



City Councilmembers
Patrick Isherwood, Mayor
Steve Harrell, Vice Mayor
Jose Sigala
Terry A. Sayre
Dennis A. Mederos

City Council Meeting Notice & Agenda

Tulare Public Library & Council Chamber
491 North M Street, Tulare CA 93274
www.tulare.ca.gov

Tuesday, February 17, 2026
5:30 p.m. Regular Meeting

Mission Statement

To promote a quality of life making Tulare the most desirable community in which to live, learn, play, work, worship and prosper.

Regular City Council meetings are held on the first and third Tuesdays of each month at the Council Chamber, located inside the Tulare Public Library, 491 North M Street, Tulare. Meetings are subject to cancellation. Additional meetings may be scheduled as needed.

Public Access and Participation

Meetings are open to the public and may be attended in person or viewed live online via the City of Tulare's [YouTube Channel](#). To provide public comment remotely, please call (559) 366-1849 during the designated Public Comment period. Note: There is a 20-second broadcast delay. If calling in, mute your viewing device to avoid feedback.

Public Comment Guidelines

Members of the public may address the City Council on matters within the jurisdiction of the City of Tulare. Those wishing to speak are encouraged to complete a Public Comment Card and submit it to the City Clerk prior to the start of the meeting.

- Comments are limited to three minutes per speaker, unless otherwise extended by the Council.
- At the start of any agenda item, the mayor may limit the number of speakers or the time allotted per comment, depending on the number of participants and length of the agenda.
- When called upon by the mayor, please approach the lectern, state your name and city of residence, and begin your comments.

Rules of Conduct

To maintain order and decorum, the following rules apply:

- All remarks must be directed to the City Council as a whole, not to individual members.
- Only the Council and the person recognized to speak may engage in discussion unless authorized by the mayor.
- Questions to Councilmembers or City staff must be directed through the mayor.
- Comments must remain on topic, except during the general Public Comment period.
- Disruptive behavior (e.g., shouting, interrupting, or creating a disturbance) may result in removal from the meeting under Government Code Sections 54954.3 and 54957.95.

Accessibility

In compliance with the Americans with Disabilities Act (ADA), individuals who require modifications, accommodations, or auxiliary aids to participate in this meeting should contact the City Clerk's Office at (559) 684-4200. Requests made at least 48 hours in advance will help ensure availability.

Additional Information

- Meeting agendas and related documents are available at www.tulare.ca.gov/agendas.
- Copies are also available for public inspection at the City Clerk's Office, City Hall, 411 E. Kern Avenue, Second Floor, during regular business hours.



1. **CALL TO ORDER**
2. **PLEDGE OF ALLEGIANCE AND INVOCATION** - Greg Peterson, Pastor of Sunrise Community Church, to deliver an invocation.
3. **PUBLIC COMMENT** - Members of the public wishing to comment on any item not appearing on the agenda may address the City Council at this time. State law prevents Council from acting on any matter not on the agenda; however, your comments may be referred to staff for follow up. This is also the time for the public to comment on items listed under the Consent Calendar or to request an item from the Consent Calendar be pulled for discussion purposes. Comments related to Public Hearing and General Business items will be heard at the time those items are discussed. In fairness to all who wish to speak, public comment is limited to a total of fifteen minutes with each speaker allowed three minutes, unless otherwise extended by Council. Please begin your comments by stating your name and providing your city of residence. For those that wish to provide public comment while viewing the meeting online, you may call (559) 366-1849. Please note that there will be approximately a 20-second delay in broadcast for viewers. When calling in, mute the device used for viewing the meeting.
4. **COMMUNICATIONS** - Communications are to be submitted to the City Manager's Office ten days prior to a Council meeting to be considered for this section of the agenda. No action will be taken on matters listed under Communications; however, the Council may direct staff to schedule issues raised during Communications for a future meeting.
5. **COUNCIL REPORTS AND ITEMS OF INTEREST**
6. **CONSENT CALENDAR** - All matters listed under the Consent Calendar are considered by the Council to be routine and will be enacted in one motion without discussion. If discussion is desired, that item may be removed and considered separately.
 - 6.1 **Waive the reading of ordinances and approve reading by title only.**
Recommended Action: Approve the reading by title only of all ordinances and that further reading of such ordinances be waived.
 - 6.2 **Approval of City Council Meeting Minutes.**
Recommended Action: Approve the minutes of the special and/or regular meetings of February 3, 2026 and February 6, 2026. [M. Wilcox]
 - 6.3 **Second Reading and Adoption of Ordinance 2026-01.**
Recommended Action: Adopt Ordinance 2026-01 approving and designating the Tulare Veterans Memorial Building, Hoyt House, T29A Convair Airplane, B-17 Bomber, and F-4 Phantom Jet as City of Tulare Historic-Cultural Landmarks and adding them to the Local Register of Historic-Cultural Landmarks pursuant to Tulare Municipal Code Chapter 10.38. [M. Anaya]
 - 6.4 **Economic Development Updates.**
Recommended Action: Receive an update on economic development activities. [J. Gomez]
 - 6.5 **Landscape Maintenance Contractor Agreement Extension.**
Recommended Action: Authorize the City Manager, or designee, to execute the First Amendment to the Professional Landscape Maintenance Contractor agreement with BrightView Landscape Services, Inc. (Routes A and C); and execute the First Amendment to the Professional Landscape Maintenance Contractor agreement with Perfect Care Landscape & Maintenance (Routes B, D, E, and F). [C. Orr]

7. **GENERAL BUSINESS** - Comments related to General Business items are limited to three minutes per speaker, for a maximum of thirty minutes per item, unless otherwise extended by Council. For those that wish to provide public comment while viewing the meeting online, you may call (559) 366-1849. Please note that there will be approximately a 20-second delay in broadcast for viewers. When calling in, mute the device used for viewing the meeting.
- 7.1 **Consideration of Termination of Agreement with TCCAD.**
Recommended Action: Direct staff to proceed with consolidating fire and police dispatch operations at the Tulare Police Department; and authorize the City Manager, at the appropriate time, to issue a 90-day notice of termination of the current agreement with Tulare County Consolidated Ambulance Dispatch (TCCAD) for fire dispatch services. [M. Mondell]
- 7.2 **Revised Emergency Shelter Operator Agreement.**
Recommended Action: Review a revised emergency shelter service agreement with Lighthouse Rescue Mission (“LRM”) regarding the City’s emergency shelter project for the term May 1, 2026, through April 30, 2027. [M. Correa]
- 7.3 **Pension Trust Administration Services.**
Recommended Action: Adopt a resolution (1) adopting the Public Agencies Post-Employment Benefits Trust (“Plan”) administered by Public Agency Retirement Services (PARS) to prefund the City’s unfunded accrued pension liabilities; (2) appointing the City Manager, or his designee, as Plan Administrator; (3) authorizing the Plan Administrator to execute the documents necessary to implement the Plan; and (4) authorizing the City Manager to execute an agreement with Phase II Systems dba Public Agency Retirement Services and PARS for pension trust administration services for the period February 18, 2026, through December 31, 2028, with up to two additional one-year extensions under the same terms. [M. Roberts]
- 7.4 **Park Special Event Permit Process and Facility Use Fee Schedule.**
Recommended Action: Review and adopt the City of Tulare Park Special Event Permit Process Policy and Application; review the proposed Facility Use Fee Schedule; and provide direction to staff regarding reserving the first Saturday of May for a Cinco De Mayo community event at Zumwalt Park. [C. Orr]
- 7.5 **Request for Funding for July 4th Event.**
Recommended Action: Provide direction to staff regarding a 250th Anniversary Independence Day event at Zumwalt Park on July 4, 2026, featuring and subsidizing the Sequoia Symphony Orchestra at either \$50,000 with a \$10 per ticket admission price or \$60,000 with free tickets. [C. Orr]
8. **FUTURE AGENDA ITEMS - NONE SUBMITTED**
9. **STAFF UPDATES**
10. **RECESS TO CLOSED SESSION TO DISCUSS THE FOLLOWING**
- 10.1 **Conference with Labor Negotiators (Gov. Code § 54957.6)**
Agency Designated Representatives: City Attorney Zamora, City Manager Mondell, Assistant City Manager Gaffery, Deputy City Manager/Chief Technology Officer Bowling, Human Resources Director Venegas
Employee Organization(s): Tulare Professional Fire Fighter Association - Management and Non-Management
11. **RECONVENE FROM CLOSED SESSION**

