowe, Mayor

ATTEST:
City Clerk of the City of Porterville

BY J. L. Lolis
John Lolis, City Manager

Approved as to Form

BY [Signature]
City Attorney

EXHIBIT 'A'

EXHIBIT 'B'

RESOLUTION NO. 74 -2014

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE DEFINING OBJECTIVES AND POLICIES FOR ANNEXATIONS AND MUNICIPAL SERVICES

WHEREAS: The City of Porterville established a policy concerning annexation and provision of municipal services in 1986, noting that “the City, in order to grow for reasons of economies of scale and quality of services must expand its boundaries within reason, generally encourages the owners of properties contiguous to the city of Porterville to annex to said City of Porterville”; and

WHEREAS: Since 1990, the population of the city of Porterville has increased 53% according to the California Department of Finance, and the land area of the city proper has increased by 38% according to City annexation records; and

WHEREAS: The City of Porterville accepts its responsibility to provide municipal services to those residents, businesses, and other land uses within the limits of the city. The City of Porterville has taken the position that the costs of all physical improvements within the city have been paid by property owners, and other taxes derived in the city, and, therefore, these same people should not be required to bear the expense of additional physical improvements needed to serve newly annexed areas.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Porterville does hereby define the following objectives related to annexations and municipal services:

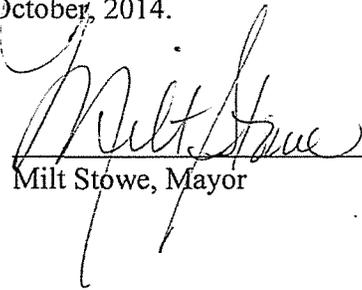
1. To promote orderly development while discouraging urban sprawl, preserving open space and prime agricultural lands, and efficiently extending government services.
2. To honor the City’s fundamental responsibility to provide efficient and sustainable public services to the inhabitants of the city, and where appropriate, to provide those services beyond the limits of the city within the Urban Development Boundary, and only in extreme cases to those properties beyond the Urban Development Boundary within the Urban Area Boundary.
3. To provide for land development and growth in a manner consistent with the General Plan, particularly as it relates to land use and circulation.
4. To consider an application upon its own merits, and identify what benefits would accrue to the City as an agency and service provider, to the residents of the city of Porterville, and to the applicant.
5. To identify the problems involved in any proposal considered for annexation or request for extra-territorial services and resolve them in the manner most beneficial to the properties within the city of Porterville.
6. To develop factual information to permit informed discussion between City representatives and property owners/residents of unincorporated territories.

BE IT FURTHER RESOLVED, that the City Council of the City of Porterville does hereby establish the following policies for consideration of annexations and municipal services:

1. It shall be the policy of the City of Porterville to consider annexation proposals only within the Urban Development Boundary, which is defined as the City of Porterville Annexation Boundary, as adopted by Tulare County Local Area Formation Commission (LAFCo).

2. It shall be the policy of the City of Porterville to consider extra-territorial service requests primarily within the Urban Development Boundary, which is defined as the City of Porterville Annexation Boundary, as adopted by Tulare County LAFCo.
3. It shall be the policy of the City of Porterville, only where necessary in order to respond to an existing or impending threat to public health or safety of affected residents, to consider extra-territorial service requests within the Urban Area Boundary, as adopted by City Council and identified on the City of Porterville Zoning Map.
4. It shall be the policy of the City of Porterville to consider annexation proposals and extra-territorial service requests in a manner consistent with the policies and regulations adopted by the Tulare County LAFCo and the State of California, as applicable.
5. It shall be the policy of the City of Porterville to discourage single-family one (1) lot annexation proposals that may have an adverse fiscal impact on the City of Porterville.
6. It shall be the policy of the City Council that territory shall not be annexed to the city of Porterville, which as a result of such annexation, unincorporated territory is completely surrounded, or substantially surrounded by the city of Porterville.
7. It shall be the policy of the City of Porterville that annexation proposals shall be in conformance with the Cortese-Knox-Hertzberg Act of 2000, as amended.
8. It shall be the policy of the City Council to consider each petition/consent for annexation upon its relationship to what economic benefits will accrue to the City of Porterville, and to the area residents/property owners.
9. It shall be the policy of the City Council that the costs of all physical improvements will be borne by the property owners/resident or developer.
10. It shall be the policy of the City of Porterville to maintain the viability of agricultural productivity; i.e. protecting and conserving as much agricultural land as possible in the area surrounding the Porterville community.
11. It shall be the policy of the City of Porterville that the applicant for annexation present proposals to the Project Review Committee and explain the particulars of the area under consideration for possible annexation, including a plan for services.
12. It shall be the policy of the City of Porterville to consider any requests for annexation or extra-territorial services in a manner consistent with the procedures adopted by resolution of the City Council.

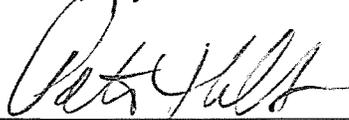
PASSED, APPROVED AND ADOPTED this 21st day of October, 2014.



Milt Stowe, Mayor

ATTEST:

John D. Lollis, City Clerk

By: 

Patrice Hildreth, Chief Deputy City Clerk

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

I, JOHN D. LOLLIS, the duly 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 regular meeting of the Porterville City Council duly called and held on the 21st day of October, 2014.