12. **CLOSED SESSION REPORT** - This is the time for Council to publicly report specified closed session action and the vote taken on those actions, if any.

13. **ADJOURNMENT**

The next regularly scheduled meeting of the Tulare City Council is Tuesday, March 3, 2026, at 5:30 p.m. in the Council Chamber, 491 North M Street, Tulare.

AFFIDAVIT OF POSTING AGENDA

I hereby certify, in conformance with Government Code Sections 54954.2, this agenda was posted in the kiosk at the front of City Hall, 411 E. Kern Avenue, as well as on the City of Tulare's website (www.tulare.ca.gov).

POSTED: Friday, February 13, 2026



Melissa Wilcox, Chief Deputy City Clerk



Office of the City Manager
411 East Kern, Tulare, CA 93274
559.684.4200 | www.tulare.ca.gov

To: Mayor and City Councilmembers
From: Marc Mondell, City Manager
Subject: February 17, 2026 Agenda Memo
Date: February 13, 2026

Time estimates are provided as part of the Council's effort to manage its time at Council meetings. Listed times are estimates only and are subject to change at any time, including while the meeting is in progress. The Council, by consensus, reserves the right to use more or less time on any item, to change the order of items, and/or to continue items to another meeting. Items may be heard before or after the time estimated on the agenda memo. This may occur to best manage the time at a meeting or to adapt to the participation of the public.

5:30 p.m. Regular Meeting

1. **CALL TO ORDER**
2. **PLEDGE OF ALLEGIANCE AND INVOCATION** - Greg Peterson, Pastor of Sunrise Community Church, to deliver an invocation.
3. **PUBLIC COMMENT** - Members of the public wishing to comment on any item not appearing on the agenda may address the City Council at this time. State law prevents Council from acting on any matter not on the agenda; however, your comments may be referred to staff for follow up. This is also the time for the public to comment on items listed under the Consent Calendar or to request an item from the Consent Calendar be pulled for discussion purposes. Comments related to Public Hearing and General Business items will be heard at the time those items are discussed. In fairness to all who wish to speak, public comment is limited to a total of fifteen minutes with each speaker allowed three minutes, unless otherwise extended by Council. Please begin your comments by stating your name and providing your city of residence. For those that wish to provide public comment while viewing the meeting online, you may call (559) 366-1849. Please note that there will be approximately a 20-second delay in broadcast for viewers. When calling in, mute the device used for viewing the meeting. [Time Estimate: 5:35 p.m.]
4. **COMMUNICATIONS** - Communications are to be submitted to the City Manager's Office ten days prior to a Council Meeting to be considered for this section of the agenda. No action will be taken on matters listed under communications; however, the Council may direct staff to schedule issues raised during communications for a future agenda. Public comments will be limited to three minutes per topic unless otherwise extended by Council. [Time Estimate: 5:45 p.m.]
5. **COUNCIL REPORTS AND ITEMS OF INTEREST** [Time Estimate: 5:45 p.m.]
6. **CONSENT CALENDAR** - All matters listed under the Consent Calendar are considered by the Council to be routine and will be enacted in one motion without discussion. If discussion is desired, that item may be removed and considered separately. [Time Estimate: 5:50 p.m.]
 - 6.1 **Waive the reading of ordinances and approve reading by title only.**
Recommended Action: Approve the reading by title only of all ordinances and that further reading of such ordinances be waived.

6.2 Approval of City Council Meeting Minutes.

Recommended Action: Approve the minutes of the special and/or regular meetings of February 3, 2026 and February 6, 2026. [M. Wilcox]

6.3 Second Reading and Adoption of Ordinance 2026-01.

Recommended Action: Adopt Ordinance 2026-01 approving and designating the Tulare Veterans Memorial Building, Hoyt House, T29A Convair Airplane, B-17 Bomber, and F-4 Phantom Jet as City of Tulare Historic-Cultural Landmarks and adding them to the Local Register of Historic-Cultural Landmarks pursuant to Tulare Municipal Code Chapter 10.38. [M. Anaya]

Summary: This is a request by the property owners and caretakers of the buildings and objects listed below, to designate them as City of Tulare Historic-Cultural Landmarks and add them to the Local Register of Historic-Cultural Landmarks.

- Tulare Veterans Memorial Building. 1771 East Tulare Avenue (177-200-005). The subject property is zoned PL (Public Lands), and the General Plan Designation is Public/Quasi Public. Constructed in 1956, Tulare Veterans Memorial Building Hall was constructed to serve as a living building memorial to Veterans of WWII. Known for its impressive size and its original pink color, it has hosted thousands of people and events over the past eight decades, including famous individuals and landmark Tulare events.
- Hoyt House. 237 North L Street (176-112-006). The subject property is zoned C-3 (Retail Commercial), and the General Plan Designation is Central Business District. The Hoyt House is a two-story late Victorian-Colonial Revival home that was constructed in 1912-1913 and was the home to Hazel Hoyt who was a long-life public servant in the City of Tulare. Hoyt was the first female city clerk in the city. The Hoyt House is one of few last remaining two-story Victorian-Colonial Revival residences in Tulare. The Hoyt House has been operating as a restaurant since 1995.
- T29A Convair Airplane. 240 North L Street (176-121-025). The subject property is zoned C-3 (Retail Commercial), and the General Plan Designation is Central Business District. The T29A Convair is regarded as a significant piece of aviation history, used as a “Flying Classroom” for USAF and USN servicemembers training throughout the Cold War. The “airplane on L Street” is one of two known surviving T29A Convairs and is the first of its kind eatery in the city of Tulare. It was first built in 1951 and was moved to 240 North L Street in 2003 to operate as a restaurant.
- B-17 Bomber. Currently at Mefford Field Airport (191-100-018). The subject property is zoned M-2 (Heavy Industrial), and the General Plan Designation is Service Commercial. The B-17G Bomber at Mefford Field honors Veterans from WWII. It was first built in 1945 in Burbank, California. The bomber holds a unique dual military and local historical significance. She is the last surviving B-17 used in the “Operation Crossroads” atomic testing, and a later date, she was flown to Tulare, piloted by Tulare’s military hero, General Maurice Preston. With its location alongside Highway 99 at the southern end of town, the Flying Fortress has welcomed millions of passersby to the city of Tulare since 1958.
- F-4 Phantom Jet. Currently at Mefford Field Airport (191-100-018). The subject property is zoned M-2 (Heavy Industrial), and the General Plan Designation is Service Commercial. The F-4 Phantom jet at Mefford Field honors Veterans from the Vietnam war. The F-4 Phantom Jet was first commissioned in 1966. It never saw combat but was

used in the United States Air Force for 20 years and used in many military bases around the world which included the United Kingdom, Spain, and Libya. With its location alongside Highway 99 at the southern end of town, the Phantom has welcomed millions of passersby to the city of Tulare since 1994.

Section 10.38 of the updated City of Tulare Zoning Ordinance includes standards to preserve, promote, and enhance the Historic-Cultural Landmarks and designated historic districts of the city for the educational, cultural, economic, and general welfare of the public. The purpose of the zone amendments would be to designate the aforementioned buildings and objects as local Historic-Cultural Landmarks and apply the Historic-Cultural Landmark Overlay Zone to the properties or objects.

Once a building, structure, object, site, or district is designated as a Historic-Cultural Landmark it will enable the Historic-Cultural Landmarks Advisory Committee, the Planning Commission, and the City Council, to work with property owners and the community to protect and review changes to these local landmarks and districts which have a distinctive character or a special historic, architectural, aesthetic or cultural value to this City, State, and nation. This would assist in implementing the Tulare General Plan's goals and vision with respect to the following:

- To continue to safeguard the heritage of this city by preserving and regulating its historic buildings, structures, objects, sites, and districts which reflect elements of the City's historic, cultural, social, economic, political and architectural history.
- To continue to preserve and enhance the environmental quality and safety of these landmarks and districts.
- To continue to establish, stabilize and improve property values and to foster economic development.

At its December 8, 2025 meeting, the City of Tulare Planning Commission voted 3-0 to recommend designation of these buildings and objects as Historic-Cultural Landmarks due to architectural significance, as well as the important role the landmarks have played in the history and cultural heritage of the United States of America, as well as Tulare's own history.

At the January 20, 2026 City Council meeting, the public hearing was opened and continued to February 3, 2026 where the ordinance was introduced and passed-to-print.

Fiscal Impact & Funding Source(s): There is no fiscal impact associated with this action.

Environmental Review: This action does not constitute a "project" pursuant to California Environmental Quality Act (CEQA).

Potential Conflict of Interest: Councilmember Mederos owns real property within 1,000 feet from the Hoyt House and the T29A Convair Airplane.

Legal Review: This item does not require legal review.

Public Notice: This item does not require a public hearing and was noticed as part of the agenda.

Alternative Action: 1) Approve with changes; 2) Deny; or 3) Table. If an ordinance is not approved, the Tulare Veterans Memorial Building, Hoyt House, T29A Convair Airplane, B-17 Bomber, and F-4 Phantom Jet would not be designated as local Tulare Historical-Cultural Landmarks.

6.4 Economic Development Updates.

Recommended Action: Receive an update on economic development activities. [J. Gomez]

Summary: Attached is the January 2026 Economic Development Bulletin identifying activities and projects that took place in the previous month highlighting four elements of economic development.

- Building permits issued pertaining to residential and commercial improvements along with the total value of those improvements
- Business licenses that were issued for either new businesses, change of ownership, or businesses that failed to have a business license previously
- Active projects that will have a sizeable impact on economic development
- Site Plan Review projects that have been submitted to the City that could positively address commercial and residential needs

This is an informational item only and does not require any action by the City Council.

Fiscal Impact & Funding Source(s): There is no fiscal impact associated with this action.

Environmental Review: This action does not constitute a “project” pursuant to California Environmental Quality Act (CEQA).

Potential Conflict of Interest: Staff is not aware of any conflicts of interest.

Legal Review: This item does not require legal review.

Public Notice: This item does not require a public hearing and was noticed as part of the agenda.

Alternative Action: 1) Approve with changes; 2) Deny; or 3) Table.

6.5 Landscape Maintenance Contractor Agreement Extension.

Recommended Action: Authorize the City Manager, or designee, to execute the First Amendment to the Professional Landscape Maintenance Contractor agreement with BrightView Landscape Services, Inc. (Routes A and C); and execute the First Amendment to the Professional Landscape Maintenance Contractor agreement with Perfect Care Landscape & Maintenance (Routes B, D, E, and F). [C. Orr]

Summary: On December 19, 2023, the City of Tulare (“City”) entered into a Professional Landscape Maintenance Contractor Agreement (“Agreement”) with BrightView Landscape Services, Inc. (“Contractor”) and Perfect Care Landscape & Maintenance (“Contractor”). The Agreement was approved by the City Council on December 19, 2023, for an initial two-year term beginning February 1, 2024, with the option to renew for up to three (3) additional one-year terms. The initial term of the Agreement expired on January 30, 2026, and staff desires to extend the term of the Agreement.

Fiscal Impact & Funding Source(s): Funds are currently budgeted for this fiscal year.

Environmental Review: This action does not constitute a “project” pursuant to California Environmental Quality Act (CEQA).

Potential Conflict of Interest: Staff is not aware of any conflicts of interest.

Legal Review: The original agreement was reviewed by Council in 2023.

Public Notice: This item does not require a public hearing and was noticed as part of the agenda.

Alternative Action: 1) Approve with changes; 2) Deny; or 3) Table.

7. GENERAL BUSINESS - Comments related to General Business items are limited to three minutes per speaker, for a maximum of thirty minutes per item, unless otherwise extended by Council. For those that wish to provide public comment while viewing the meeting online, you may call (559) 366-1849. Please note that there will be approximately a 20-second delay in broadcast for viewers. When calling in, mute the device used for viewing the meeting. [Time Estimate: 6:00 p.m.]

7.1 Consideration of Termination of Agreement with TCCAD.

Recommended Action: Direct staff to proceed with consolidating fire and police dispatch operations at the Tulare Police Department; and authorize the City Manager, at the appropriate time, to issue a 90-day notice of termination of the current agreement with Tulare County Consolidated Ambulance Dispatch (TCCAD) for fire dispatch services. [M. Mondell]

Summary: The City of Tulare has contracted with TCCAD for fire and emergency medical dispatch services since April 2011. The current agreement, renegotiated in October 2024, is set to expire on June 30, 2027. During the 2024 negotiations, the City requested certain revisions recommended by Matrix Consulting Group to improve efficiency and reduce call transfer times (average of 41 seconds), which can be critical in emergency response. TCCAD declined these revisions, citing its primary focus on ambulance dispatch and providing fire dispatch only as a courtesy to the City.

Since that time:

- The City has fully implemented its new 911 Computer-Aided Dispatch (CAD) system, which is performing successfully.
- The City has received \$579,150 in federal funding to upgrade and consolidate fire and police dispatch operations at the Police Department.

Section IV of the agreement allows either party to terminate with 90 days' written notice.

The consolidation of fire and police dispatch operations is expected to:

- Improve emergency response times by eliminating call transfers.
- Provide operational efficiencies and potential cost savings.
- Enhance coordination between police and fire services under one dispatch center.

Staff are awaiting funding implementation guidance from the federal government. Simultaneously, staff are planning for the necessary facility and technology upgrades, and for operational readiness. Staff anticipate a transition period of roughly one year to complete the dispatch remodel, operational testing, and final transfer of calls for service from TCCAD to the City. During this time, staff will coordinate closely with TCCAD to maintain continuity of service until the new system is live.