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

Council:	REYES	WARD	STOWE	HAMILTON	GURROLA
AYES:	X		X	X	X
NOES:		X			
ABSTAIN:					
ABSENT:					

JOHN D. LOLLIS, City Clerk


 By: Luisa M. Zavala, Deputy City Clerk

RESOLUTION 19-2016

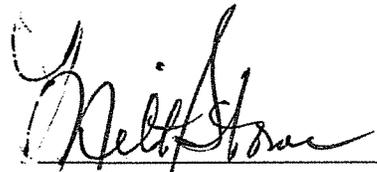
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE
ESTABLISHING PROCEDURES FOR ANNEXATIONS AND EXTENSION OF
MUNICIPAL SERVICES

WHEREAS: On October 21, 2014, the City Council of the City of Porterville adopted two resolutions that defined objectives and policies, and established procedures for annexations and municipal services, respectively; and

WHEREAS: The on-going, severe drought of the past few years has created a situation where hundreds of parcels in the East Porterville area are experiencing dry wells, or wells of substandard water quality. State and regional agencies have come together with the City to identify and develop a long-term solution to this crisis, which will involve a significant infrastructure project to allow extension of municipal water services to the area. Not all parcels within the subject area meet the mandatory findings for extra-territorial service agreements as identified in the City's current procedures.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Porterville does hereby amend existing procedures to submit application for municipal services, and to have said application(s) processed as outlined in Exhibit "A", attached. The exemption identified for the East Porterville Feasibility Study Project Area will apply to the area represented in Exhibit "B".

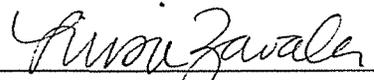
PASSED, APPROVED AND ADOPTED this 19th day of April, 2016.



Milt Stowe, Mayor

ATTEST:

John D. Lollis, City Clerk

BY 

Luisa Zavala, Deputy City Clerk

All properties requesting annexation or extraterritorial services are subject to the procedures established below unless otherwise stated. Compliance with City of Porterville procedures does not guarantee approval by LAFCo of annexations or extra-territorial service agreements. Upon request for an annexation or extraterritorial services request, staff will evaluate whether the applicant's property is within the City's Urban Development Boundary or Urban Area Boundary and explain the process.

ANNEXATION APPLICATION PROCEDURE

1. A complete annexation application packet includes: fees, an Irrevocable Agreement to Annex, information as needed to define a deed restriction specific to land use and zoning, Application for Annexation, and other materials as required with those applications respectively.
2. On receipt of an application as outlined above, all materials will be considered by the Project Review Committee, who will coordinate in a pre-consultation process with LAFCO staff and the County Public Works Department for review and recommendation.
3. During review by the Project Review Committee of the necessary application and data, staff will prepare a report and findings on all aspects of the proposed action(s).
4. An environmental document will be prepared pursuant to the California Environmental Quality Act (CEQA), reviewing the potential environmental effect of the proposed activities. The Zoning Administrator will make an initial determination of the level of environmental review required.
5. After proper noticing, a public hearing will be held for the City Council to hear comments related to the project at a regularly scheduled meeting. The Council will authorize staff to initiate the application with LAFCo. Documents will be filed in accordance with the Cortese-Knox-Hertzberg Act of 2000, as amended, and submitted to the Local Agency Formation Commission for its review, recommendation and action.
6. On consummation by the City Council, the City Clerk shall submit the necessary materials to the State Board of Equalization with the appropriate acreage fees, which are paid by the Applicant.
7. In the event the annexation fails, either by dissenting votes of the City Council or at hearing at LAFCo, the City Council may approve an extraterritorial service agreement within the Urban Development Boundary, subject to conditions identified in the deed restriction.

ANNEXATION EXEMPTION PROCEDURE

Where a certain property meets all of the following criteria, they may proceed with an Extraterritorial Service Agreement for water or storm-water drainage without first attempting annexation, subject to the conditions of Extraterritorial Service Agreements as defined below.

1. Previously developed single family residences on parcels 24,999 square feet or smaller, OR a school developed by a State funded school district.
2. The parcel requesting services must be immediately adjacent to a municipal main providing the requested service, or the property owner shall provide for the extension of the main line to City standards at their expense.

EXTRATERRITORIAL SERVICES APPLICATION PROCEDURE

Extraterritorial Service connections may be made subject to the following conditions. Note specific parameters and the required findings for connections in the Urban Development Boundary and the Urban Area Boundary.

1. Application: A complete extraterritorial services application packet includes: fees, an Irrevocable Agreement to Annex, information as needed to define a deed restriction specific to land use and zoning, and other materials as required with those applications respectively.
2. General Plan Consistency:
 - a. Proposed Uses and Improvements: Service connections are to be withheld from proposed uses and improvements that would not be consistent with the adopted Land Use Element of the Porterville Area General Plan and the City of Porterville General Plan.
 - b. Existing Uses and Improvements: Service connections to existing uses and improvements which are not consistent with the adopted Land Use Element of the Porterville Area General Plan and the City of Porterville General Plan shall be considered at the discretion of the City Council, and may be subject to other restrictions.
3. Agreements and covenants:
 - a. A deed restriction specific to land use and zoning must be approved by the property owner and the City Council, and recorded with the County of Tulare upon the property, at the applicant's cost.
 - b. An irrevocable agreement to annex must be signed by the property owner and recorded with the County of Tulare upon the property, at the applicant's cost.
4. Time limitations: The City Manager or his designee, or the City Council may condition the approval of applications for service connections by establishing a time frame within which connections must be made to avoid re-application.
5. Improvement Plans: Applications for service connections, which necessitate the extension of one or more municipal facilities to property in order to make such connections, shall be conditioned by the City Manager or his designee, or the City Council to require that Construction Drawings of the intended public improvements be submitted to the City Engineer for plan check and approval. Costs incurred for the preparation of improvement plans, and certain off-site construction and/or installation costs related to extending facilities, shall be the responsibility of the applicant.
6. Fees: Prior to the issuance of a Connection Permit, payment must be made to the City of Porterville of all fees pertinent to the respective service connection, or connections, approved by the City Manager or his designee, or the City Council.

Within the Urban Development Boundary:

For connection of water or storm-water facilities, the requesting party must fully fund the extension of infrastructure if it does not already exist in order to connect. The City of Porterville Wastewater Facility is a regional facility and as such, an extraterritorial service request cannot be denied; however, the requesting party must fund a fair share of the extension of infrastructure if it does not already exist in order to connect. Contract services for police, fire, or building inspection services shall be approved by resolution of the City Council.