Fiscal Impact & Funding Source(s): The City has secured \$579,150 in federal funding to support the consolidation project. Additional costs associated with remodeling and implementation will be addressed in future budget actions.

Environmental Review: This action does not constitute a “project” pursuant to California Environmental Quality Act (CEQA).

Potential Conflict of Interest: Staff is not aware of any conflicts of interest.

Legal Review: This item does not require legal review.

Alternative Action: 1) Approve with changes; 2) Deny; or 3) Table.

7.2 Revised Emergency Shelter Operator Agreement.

Recommended Action: Review a revised emergency shelter service agreement with Lighthouse Rescue Mission (“LRM”) regarding the City’s emergency shelter project for the term May 1, 2026, through April 30, 2027. [M. Correa]

Summary: On January 20, 2026, City Council reviewed the draft emergency shelter service agreement along with Exhibit A (Scope of Work, Budget, and Policies) and provided staff with several requested revisions which staff has addressed as follows:

1. Add language restricting operation of the City vehicle by licensed employees only and that the Operator shall be responsible for maintaining the vehicle in working order. (See Agreement revision 10G and 10H)
2. Add language further qualifying Operator’s experience and credentials in the Recitals. (See Agreement revision Recital A)
3. Make it clear that LRM is an Independent Contractor and not operate in legal partnership with the City. (See Agreement revision Recital F)
4. Clarify how many staff members, salary, and benefits provided at what cost. (See Budget)
5. Identify the Operator fee \$300,000 and upfront provision of working capital (i.e., \$250,000 three months payroll) in the agreement. (See Agreement revision 4A)
6. Add language in the agreement that the initial guest population shall not exceed 200 individuals and will only be increased by the City Council not to exceed 400 individuals. (See revision Exhibit A (1))
7. Add a definition of Interim Housing. (See revision Exhibit A (6))
8. Add language on policy and procedure for removing guests, clarify no tenancy rights. (See revision Exhibit A (3))
9. Add language regarding sanitation and retention of personal items. Guests cannot set up a tent at the shelter. The Operator shall retain personal items upon abandonment in accordance with law and then remit them to City staff for further retention or disposal. (See revision Exhibit A (3))
10. Add language the maximum annual City contribution shall be in accord with the annual adopted budget unless otherwise approved by City Council. (See Agreement revision 4A)

11. Clarify in the agreement what the City shall pay for directly and what the City will be billed for by the Operator. (See Agreement revision 4A and Budget)
12. Replace the 75% of budget goal with the City and Operator will work in good faith to reduce costs. (See revision Exhibit A (F))
13. Clarify that the City Manager only has the authority to make reasonable increases to the insurance requirements as may be required by the City's Risk Management Association. (See Agreement revision 14H)
14. Add language that the City acknowledges the Operator is a faith-based organization and as such there may be religious activities occurring from time to time at the facility but that the Operator shall not make occupancy or use of the facility for guests contingent on their participation in said religious activities. (See Agreement revision Recital D)
15. Clarify that it is the Operator who is responsible for ordering, purchasing, picking up, and ensuring the provision of adequate dog food. (See Exhibit A (4) Unchanged)
16. Add language the parties acknowledge that the City is ultimately paying for the provision of all goods and services and may pay direct or be billed by the Operator. The parties further agree to work together to obtain such goods and services at the lowest possible cost (i.e., including donations) and therefore the party responsible for such procurement may change from time to time. (See revision Agreement 4B)

Fiscal Impact & Funding Source(s): The General Services Department, in conjunction with City Management and the shelter's operator, may refine the preliminary budget as necessary to adjust the fiscal impact.

As presented, approval of the emergency shelter service agreement and budget will authorize allocation of up to \$2,000,000 from the City's General Fund for shelter expenses over a twelve-month period. Obligation and expenses for the first year of shelter operations will largely begin in the next fiscal year (2026) and continue into Fiscal Year 2027.

Environmental Review: This action does not constitute a "project" pursuant to California Environmental Quality Act (CEQA).

Potential Conflict of Interest: Staff is not aware of any conflicts of interest.

Legal Review: The City Attorney's Office reviewed the emergency shelter service agreement. The Emergency Shelter service agreement presented to the City Council is consistent with the recommendations received from the City Attorney.

Public Notice: This item does not require a public hearing and was noticed as part of the agenda.

Alternative Action: 1) Approve with changes; 2) Deny; or 3) Table. If the emergency shelter operator terms sheet is not ultimately approved, then City staff and the proposed primary service provider/operator Lighthouse Rescue Mission may pause planning efforts and delay the execution of a final and comprehensive shelter operator agreement and revised budget.

7.3 Pension Trust Administration Services.

Recommended Action: Adopt a resolution (1) adopting the Public Agencies Post-Employment Benefits Trust (“Plan”) administered by Public Agency Retirement Services (PARS) to prefund the City’s unfunded accrued pension liabilities; (2) appointing the City Manager, or his designee, as Plan Administrator; (3) authorizing the Plan Administrator to execute the documents necessary to implement the Plan; and (4) authorizing the City Manager to execute an agreement with Phase II Systems dba Public Agency Retirement Services and PARS for pension trust administration services for the period February 18, 2026, through December 31, 2028, with up to two additional one-year extensions under the same terms. [M. Roberts]

Summary: At its regular meeting on December 16, 2025, the City Council authorized the establishment of an irrevocable supplemental pension reserve trust (“Trust”) with initial funding of \$4.0M. In order to create a pension trust, the City must acquire professional trust administration services, adopt a pension trust plan, appoint an administrator for the plan, and execute the legal and administrative documents necessary to implement the plan.

City staff recommends authorizing the City Manager to execute an agreement with Public Agency Retirement Services (PARS), a background summary of which is provided later in this staff report, to provide the City’s pension trust administration services. Staff also recommends appointing the City Manager, or his designee, as Plan Administrator, and authorizing the Plan Administrator to execute the documents necessary to implement the Plan.

PARS (from Consultant’s Proposal)

PARS is an independent, privately held corporation which has been designing and administering niche retirement plan and trust solutions exclusively for public agencies for the past 40 years. Its core mission is to offer local governments control and flexibility to meet their individual needs by specializing in supplemental pension trusts, post-employment healthcare trusts, retirement/separation incentive plans, alternatives to Social Security plans, and other defined benefit and defined contribution plans. Its primary business functions are retirement plan and trust design, analysis, administration, record keeping, compliance, and consulting.

Since 1984, PARS has been a pioneer in the design and administration of retirement plans and trusts solely for public agencies. Throughout this time, it has experienced continual corporate growth and has built a long track record of service which includes the following key accomplishments:

- administration over 2,300 plans for more than 1,100 public entities;
- development of the first multiple-employer IRS Section 115 trust program for pension prefunding with more than 325 California public agencies joining the program;
- ongoing servicing for over 750,000 public employees.

Since developing a Section 115 trust program in 2004, PARS has developed a number of Section 115 trusts, which includes over 550 member accounts and over \$9.1B in assets under management US Bank National Association (US Bank) would serve in a dual capacity for the City as: 1) investment adviser and manager (with PFM Asset Management LLC [PFMAM] serving as the subadvisor for the City’s account), and 2) trustee and custodian to reduce investment and trustee fiduciary risks and burdens for the City.