For connection of water or storm-water facilities, the following findings must be made in order for the Council approve an extraterritorial service connection:

- That the subject property is a previously developed single family residence on a parcel 24,999 square feet or smaller, OR a school developed by a State funded school district.
- That failure to connect to municipal services would result in a threat to public health or safety of affected residents.
- That connection of the subject property would not result in a negative impact to the City of Porterville water and/or storm-water system.
- That the subject property is not within an island as defined by Tulare LAFCo.
- That an attempt to annex the subject site is not realistic given current city limit boundaries. Specifically, the parcel is too far removed from the city limit, and/or the number and valuation of adjacent parcels would result in a failed annexation effort.

Within the Urban Area Boundary:

For connection of water or storm-water facilities, the requesting party must fully fund the extension of infrastructure if it does not already exist in order to connect. The City of Porterville Wastewater Facility is a regional facility and as such, an extraterritorial service request cannot be denied; however, the requesting party must fund a fair share of the extension of infrastructure if it does not already exist in order to connect. Contract services for police, fire, or building inspection services shall be approved by resolution of the City Council.

For connection of water or storm-water facilities, the following findings must be made in order for the Council approve an extraterritorial service connection:

- That the subject property is a previously developed single family residence on a parcel 24,999 square feet or smaller, OR a school developed by a State funded school district.
- That failure to connect to municipal services would result in a threat to public health or safety of affected residents.
- That connection of the subject property would not result in a negative impact to the City of Porterville water and/or storm-water system.

EXEMPTIONS AND EXCEPTIONS

1. PVPUD: Connections to Porterville Regional Sewage Treatment Facilities serving uses and improvements to property within the boundaries and jurisdiction of the Porter Vista Public Utility District (PVPUD) are exempted from application to the City of Porterville. Interested parties should contact the PVPUD for information on connection requirements and fees pertaining

to sewer services. This exemption does not apply to requests for connection to Municipal Water and/or Master Storm Drain Facilities.

2. **PRIOR APPROVALS:** Porterville City Council approval of requests for connection to Regional Sewage Treatment, Municipal Water and/or Master Storm Drain Facilities as authorized prior to the adoption and effective date of the respective policies set forth herein shall remain valid and in force according to the terms and conditions initially specified at the time of approval, and re-application will not be required.

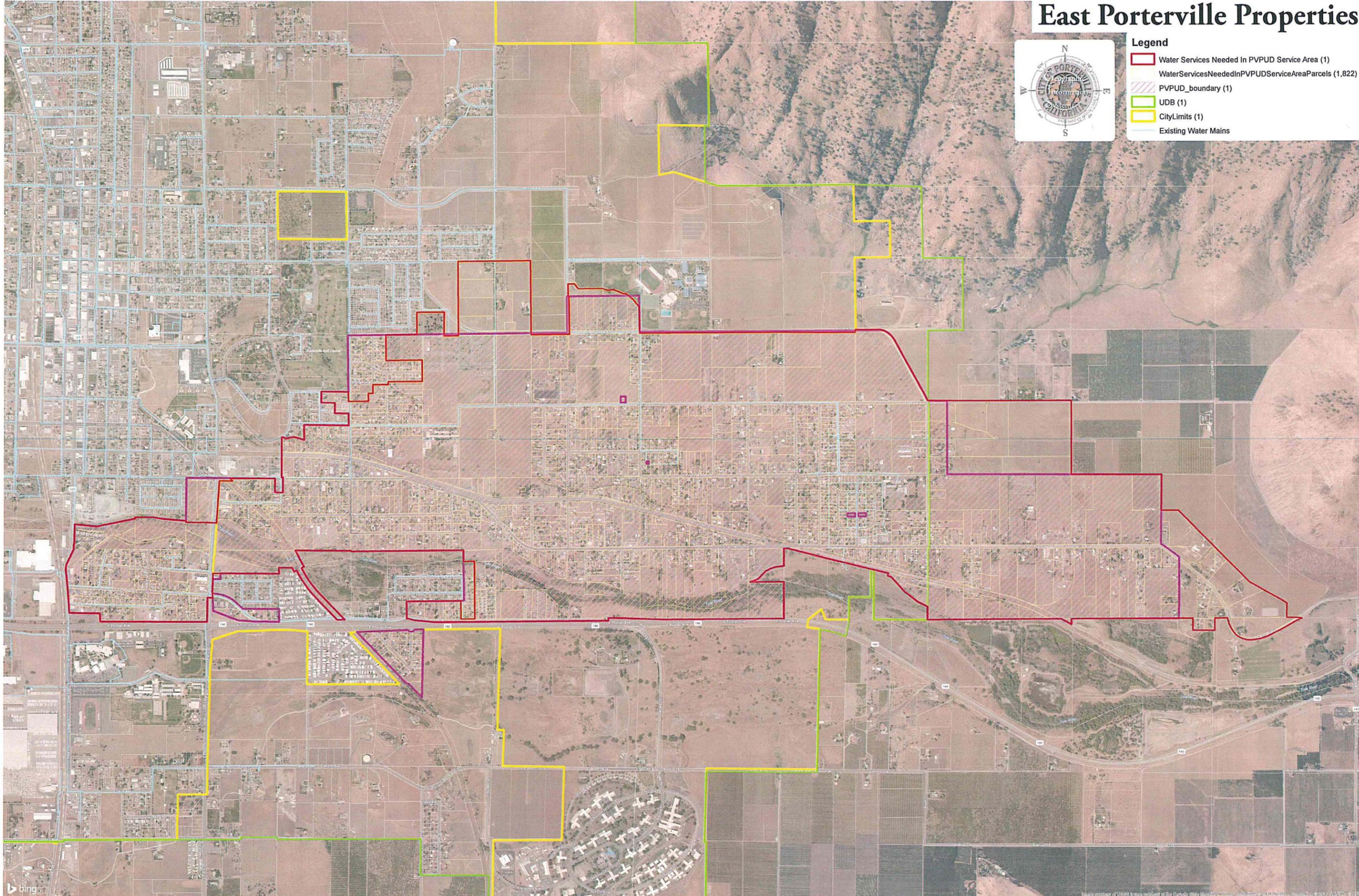
3. **PROPERTIES WITHIN THE EAST PORTERVILLE FEASIBILITY STUDY PROJECT AREA:** The California State Water Resources Control Board, in coordination with the Department of Water Resources Drought Task Force, is charged with preparing a feasibility study to define a long-term solution to the water related issues in East Porterville. Properties within that boundary would be permitted to apply for connection, whether in association with DWR, SWRCB, or at a later date, on their own. Such connections would be subject to the mandatory findings as outlined in this procedure, with the following exceptions:

- Rather than require that the subject property be a developed single-family residence on a parcel 24,999 square feet or smaller, neither the land use nor the parcel size would be restricted neither the land use nor the parcel size would be restricted for legal and legal non-conforming structures and land uses existing as of April 29, 2016.
- Further, properties within certain islands in the EPFS Project Area would not be required to annex prior to connection. This exception does not limit the City of Porterville's authority to pursue annexation in the future, but rather waives the requirement that annexation must be approved prior to connection.

East Porterville Properties



- Legend**
- Water Services Needed In PVPUD Service Area (1)
 - WaterServicesNeededInPVPUDServiceAreaParcels (1,822)
 - PVPUD_boundary (1)
 - UDB (1)
 - CityLimits (1)
 - Existing Water Mains



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

I, JOHN D. LOLLIS, the duly appointed City Clerk of the City of Porterville do hereby certify and declare that the foregoing is a full, true and correct copy of the resolution passed and adopted by the Council of the City of Porterville at regular meeting of the Porterville City Council duly called and held on the 19th day of April, 2016.

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

Council:	REYES	WARD	STOWE	HAMILTON	GURROLA
AYES:	X	X	X	X	
NOES:					
ABSTAIN:					
ABSENT:					X

JOHN D. LOLLIS, City Clerk

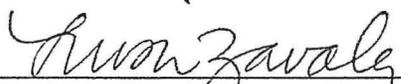

 By: Luisa Zavala, Deputy City Clerk

EXHIBIT 'C'



OLIVE AVENUE

176±

302±

245±

TULE RIVER



SCALE: 1" = 50'

EXHIBIT 'D'

Scope of Work

Task	Description	Cost
1.2	Prepare Well Drilling Plans, Specifications, and Estimates	\$468.00
3.2	Prepare Well Equipping Plans, Specifications, and Estimates	\$1,526.00
5	Ph. 1 Preconstruction Meeting	\$1,357.43
Total:		\$3,351.43

Consulting Engineering work will be reimbursed directly to Dee Jaspar & Associates under Tulare County Agreement No. 1276, including the following Tasks:

Task 4.1	Project Evaluations and Field Surveying	\$58,326.00
Task 4.2	Prepare Well Equipping Plans, Specifications, and Estimates	\$30,000.00
Task 4.3	Prepare and Assist with SCE Application & Telephone Service	\$5,000.00
Task 4.4	SCE Costs	\$15,000.00
Total:		\$108,326.00

Discussion Draft

Subject to Additional Review and Modification by the Parties

Porterville MOU
Draft 2
June 15, 2016
PortervilleEmergencyMOU061516



Memorandum of Understanding (MOU)

Regarding the Provisions of Emergency Water Supplies to East Porterville

by the California Department of Water Resources (DWR), California Office of Emergency

Service (OES), the State Water Resources Control Board (SWRCB),

the County of Tulare (County), and City of Porterville (Porterville),

which are collectively known as the “Parties”

Recitals

Whereas, some residents living in an unincorporated area of Tulare County, commonly known as “East Porterville,” have experienced loss of adequate water supply to their homes and properties as a result of severe drought conditions, which has caused significant hardship for the residents;

Whereas, Governor Edmund G. Brown Junior has directed all State agencies to assist these residents who are in need of water supplies with emergency and long-term assistance;

Whereas, Governor Edmund G. Brown Junior signed Assembly Bill 685 in 2012, adding Water Code section 106.3, which recognizes that every human being has the right to safe, clean, affordable, and accessible water adequate for human consumption, cooking, and sanitary purposes, and which requires all relevant state agencies to consider this right when revising, adopting, or establishing pertinent policies, regulations, and grant criteria;

Whereas, the Parties have provided emergency water supplies to some residents of East Porterville that are without an adequate household water supply;

Whereas, the Parties to this MOU seek an emergency and long-term solution to the lack of adequate household water supply by developing and providing continuous water supplies to these residents;

Whereas, East Porterville is located east and adjacent to Porterville, which has an existing municipal water system that serves residents within the incorporated area of Porterville;

Whereas, some of the residents of East Porterville without an adequate household water supply could be connected to Porterville's municipal water system provided certain arrangements and projects are carried out by the Parties;

Whereas, Vandalia is a neighborhood located within Porterville, and some Vandalia residents lack adequate household water supply and these households could be connected to Porterville's municipal water system;

Whereas, the Parties have met and have discussed alternative plans and projects that would provide an emergency water supply from Porterville to some residents of East Porterville and Vandalia in an expeditious manner;

Whereas, to advance these projects, DWR has provided funding, as reflected in the agreement between DWR and Tulare attached as Exhibit 1, for a municipal well designated as "Well C1" located in Tulare County that ultimately could be used to supply water to these residents of East Porterville;

Whereas, the SWRCB has also provided funding for Well C1, as reflected in the agreement between the SWRCB and the County attached as Exhibit 2;

Whereas, the County and Porterville intend to execute an agreement, a draft of which is attached as Exhibit 3, that will connect Well C1 to Porterville's municipal water system and that will provide for an adequate household water supply for some residents of East Porterville; and

Whereas, the Parties have reached an understanding on how best to implement the project alternative that will provide an adequate household water supply to some residents of East Porterville and Vandalia, and alleviate the hardships in an expeditious, cost-effective manner.