Additional information regarding PARS, US Bank, and PFMAM may be found in PARS’ proposal, submitted with this staff report.

Fiscal Impact & Funding Source(s): As noted in the December 16, 2025, staff report to City Council requesting approval of the establishment of the irrevocable supplemental trust, the trust

provides the two-fold benefit of prefunding the unfunded accrued liabilities (UALs) of the City's pension plans and/or allowing the City to "smooth" its annual UAL contributions, if desired, during periods when those payments spike significantly.

PARS' annual pension trust administration fees will be based upon the average balance of the pension trust plan's assets, in accordance with the following schedule:

<u>Plan Asset Balance</u>	<u>Ongoing Fee</u>
\$1 - \$10,000,000	0.25%
\$10,000,001 - \$15,000,000	0.20%
\$15,000,001 - \$50,000,000	0.15%
\$50,000,001 and above	0.10%

Trustee and investment management fees are not included in PARS' fees. These fees, which are paid to US Bank and PFMAM, will also be based upon the average balance of the pension trust plan's assets, in accordance with the following schedule:

<u>Plan Asset Balance</u>	<u>Ongoing Fee</u>
Under \$5,000,000	0.35%*
\$5,000,001 - \$10,000,000	0.25%
\$10,000,001 - \$15,000,000	0.20%
\$15,000,001 - \$50,000,000	0.15%
Over \$50 million	0.10%

* Fees are waived on the portfolio's money market fund.
The 0.35% fee represents the highest weighted investment management fee that can be charged

All fees will be deducted from the trust plan's assets.

The initial balance approved for deposit in the trust approved by the Council is \$4.0 million. At this level of assets, the total approximate annual fiscal impact, based upon the above schedules, will be approximately \$24,000; however, since the fees are calculated on a percentage basis, they will fluctuate over time, increasing as the plan's assets increase and decreasing should the balance decrease (upon withdrawal of funds or as the result of investment gains and losses).

Future amounts to be recommended for deposit into the pension trust will be dependent upon cash flow analyses conducted by staff.

Environmental Review: This action does not constitute a "project" pursuant to California Environmental Quality Act (CEQA).

Potential Conflict of Interest: Staff is not aware of any conflicts of interest.

Legal Review: The pension trust administration services agreement has been reviewed by the City Attorney's Office staff. Changes to the documents, if any, prior to execution will be non-substantive.

Public Notice: This item does not require a public hearing and was noticed as part of the agenda.

Alternative Action: 1) Approve with changes; 2) Deny; or 3) Table. If the recommended amendments to the Budget Policies & Practices are not approved, the City will be less prepared

to withstand large increases in its unfunded pension and OPEB liabilities and Workers' Compensation insurance claims.

7.4 Park Special Event Permit Process and Facility Use Fee Schedule.

Recommended Action: Review and adopt the City of Tulare Park Special Event Permit Process Policy and Application; review the proposed Facility Use Fee Schedule; and provide direction to staff regarding reserving the first Saturday of May for a Cinco De Mayo community event at Zumwalt Park. [C. Orr]

Summary: On January 20, 2026, the City Council considered Councilmember Sigala's request to set aside the first Saturday of May annually to celebrate a Cinco De Mayo community event and to also work with the Hispanic Alliance for Culture, Education & Recognition (HACER) to coordinate the event.

During the meeting, City Manager Marc Mondell advised that the City has received many requests for use of the park and that staff were working on a Special Event Permit Process (Policy) applicable to all parks, including Zumwalt Park. Mr. Mondell requested Council to provide any requested revisions and that the Policy be presented to the Parks and Recreation Commission on February 10 for its consideration. It was also suggested that Council wait to render its decision on Councilmember Sigala's request until after Commission consideration.

On January 20, 2026, staff met with the HACER representatives to discuss the Cinco De Mayo event they requested to be held at Zumwalt Park on May 2, 2026. An agreement was reached based on the then existing park rental procedures. During this process, it was also determined that the rental fees for Zumwalt Park did not reflect the renovation and new amenities added to the park; therefore, a recommended revision of the "Facility Use Fee Schedule" was developed for Zumwalt Park.

On February 10, 2026, the Parks and Recreation Commission unanimously approved the "Park Special Event Permit Process and Application" and the revised "Facility Use Fee Schedule". In terms of dedicating the use of a park to any one individual or group on an annual basis, as requested by Councilmember Sigala, the Commissioners believe the Policy provides sufficient advance time (one year) to reserve the facilities and secure the date; therefore, they recommend against the request. The Commissioners do, however, recommend that the following language be added to the Policy:

City of Tulare residents may submit applications no sooner than one (1) year in advance of their proposed event and nonresidents may submit applications no sooner than nine (9) months in advance.

Fiscal Impact & Funding Source(s): There is no fiscal impact associated with this action.

Environmental Review: This action does not constitute a "project" pursuant to California Environmental Quality Act (CEQA).

Potential Conflict of Interest: Staff is not aware of any conflicts of interest.

Legal Review: This item does not require legal review.

Public Notice: This item does not require a public hearing and was noticed as part of the agenda.

Alternative Action: 1) Approve with changes; 2) Deny; or 3) Table.

7.5 Request for Funding for July 4th Event.

Recommended Action: Provide direction to staff regarding a 250th Anniversary Independence Day event at Zumwalt Park on July 4, 2026, featuring and subsidizing the Sequoia Symphony Orchestra at either \$50,000 with a \$10 per ticket admission price or \$60,000 with free tickets. [C. Orr]

Summary: The Sequoia Symphony Orchestra (formerly the Tulare County Symphony) has a history of performing at Zumwalt Park. In 2014, they started their season at Zumwalt Park's John Philip Sousa Pavilion for its annual "Pops in the Park" concert. This annual event was a tradition where the symphony kicks off its new season with an outdoor concert featuring popular classics, movie music, and Americana. They performed annually at Zumwalt from 2014 until 2019. Due to the pandemic, they did not perform at Zumwalt in 2020, and 2021. In 2022, the Sequoia Symphony Orchestra performed at the Visalia Fox Theatre instead of Zumwalt Park because of several artistic and logistical factors during that season

Staff, in working with Spade Entertainment, has discussed the possibility of the Sequoia Symphony performing on July 4, 2026, at Zumwalt Park, as part of a 250th anniversary celebration of America's independence. Production costs for the Sequoia Symphony to perform at Adventist Health Amphitheater have been negotiated at a cost of \$50,000. Their normal production cost is approximately \$60,000. Production setup for a symphony orchestra involves a rigorous blend of logistical planning, specialized stage engineering, and technical coordination to ensure acoustic balance and practices. In addition to production costs, there are other site logistics cost such as security, insurance, etc. Spade Entertainment estimates that with a \$50,000 subsidy the additional overhead costs can be made up through selling tickets at \$10.00 each. Another option is to provide a \$60,000 subsidy which will cover all overhead costs and offer free tickets.

Fiscal Impact & Funding Source(s): Reduction in the General Fund unassigned fund balance account.

Environmental Review: This action does not constitute a "project" pursuant to California Environmental Quality Act (CEQA).

Potential Conflict of Interest: Staff is not aware of any conflicts of interest.

Legal Review: This item does not require legal review.

Public Notice: This item does not require a public hearing and was noticed as part of the agenda.