Understanding

A. Description of Emergency Project and Long-Term Plan

1. The purpose of this MOU is to set forth in writing the intentions of the Parties of how best to move forward with plans to complete an emergency water supply project (Project) to some residents in the East Porterville and Vandalia areas, which are represented in Exhibit 4. (Map showing East Porterville and Porterville). The goal of the Project is to provide an adequate household water supply to some of the residents and properties in these areas that do not have one presently, and to end the need of the Parties to provide temporary water supplies to those residents through tanks and bottles.

2. The Parties intend to develop the Project in two phases. Phase 1 will make municipal water connections to the properties in East Porterville that have dry wells and are adjacent to Porterville's existing municipal water distribution system. It is estimated that this phase will serve 40 properties with dry wells that are currently receiving temporary household water supplies.
3. The Parties intend that Phase 2 of the Project will provide municipal water supply to approximately 500 properties in East Porterville and in Vandalia that have dry wells or otherwise lack an adequate source of water and have not been connected by Phase 1. In order to complete Phase 2, the residents of these properties will likewise need to connect to Porterville's municipal water system.
4. As soon as possible, Porterville and DWR will undertake Phase 1 of the Project and connect the properties in East Porterville that are adjacent to Porterville's existing municipal water distribution system. These connections will be accomplished as described in Water Installation Diagram attached as Exhibit 5 and based on the cost estimate, which is attached as Exhibit 6. In order to make these connections, a property owner desiring to receive public water supply will need to execute the Extraterritorial Service Agreement, a sample of which is attached as Exhibit 7, and the SWRCB's Water Connection Agreement, a sample of which is attached as Exhibit 8. Necessary signatures and agreements with property owners will be sought through SWRCB's outreach carried out with the assistance of all Parties to this MOU.
5. The Parties intend that Well C1 will be used to provide the emergency water supply in Phase 2 to about 500 properties without adequate household water supplies. The Parties presently understand that there are about 423 properties in East Porterville and approximately 80 properties in Vandalia where connections may be needed to provide emergency water supplies.
6. The Parties have created a Technical Workgroup consisting of engineers and planners, which work cooperatively on the technical issues described in this MOU. Based on recommendations of the Technical Workgroup, the Parties intend to provide the emergency water supply contemplated by this MOU.
7. The Parties intend to develop a Long-Term Water System Plan (Long-Term Plan) for the East Porterville area, which will serve other residents in the area besides those served by the Project. The Parties intend that the Project will be designed consistent with the Long-Term Plan to ensure that all water facilities constructed as part of the Project will be incorporated into the facilities ultimately developed through the Long-Term Plan. The first work product produced by the Technical Workgroup will be a Feasibility Study for the Long-Term Plan. The outline of the Feasibility Study is attached as Exhibit 9.
8. The Parties intend to use best efforts to complete both phases of the Project by December 31, 2016. The completion date of the Long-Term Plan is dependent on the completion of the Feasibility Study carried out by Technical Workgroup and on Porterville and/or the County applying for and securing sufficient funding from the SWRCB or from other sources. The Parties desire to complete the Long-Term Plan as expeditiously as possible.

B. Project Contributions of the Parties

9. Working in cooperation with the other Parties and the Technical Workgroup, DWR will prepare all environmental compliance for the Project, and design and construct the Project, both Phases 1 and 2. DWR will provide funding for Phases 1 and 2 of the Project through Emergency Drought Funding. DWR intends to serve as California Environmental Quality Act (CEQA) lead agency for the Long-Term Plan and will prepare any necessary CEQA documentation and any other necessary environmental review documents, unless the Feasibility Study recommends another lead agency.

10. SWRCB will provide the community outreach to assist in obtaining necessary property owner acceptance before proceeding with Project. SWRCB will also work with Porterville and/or County to secure funding of the Long-Term Plan. SWRCB will provide certain reviews and approvals for the permitting of the Project and the Long-Term Plan.

11. OES will coordinate all of the State's efforts under the Governor's Drought Task Force in the Project area and will be provided at no cost by Porterville up to 3,000,000 gallons of emergency water per month as needed as a result of this MOU and the agreement that Porterville and the County are in the process of considering for execution, a draft of which is attached as Exhibit 3, with regard to the Well C1.

12. Porterville will provide the needed water service to the residents of East Porterville without an adequate household water supply after they are connected to Porterville's municipal water system as described in the Project. The water service will be accomplished per the Extraterritorial Service Agreement, which requires that property owners served pay the monthly water bill. DWR is funding the residents' connection to the Project, and as a result, some of the normal connection fees will be waived provided that connection is made during Phase 1 or Phase 2. Porterville will install the water meters for each connection, which will be paid for by DWR.

13. The County intends to execute an agreement with Porterville that is consistent with this MOU and Exhibit 3, which will allow Well C1 to serve as a water supply for the Project. The County will inspect the work of the Project and the property connections at no cost to the residents.

14. The Parties to the MOU will cause the removal of all temporary water tanks from the properties upon completion of the Project and the appurtenances necessary for the receipt of municipal water service. The work for removing the water tanks will be carried out by the County under an agreement between the County and OES.

C. General Provisions

15. The Parties intend to use their best efforts to carry out this MOU. This MOU is not a binding agreement, and is not intended to create contractual rights and remedies among the Parties. However, the Parties have entered into and intend to enter into certain binding agreements in the future necessary to develop and complete the Project and the Long-Term Plan.

16. This MOU will become effective upon the signature of the all Parties. The MOU will terminate on December 31, 2016, unless extended by all of the Parties in writing.