Alternative Action: 1) Approve with changes; 2) Deny; or 3) Table.

8. FUTURE AGENDA ITEMS - NONE SUBMITTED [Time Estimate: 8:00 p.m.]

9. STAFF UPDATES [Time Estimate: 8:00 p.m.]

10. RECESS TO CLOSED SESSION TO DISCUSS THE FOLLOWING [Time Estimate: 8:05 p.m.]

10.1 Conference with Labor Negotiators (Gov. Code § 54957.6)

Agency Designated Representatives: City Attorney Zamora, City Manager Mondell, Assistant City Manager Gaffery, Deputy City Manager/Chief Technology Officer Bowling, Human Resources Director Venegas

Employee Organization(s): Tulare Professional Fire Fighter Association - Management and Non-Management

11. RECONVENE FROM CLOSED SESSION [Time Estimate: 8:50 p.m.]

12. CLOSED SESSION REPORT - This is the time for Council to publicly report specified closed session action and the vote taken on those actions, if any.

13. ADJOURNMENT [Time Estimate: 8:50 p.m.]

The next regularly scheduled meeting of the Tulare City Council is Tuesday, March 3, 2026, at 5:30 p.m. in the Council Chamber, 491 North M Street, Tulare.

**CITY OF TULARE
CITY COUNCIL MEETING MINUTES**

**Tulare Public Library & Council Chamber
491 North M Street, Tulare**

**Tuesday, February 3, 2026
5:30 p.m. Regular Meeting**

Proper notice of this meeting was given pursuant to Government Code Section 54954.2.

COUNCIL PRESENT: Mayor Patrick Isherwood
Vice Mayor Steve Harrell
Councilmember Jose Sigala
Councilmember Terry A. Sayre
Councilmember Dennis A. Mederos

STAFF PRESENT: City Manager Marc Mondell; City Attorney Mario U. Zamora; Chief Deputy City Clerk Melissa Wilcox; Assistant City Manager Thomas W. Gaffery IV; Deputy City Manager/Chief Technology Officer Jason Bowling; Chief Financial Officer Mark Roberts; City Engineer Michael Miller; Public Works Director Trisha Whitfield; Assistant Community Services Director Brian Beck; Police Chief Fred Ynclan; Fire Chief Michael Ott; General Services Director Manny Correa; Community Development Director Mario Anaya; Executive Director of Economic Development & Redevelopment Jennifer Gomez; Human Resources Director Janie Venegas

1. CALL TO ORDER

Mayor Isherwood called to order the regular meeting of the Tulare City Council at 5:35 p.m. in the Council Chamber located at 491 North M Street.

2. PLEDGE OF ALLEGIANCE AND INVOCATION

City Attorney Zamora led the Pledge of Allegiance, and an invocation was given by Micah Thiesen, Pastor of Evangelical Free Church.

3. PROCLAMATIONS & RECOGNITIONS

3.1 Proclamation for Black History Month - February 2026. Mayor Isherwood read and presented a proclamation to Desiree Timmons, President of the Tulare County Alliance of African American Women, proclaiming February 2026 as Black History Month in the City of Tulare.

4. PUBLIC COMMENT

Donnette Silva, Chamber of Commerce CEO, provided updates and introduced a student of the current Leadership Tulare class.

Barbara Harrell, President of The Tulare Foundation, advised Council of the upcoming Proud to Wear Pink fundraiser event on March 21.

5. COMMUNICATIONS

City Manager Marc Mondell advised there were no communications.

6. COUNCIL REPORTS AND ITEMS OF INTEREST

Council reported on recent events and discussed items of interest. City Attorney Zamora and staff provided an update on the ongoing group home issue in the Del Lago neighborhood.

7. CONSENT CALENDAR

Item 7.5 was removed from the Consent Calendar.

It was moved by Councilmember Mederos, seconded by Councilmember Sayre, and unanimously carried to approve the items on the Consent Calendar as presented except for item 7.5.

7.1 **Waive the reading of ordinances and approve reading by title only.**

Recommended Action: Approve the reading by title only of all ordinances and that further reading of such ordinances be waived.

7.2 **Approval of City Council Meeting Minutes.**

Recommended Action: Approve the minutes of the special and/or regular meeting of January 20, 2026. [M. Wilcox]

7.3 **Fire Apparatus Repairs with Betts Truck Parts and Service.**

Recommended Action: Authorize the City Manager to approve the purchase of repair parts and labor for Engine 61 with Betts Truck Parts & Service of Fresno, California in the amount of \$57,270.96.

7.4 **Agreements with California Department of Transportation.**

Recommended Action: Adopt a resolution authorizing the City Manager or designee to execute Master Agreements, Program Supplement Agreements, Fund Exchange Agreements, and/or Fund Transfer Agreements with the California Department of Transportation (Caltrans). [M. Miller]

7.6 **Conditional Final Map Acceptance for Fulton Estates Phase 2.**

Recommended Action: Conditionally approve the final map and subdivision improvement agreement for Phase 2 of the Fulton Estates subdivision for recordation; and accept all easements and dedications offered to the City subject to receipt of the signed final map, all fees, and other required items prior to April 3, 2026. [M. Miller]

7.7 **Telephone System Replacement.**

Recommended Action: Authorize the City Manager to execute contracts related to CIP Project IT2023-07 Telephone System Replacement; award a professional services agreement to Cloud Revolution in the amount of \$79,400 for Microsoft Teams migration services, subject to minor conforming changes as approved by the City Manager and City Attorney; authorize the City Manager or designee to approve Cloud Revolution contract change orders in an amount of not to exceed 10% (\$7,940); and approve a contract change order to the Microsoft Enterprise Agreement with Dell, Inc. in the amount of \$24,600 to cover through the end of the existing contract July 1, 2027. [J. Bowling]

ITEM(S) PULLED FROM CONSENT CALENDAR

7.5 **Award of Contract for CIP Project EN0106 Santa Fe Trail Crossing Improvements.**

Recommended Action: Authorize the City Manager to execute a contract with Peters Engineering Group of Clovis, CA in an amount not to exceed \$57,000 for engineering design and construction support services associated with CIP Project EN0106 Santa Fe Trail Crossing Improvements; and approve revisions to the project's programmed funding in accordance with the revised CIP project sheet. [M. Miller]

Council Action: Councilmember Sigala pulled this item to inquire if there is a master plan for Santa Fe Trail. Staff provided response thereto It was moved by Councilmember Sigala, seconded by Vice Mayor Harrell, and unanimously carried to approve the item as presented.

8. PUBLIC HEARING

8.1 Historic-Cultural Landmark Nominations.

Recommended Action: Pass-to-print an ordinance approving and designating the Tulare Veterans Memorial Building, Hoyt House, T29A Convair Airplane, B-17 Bomber, and F-4 Phantom Jet as City of Tulare Historic-Cultural Landmark and adding them to the Local Register of Historic-Cultural Landmarks pursuant to Tulare Municipal Code Chapter 10.38.

Presented By: Community Development Director Anaya

Public Comment: This public hearing was continued from January 20, 2026. The public hearing was reopened at 6:11 p.m. Prior to the opening of the public hearing, Darrell Ward, President of the Tulare Veterans Memorial District, spoke in favor of the item. Chris Harrell also spoke in favor of the item. The public hearing was closed at 6:13 p.m.