[Signatures on following page]

This MOU has been executed by:

California Department of Water Resources

State Water Resources Control Board

California Office of Emergency Services

County of Tulare

City of Porterville

List of Exhibits

1. DWR and Tulare County Executed Well C1 Agreement
2. SWRCB and County Executed Well C1 Agreement (Water Board Grant #D-15-11-902)
3. County and Porterville Draft Well Agreement
4. Map of East Porterville
5. Household Water Service Installation Diagram
6. Household Water Service Cost Estimate
7. Sample Extraterritorial Service Agreement
8. Sample SWRCB Water Connection Agreement
9. Draft Emergency Project Feasibility Study



Amendment No. 1

To the East Porterville Water Supply Project

Memorandum of Understanding (MOU)

Regarding the Provisions of Emergency Water Supplies to East Porterville
by the California Department of Water Resources (DWR), California Office of
Emergency Service (OES), the State Water Resources Control Board (SWRCB),
the County of Tulare (County), and City of Porterville (Porterville),
which are collectively known as the "Parties"

This Amendment No.1 to the MOU is made this 7th day of November, 2016. As described below, this Amendment No.1 recognizes the MOU is still in effect, modifies certain sections of this MOU, and adds new sections to the MOU.

Recitals

Whereas, some residents living in an unincorporated area of Tulare County, commonly known as "East Porterville," have experienced loss of adequate water supply to their homes and properties as a result of severe drought conditions, which has caused significant hardship for the residents;

Whereas, Governor Edmund G. Brown Junior has directed all State agencies to assist these residents who are in need of water supplies with emergency and long-term assistance;

Whereas, the Parties to this MOU seek an emergency and long-term solution to the lack of adequate household water supply by developing and providing continuous water supplies to these residents;

Whereas, to advance these projects, DWR and the SWRCB have provided funding, as reflected in Exhibits 1 and 2, for a municipal well designated as "Well C1" located in Tulare County that ultimately could be used to supply water to these residents of East Porterville;

Whereas, the Parties have reached an understanding on how best to implement the project alternative that will provide an adequate household water supply to some residents of East Porterville and Vandalia, and alleviate the hardships in an expeditious, cost-effective manner:

Whereas, the purpose of this amendment is to clarify some sections of the MOU and to add several new sections.

NOW THEREFORE, IT IS MUTUALLY AGREED that the following changes are hereby made to the MOU:

1. Section A (2) is amended to read as follows:

The Parties intend to develop the Project in two phases. Phase 1 will make municipal water connections to the properties in East Porterville and Vandalia that have dry wells and/or water tanks. It is estimated that this phase will serve approximately 300 properties.

2. Section A (3) is amended to read as follows:

The Parties intend that Phase 2 of the Project will provide municipal water supply to approximately 800 properties in East Porterville by connecting them to the City of Porterville's water system. The total number of homes eligible for this Project is approximately 1,100.

3. Section A (5) is amended to read as follows:

The Parties intend that Well C1 will be used to provide the initial water supply. The Parties acknowledge the delay in Well C1 completion. To mitigate the effects of this on the residents of East Porterville, the City of Porterville will allow connections of homes as they become prepared for connection. These early connections will be beyond the initial 70 connections (previously 40 connections) agreed to, given the availability of capacity during the winter months. However, these additional connections to the City's water system will cease on March 1, 2017, if Well C1's connection to the City's water system is not completed by then.

4. Sections A (7) b-f shall be added and made part of this MOU:

7 (a). The Parties intend to develop a Long-Term Water System Plan (Long-Term Plan) for the East Porterville area, which will serve other residents in the area besides those served by the Project. The Parties intend that the Project will be designed consistent with the Long-Term Plan to ensure that all water facilities constructed as part of the Project will be incorporated into the facilities ultimately developed through the Long-Term Plan. The first work product produced by the Technical Workgroup will be a Feasibility Study for the Long-Term Plan. The outline of the Feasibility Study is attached as Exhibit 9.

(b). The East Porterville Water Supply Project Hydraulic Analysis Report ("Hydraulic Analysis Report," which is attached as Exhibit 10) determined that the water supply capacity required to serve all eligible residents of East Porterville is 1,435 gallons per minute (gpm). This capacity shall be based on the sustainable yield of the wells which is defined as 75 percent of the initial design capacity. Since Well C1 has a sustainable yield of 600 gpm, the Parties agree that the State will fund the construction and equipping of additional wells to provide the 835 gpm shortfall.

(c). Based on the Hydraulic Analysis, a 700,000 gallon water storage tank is required to serve the residents of East Porterville. However, based on Porterville's master plan recommendations, a 1.2 million-gallon storage tank is required for the City's buildout. The Parties therefore intend to construct a 1.2 million-gallon storage tank with cost sharing between the State and the City. The State will fund the cost of a 700,000 gallon tank required for the Project and the City of Porterville will fund the cost of the additional 500,000 gallons of storage required for the City's future use as contained in its master plan. The cost-sharing shall be proportional to the tank capacity being funded.

(d). The Parties intend to upgrade the existing Henderson-Plano Booster Pump Station and the Granite Hills Intertie which would facilitate water supply to the East Pressure Zone which serves East Porterville. The State will fund the construction of one booster pump rated at 2,100

gpm along with a variable frequency drive and the Granite Hills Intertie. The City will fund the replacement of its two existing pumps along with associated variable frequency drives as part of Phase 2 of the Project. These two pumps are more than 30-years old and their replacement will enable the City's water system to operate more efficiently and in a cost-saving manner.

(e). The Parties further agree that a booster pump station of capacity 1,670 gpm is required to convey water from the West Pressure Zone, where the new wells will be located, to the Central Pressure Zone for onward conveyance to East Porterville. The State will fund the construction of this booster pump station.

(f). Given that Well C1 has an estimated sustainable yield of 600 gpm, as well as a unit demand of 0.833 gpm per home connection based on the Hydraulic Analysis , Well C1 could effectively serve up to 720 households . The Parties agree that home connections for Phase 2 of the Project can begin as soon as Well C1 is connected to the City's water system, and the Henderson-Plano Booster Pump Station upgrade and the Granite Hills Intertie are completed. These home connections shall cease when the capacity of Well C1 is exceeded. Thereafter, additional home connections will be made after the construction of additional wells or if City staff determines that the water system can support additional home connections.