Council Action: Councilmember Mederos raised concern with how subsequent property owners become aware of the historical designation and what the City could do regarding this concern. City Attorney Zamora stated that staff will research and discuss options. It was moved by Vice Mayor Harrell, seconded by Councilmember Mederos, and unanimously carried to approve the item as presented.

9. GENERAL BUSINESS

9.1 Fire Station 64 Progress Update.

Recommended Action: Receive an update on the activities surrounding the development and planning for Fire Station 64.

Presented By: Fire Chief Ott

Public Comment: There were no public comments.

Council Action: This was an informational item; therefore, no action was taken.

9.2 Consideration of Establishing a No Commercial Truck Parking Zone.

Recommended Action: Discuss and provide direction to staff regarding the establishment a "No Commercial Truck Parking" zone on Inyo Avenue between West and Maricopa Streets and on West Street between Tulare Avenue and Pleasant Street.

Presented By: Councilmember Sigala

Public Comment: There were no public comments.

Council Action: It was the consensus of Council to refer this matter to the Transportation Management Team (TMT) for review and report back in six months.

9.3 Consideration of Traffic Calming Measures on E Street.

Recommended Action: Discuss and provide direction to staff regarding the implementation of traffic calming measures on E Street between Bardsley and Lemonwood Avenues.

Presented By: Councilmember Sigala

Public Comment: There were no public comments.

Council Action: It was the consensus of Council to refer this matter to the Transportation Management Team (TMT) for review and report back in six months.

9.4 City Manager Employment Agreement Amendment.

Recommended Action: Approve the Fifth Amendment to the Employment Agreement with City Manager Marc Mondell and adopt a resolution amending the City's Fiscal Year 2026 Salary Schedule and authorizing the City Manager, or designee, to update the Salary Schedule accordingly.

Presented By: Human Resources Director Venegas

Public Comment: There were no public comments.

Council Action: Council questioned the numbers provided on the staff report. Mayor Isherwood called for a recess at 7:05 p.m. to allow staff to resolve the issue with the numbers provided on the staff report. The meeting was reconvened at 7:10 p.m. Assistant City Manager Gaffery advised that the Fiscal Impact section of the staff report should be stricken and should state: "The funding for this item was included in the Fiscal Year 2026 Budget, and funding for this action for the remainder of the fiscal year is \$5,779.26." It was moved by Councilmember Mederos, seconded by Councilmember Sayre, and carried 5 to 0 to approve the item as presented. Councilmember Sigala abstained from voting without identifying a legal disqualification; therefore, his vote was counted as an affirmative vote pursuant to the Council's Handbook of Rules and Procedures.

10. FUTURE AGENDA ITEMS - NONE SUBMITTED

11. STAFF UPDATES

Staff provided updates on department activities.

12. RECESS TO CLOSED SESSION TO DISCUSS THE FOLLOWING ITEMS

12.1 Conference with Legal Counsel - Existing Litigation (Govt. Code § 54956.9(d)(1))

Name of Case: VCU317197 Laborers International Union of North America Local 294 and People of the State of California, Ex Rel. Rob Bonta, Attorney General of the State of California v. City of Tulare

12.2 Conference with Legal Counsel - Anticipated Litigation

Initiation of litigation pursuant to Govt. Code § 54956.9(d)(4): 3 cases

Council recessed to closed session at 7:24 p.m.

13. RECONVENE FROM CLOSED SESSION

Council reconvened from closed session at 8:47 p.m.

14. CLOSED SESSION REPORT

There was no reportable action.

15. ADJOURNMENT

Seeing no further business to discuss, Mayor Isherwood adjourned the regular meeting at 8:47 p.m.

This is to certify that the foregoing is a true and correct copy of the minutes of the special and/or regular meeting held on February 3, 2026, as approved by the Tulare City Council.

Marc Mondell, City Clerk

By Melissa Wilcox, Chief Deputy City Clerk

**CITY OF TULARE
CITY COUNCIL MEETING MINUTES**

**Tulare Public Library & Council Chamber
491 North M Street, Tulare**

**Friday, February 6, 2026
8:30 a.m. Special Meeting**

Proper notice of this meeting was given pursuant to Government Code Section 54956.

COUNCIL PRESENT: Mayor Patrick Isherwood
Vice Mayor Steve Harrell
Councilmember Jose Sigala
Councilmember Terry A. Sayre
Councilmember Dennis A. Mederos

STAFF PRESENT: City Manager Marc Mondell; City Attorney Mario U. Zamora; Chief Deputy City Clerk Melissa Wilcox; Assistant City Manager Thomas W. Gaffery IV; Deputy City Manager/Chief Technology Officer Jason Bowling; Chief Financial Officer Mark Roberts; City Engineer Michael Miller; Public Works Director Trisha Whitfield; Community Services Director Chris Orr; Police Chief Fred Ynclan; Community Development Director Mario Anaya; Executive Director of Economic Development & Redevelopment Jennifer Gomez; Assistant Public Works Director Jan Bowen; Assistant Community Services Director Brian Beck; Code Enforcement Officer Greg Weirick; Senior Management Analyst Gladys Gonzalez

1. CALL TO ORDER

Mayor Isherwood called to order the special meeting of the Tulare City Council at 8:33 a.m. in the Council Chamber located at 491 North M Street.

2. PUBLIC COMMENT

There were no public comments.

3. STRATEGIC PLANNING SESSION

3.1 Update on Projects.

- Entertainment District-Indoor Sports Facility
- Business Park-Inland Port
- Downtown Mixed Use-Women's Clubhouse
- Regional Sportsplex
- Corporation Yard
- Wastewater Treatment Plant Expansion
- Economic Development Strategy
- Sales Tax Measure

City Manager Mondell provided an update on projects. Councilmember Sigala inquired about the site identification process for the Corporation Yard and suggested looking citywide, not just on the west side of Tulare. Mr. Mondell advised that once the site analysis is completed, the findings will be brought back to Council for their review and selection of the site. Councilmember Sigala inquired about the ballot language for the sales tax measure, in particular what is funded by the revenue received. City Attorney Zamora advised that concern can be addressed through the adoption of a resolution of intent.

- 3.2 Achievelt Presentation.** Assistant City Manager Gaffery provided an overview of the Achievelt product and how staff intend on using it. Joe Krause, Senior Vice President of Achievelt, walked through the software and highlighted the City's draft strategic plan. Councilmember Sigala inquired if this could be used to track constituent requests.
- 3.3 IncludUs Labs Presentation.** Bacilia Angel, Founder of IncludUs Labs, provided an overview of the work she is doing with the City through her project Tulare AVANZA which consists of analyzing and providing recommendations on the City's community engagement and outreach. Questions posed by Council were responded to by Ms. Angel and City Manager Mondell.
- 3.4 Fiscal Impact Analysis.** Sara Mares and Amanda Walker of NBS walked through the process for developing the fiscal impact analysis and next steps. Questions posed by Council were responded to by Ms. Mares, Ms. Walker, and City Manager Mondell.

The meeting recessed at 11:08 a.m. and reconvened at 11:17 a.m.

- 3.5 City Council Items.** The following items were mentioned by councilmembers:

Councilmember Mederos stated he would like to see a groundbreaking occur soon for the International Agri-Center Way extension desiring to have the project complete by next year's World Ag Expo.

Councilmember Sayre inquired on the status of the demolition of the old library building and project on senior housing, designating the Women's Clubhouse as a historical landmark, and the completion and opening of the emergency shelter.

Vice Mayor Harrell would like to see Station 64 completed, address traffic congestion at Mooney and Foster due to additional homes being constructed and the new sports park, and explore moving the animal shelter to a more centralized location.

Councilmember Sigala would like to see economic development on the west side of Tulare, refurbishment of the Parks DIF funds, and investment in youth.

Mayor Isherwood would like to see more lighting at Bender Park and the softball facility, continued support and staffing direction of the Police Department, keep development standards in mind as development occurs, continue exploring implementing a Youth Commission, and develop a schedule for City Attorney review.

4. ADJOURNMENT

Seeing no further business to discuss, Mayor Isherwood adjourned the special meeting at 11:56 a.m.

This is to certify that the foregoing is a true and correct copy of the minutes of the special and/or regular meeting held on February 6, 2026, as approved by the Tulare City Council.

Marc Mondell, City Clerk

By Melissa Wilcox, Chief Deputy City Clerk



Staff Report

Meeting: City Council

Date: February 17, 2026

Department: Community Development - Planning

Submitted by: Mario Anaya, Community Development Director

Agenda Title: Second Reading and Adoption of Ordinance 2026-01

RECOMMENDED ACTION

Adopt Ordinance 2026-01 approving and designating the Tulare Veterans Memorial Building, Hoyt House, T29A Convair Airplane, B-17 Bomber, and F-4 Phantom Jet as City of Tulare Historic-Cultural Landmarks and adding them to the Local Register of Historic-Cultural Landmarks pursuant to Tulare Municipal Code Chapter 10.38.

SUMMARY

This is a request by the property owners and caretakers of the buildings and objects listed below, to designate them as City of Tulare Historic-Cultural Landmarks and add them to the Local Register of Historic-Cultural Landmarks.

- Tulare Veterans Memorial Building. 1771 East Tulare Avenue (177-200-005). The subject property is zoned PL (Public Lands), and the General Plan Designation is Public/Quasi Public. Constructed in 1956, Tulare Veterans Memorial Building Hall was constructed to serve as a living building memorial to Veterans of WWII. Known for its impressive size and its original pink color, it has hosted thousands of people and events over the past eight decades, including famous individuals and landmark Tulare events.
- Hoyt House. 237 North L Street (176-112-006). The subject property is zoned C-3 (Retail Commercial), and the General Plan Designation is Central Business District. The Hoyt House is a two-story late Victorian-Colonial Revival home that was constructed in 1912-1913 and was the home to Hazel Hoyt who was a long-life public servant in the City of Tulare. Hoyt was the first female city clerk in the city. The Hoyt House is one of few last remaining two-story Victorian-Colonial Revival residences in Tulare. The Hoyt House has been operating as a restaurant since 1995.
- T29A Convair Airplane. 240 North L Street (176-121-025). The subject property is zoned C-3 (Retail Commercial), and the General Plan Designation is Central Business District. The T29A Convair is regarded as a significant piece of aviation history, used as a “Flying Classroom” for USAF and USN servicemembers training throughout the Cold War. The “airplane on L Street” is one of two known surviving T29A Convairs and is the first of its kind eatery in the city of Tulare. It was first built in 1951 and was moved to 240 North L Street in 2003 to operate as a restaurant.
- B-17 Bomber. Currently at Mefford Field Airport (191-100-018). The subject property is zoned M-2 (Heavy Industrial), and the General Plan Designation is Service Commercial. The B-17G Bomber at Mefford Field honors Veterans from WWII. It was first built in 1945 in Burbank, California. The bomber holds a unique dual military and local historical significance. She is the last surviving B-17 used in the “Operation Crossroads” atomic testing, and a later date, she was flown to Tulare, piloted by Tulare’s military hero, General Maurice Preston. With its location alongside Highway 99 at the southern end of town, the Flying Fortress has welcomed millions of passersby to the city of Tulare since 1958.
- F-4 Phantom Jet. Currently at Mefford Field Airport (191-100-018). The subject property is zoned M-2 (Heavy Industrial), and the General Plan Designation is Service Commercial. The F-4

Phantom jet at Mefford Field honors Veterans from the Vietnam war. The F-4 Phantom Jet was first commissioned in 1966. It never saw combat but was used in the United States Air Force for 20 years and used in many military bases around the world which included the United Kingdom, Spain, and Libya. With its location alongside Highway 99 at the southern end of town, the Phantom has welcomed millions of passersby to the city of Tulare since 1994.

Section 10.38 of the updated City of Tulare Zoning Ordinance includes standards to preserve, promote, and enhance the Historic-Cultural Landmarks and designated historic districts of the city for the educational, cultural, economic, and general welfare of the public. The purpose of the zone amendments would be to designate the aforementioned buildings and objects as local Historic-Cultural Landmarks and apply the Historic-Cultural Landmark Overlay Zone to the properties or objects.

Once a building, structure, object, site, or district is designated as a Historic-Cultural Landmark it will enable the Historic-Cultural Landmarks Advisory Committee, the Planning Commission, and the City Council, to work with property owners and the community to protect and review changes to these local landmarks and districts which have a distinctive character or a special historic, architectural, aesthetic or cultural value to this City, State, and nation. This would assist in implementing the Tulare General Plan's goals and vision with respect to the following:

- To continue to safeguard the heritage of this city by preserving and regulating its historic buildings, structures, objects, sites, and districts which reflect elements of the City's historic, cultural, social, economic, political and architectural history.
- To continue to preserve and enhance the environmental quality and safety of these landmarks and districts.
- To continue to establish, stabilize and improve property values and to foster economic development.

At its December 8, 2025 meeting, the City of Tulare Planning Commission voted 3-0 to recommend designation of these buildings and objects as Historic-Cultural Landmarks due to architectural significance, as well as the important role the landmarks have played in the history and cultural heritage of the United States of America, as well as Tulare's own history.

At the January 20, 2026 City Council meeting, the public hearing was opened and continued to February 3, 2026 where the ordinance was introduced and passed-to-print.

FISCAL IMPACT & FUNDING SOURCES

There is no fiscal impact associated with this action.

ENVIRONMENTAL REVIEW

This action does not constitute a "project" pursuant to the California Environmental Quality Act (CEQA).

POTENTIAL CONFLICT OF INTEREST

Councilmember Mederos owns real property within 1,000 feet from the Hoyt House and the T29A Convair Airplane.

LEGAL REVIEW

This item does not require legal review.

PUBLIC NOTICE

This item does not require a public hearing and was noticed as a part of the agenda.

ALTERNATIVE ACTION

1. Approve with changes
2. Deny
3. Table

If an ordinance is not approved, the Tulare Veterans Memorial Building, Hoyt House, T29A Convair Airplane, B-17 Bomber, and F-4 Phantom Jet would not be designated as local Tulare Historical-Cultural Landmarks.

ATTACHMENTS

1. Ordinance 2026-01

Reviewed/Approved: 

ORDINANCE 2026-01

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TULARE AMENDING THE ZONING MAP OF THE CITY BEING A PART OF THE SECTION 10.06.04 OF SAID CODE ZONE AMENDMENTS NOS. 766, 767, 768, 769, AND 770

WHEREAS, the Tulare City Council finds that this application is necessary to achieve the objectives of the Zoning Title prescribed in