5. Section (C) 16 is amended to read as follows:

16. This MOU will become effective upon the signature of the all Parties. The MOU will terminate on June 30, 2018, unless extended by all Parties in writing.

6. The list of the Exhibits at the end of MOU is amended to read as follows:

1. DWR and Tulare County Executed Well C1 Agreement
2. SWRCB and County Executed Well C1 Agreement (Water Board Grant #D-15-11-902)
3. County and Porterville Draft Well Agreement
4. Map of East Porterville
5. Household Water Service Installation Diagram
6. Household Water Service Cost Estimate
7. Sample Extraterritorial Service Agreement
8. Sample SWRCB Water Connection Agreement
9. Draft Feasibility Study for the Long-Term Plan
10. East Porterville Water Supply Project Hydraulic Analysis Report

This MOU has been executed by:

California Department of Water Resources

State Water Resources Control Board

California Office of Emergency Services

County of Tulare

City of Porterville



EDMUND G. BROWN JR.
GOVERNOR



MATTHEW RODRIGUEZ
SECRETARY FOR
ENVIRONMENTAL PROTECTION

State Water Resources Control Board

NOV 29 2017

The Honorable Milt Stowe
Mayor of City of Porterville
291 North Main Street
Porterville, CA 93257

RECEIVED
DEC 04
CITY OF PORTERVILLE
CITY MANAGER

Dear Mayor Stowe:

The Department of Water Resources and the State Water Resources Control Board are requesting an increase to the number of household connections from 720 to 800 to the City of Porterville (City) water system, prior to the completion of the East Porterville Emergency Water Supply Project – Phase 2 (Project). The construction of all facilities is estimated to be completed by June 2019.

According to Section A(7)(f) of Amendment No. 1 to the Project's Memorandum of Understanding (MOU), the estimated sustainable yield of Well C1 is 600 gallons per minute (gpm) and therefore will serve up to 720 households. Our current projections show that approximately 800 households will need to be connected by the end of 2017.

Our current plans are to drill two additional wells which would add more than 835 gpm of sustainable yield to the City's water supply, pending land acquisition by the City. Further, our calculations indicate that Well C1 is currently capable of producing 800 gpm in the interim, which can support a total of 960 households in the short term. It is our hope that the City will complete acquisition of the properties needed to drill the two additional wells in a timely manner to ensure that the City's water supply does not become stressed.

We look forward to hearing favorably from you and thank you for your continued support in providing safe drinking water to the residents of East Porterville.

Sincerely,

James Maughan, Assistant Deputy Director
Division of Financial Assistance

cc: See next page

DEPARTMENT OF WATER RESOURCES

SOUTH CENTRAL REGION OFFICE
3374 EAST SHIELDS AVENUE, ROOM 3
FRESNO, CA 93726-6913



January 18, 2018

Mr. Michael K. Reed
Public Works Director
City of Porterville
291 North Main Street
Porterville, California 93257

RECEIVED

JAN 22 2018

City of Porterville
Public Works Dept

Approval of Funding from Local Assistance Funds to the City of Porterville for the County Areas Water Supply Project

Dear Mr. Reed:

Your request for funds to accomplish the city of Porterville's scope of work to connect drought-impacted households in seven Tulare County areas bounded by the city has been approved. The approved funding is not to exceed the amount of \$2,812,946.00. The term of the funding is from January 18, 2018, to December 31, 2019.

The purpose of this funding is for the city of Porterville to effectuate the connection of the drought-impacted homes in seven county areas to the city's water distribution system. The project comprises water main extensions, home connections, and well destructions. These homes have been identified as having private residential wells, and the homeowners have voluntarily elected to join the project. As part of their election to participate in the project, the homeowners have consented to having their groundwater wells destroyed.

A grant agreement is being developed and will be sent to you for approval. You are allowed to start incurring costs from January 18, 2018. No reimbursement will be issued until the contract agreement is executed.

If you have any questions or need additional information regarding the agreement, please contact Steve Doe by email at Steve.Doe@water.ca.gov or by phone at (559) 230-3348.

Sincerely,

A handwritten signature in black ink, appearing to read "Kevin Faulkenberry".

Kevin Faulkenberry, Chief
South Central Region Office

Executive Department

State of California

EXECUTIVE ORDER B-40-17

WHEREAS California has endured a severe multi-year drought that has threatened the water supplies of communities and residents, devastated agricultural production in many areas, and harmed fish, animals and their environmental habitats; and

WHEREAS Californians responded to the drought by conserving water at unprecedented levels, reducing water use in communities by more than 22% between June 2015 and January 2017; and

WHEREAS the State Water Resources Control Board, the Department of Water Resources, the Department of Fish and Wildlife, the Office of Emergency Services, and many other state agencies worked cooperatively to manage and mitigate the effects of the drought on our communities, businesses, and the environment; and

WHEREAS the State provided 66,344,584 gallons of water to fill water tanks for communities suffering through drought-related water shortages, outages, or contamination, and provided emergency assistance to drill wells and connect communities to more robust water systems; and

WHEREAS the State took a number of important actions to preserve and protect fish and wildlife resources, including stream and species population monitoring, fish rescues and relocations, infrastructure improvements at trout and salmon hatcheries, and infrastructure to provide critical habitat for waterfowl and terrestrial animals; and

WHEREAS the State established a Statewide Water Efficiency and Enhancement Program for agricultural operations that provides financial assistance for the implementation of irrigation systems that save water; and

WHEREAS water content in California's mountain snowpack is 164 percent of the season average; and

WHEREAS Lake Oroville, the State Water Project's principal reservoir, is 101 percent of average, Lake Shasta, the federal Central Valley Project's largest reservoir, is at 110 percent of average, and the great majority of California's other major reservoirs are above normal storage levels; and

WHEREAS despite winter precipitation, the effects of the drought persist in areas of the Central Valley, including groundwater depletion and subsidence; and

WHEREAS our changing climate requires California to continue to adopt and adhere to permanent changes to use water more wisely and to prepare for more frequent and persistent periods of limited water supply; and

WHEREAS increasing long-term water conservation among Californians, improving water use efficiency within the State's communities and agricultural production, and strengthening local and regional drought planning are critical to California's resilience to drought and climate change.

NOW, THEREFORE, I, EDMUND G. BROWN JR., Governor of the State of California, in accordance with the authority vested in me by the Constitution and statutes of the State of California, do hereby **TERMINATE THE JANUARY 17, 2014 DROUGHT STATE OF EMERGENCY** for all counties in California except the Counties of Fresno, Kings, Tulare, and Tuolumne.

I FURTHER ORDER THAT:

1. The orders and provisions contained in my April 25, 2014 Emergency Proclamation, as well as Executive Orders B-26-14, B-28-14, B-29-15, and B-36-15 are rescinded.
2. The orders and provisions contained in Executive Order B-37-16, **Making Water Conservation a California Way of Life**, remain in full force and effect except as modified by this Executive Order.
3. As required by the State Emergency Plan and Government Code section 8607(f), the Office of Emergency Services, in coordination with other state agencies, shall produce an after-action report detailing the State's response to the drought and any lessons learned in carrying out that response.

MAINTAINING CONSERVATION AS A WAY OF LIFE

4. The State Water Resources Control Board (Water Board) shall continue development of permanent prohibitions on wasteful water use and requirements for reporting water use by urban water agencies, and to provide a bridge to those permanent requirements, shall maintain the existing emergency regulations until they expire as provided by the Water Code. Permanent restrictions shall prohibit wasteful practices such as:
 - Hosing off sidewalks, driveways and other hardscapes;
 - Washing automobiles with hoses not equipped with a shut-off nozzle;
 - Using non-recirculated water in a fountain or other decorative water feature;
 - Watering lawns in a manner that causes runoff, or within 48 hours after measurable precipitation; and
 - Irrigating ornamental turf on public street medians.
5. The Water Board shall rescind those portions of its existing emergency regulations that require a water supply stress test or mandatory conservation standard for urban water agencies.

6. The Department of Water Resources (Department) shall continue work with the Water Board to develop standards that urban water suppliers will use to set new urban water use efficiency targets as directed by Executive Order B-37-16. Upon enactment of legislation, the Water Board shall adopt urban water use efficiency standards that include indoor use, outdoor use, and leaks as well as performance measures for commercial, industrial, and institutional water use. The Department shall provide technical assistance and urban landscape area data to urban water suppliers for determining efficient outdoor use.
7. The Water Board and the Department shall continue to direct actions to minimize water system leaks that waste large amounts of water. The Water Board, after funding projects to address health and safety, shall use loans from the Drinking Water State Revolving Fund to prioritize local projects that reduce leaks and other water system losses.
8. The Water Board and the Department shall continue to take actions to direct urban and agricultural water suppliers to accelerate their data collection, improve water system management, and prioritize capital projects to reduce water waste. The California Public Utilities Commission is requested to work with investor-owned water utilities to accelerate work to minimize leaks.
9. The Water Board is further directed to work with state agencies and water suppliers to identify mechanisms that would encourage and facilitate the adoption of rate structures and other pricing mechanisms that promote water conservation.
10. All state agencies shall continue response activities that may be needed to manage the lingering drought impacts to people and wildlife. State agencies shall increase efforts at building drought resiliency for the future, including evaluating lessons learned from this current drought, completing efforts to modernize our infrastructure for drought and water supply reliability, and shall take actions to improve monitoring of native fish and wildlife populations using innovative science and technology.

CONTINUED DROUGHT RESPONSE IN FRESNO, KINGS, TULARE, AND TUOLUMNE COUNTIES

11. The Water Board will continue to prioritize new and amended safe drinking water permits that enhance water supply and reliability for community water systems facing water shortages or that expand service connections to include existing residences facing water shortages.
12. The Department and the Water Board will accelerate funding for local water supply enhancement projects and will continue to explore if any existing unspent funds can be repurposed to enable near-term water conservation projects.
13. The Water Board will continue to work with local agencies to identify communities that may run out of drinking water, and will provide technical and financial assistance to help these communities address drinking water

shortages. It will also identify emergency interconnections that exist among the State's public water systems that can help these threatened communities. The Department, the Water Board, the Office of Emergency Services, and the Office of Planning and Research will work with local agencies in implementing solutions to those water shortages.

14. For actions taken in the Counties of Fresno, Kings, Tulare, and Tuolumne pursuant to directives 11–13, the provisions of the Government Code and the Public Contract Code applicable to state contracts, including, but not limited to, advertising and competitive bidding requirements, as well as Division 13 (commencing with section 21000) of the Public Resources Code and regulations adopted pursuant to that Division, are hereby suspended. These suspensions apply to any actions taken by state agencies, and for actions taken by local agencies where the state agency with primary responsibility for implementing the directive concurs that local action is required, as well as for any necessary permits or approvals required to complete these actions.
15. California Disaster Assistance Act Funding is authorized until June 30, 2017 to provide emergency water to individuals and households who are currently enrolled in the emergency water tank program.
16. State departments shall commence all drought remediation projects in Fresno, Kings, Tulare, and Tuolumne Counties within one year of the date of this Executive Order.

This Executive Order is not intended to, and does not, create any rights or benefits, substantive or procedural, enforceable at law or in equity, against the State of California, its agencies, departments, entities, officers, employees, or any other person.

I FURTHER DIRECT that as soon as hereafter possible, this Order be filed in the Office of the Secretary of State and that widespread publicity and notice be given of this Order.

IN WITNESS WHEREOF I have hereunto set my hand and caused the Great Seal of the State of California to be affixed this 7th day of April 2017.


EDMUND G. BROWN JR.
Governor of California

ATTEST:

ALEX PADILLA
Secretary of State

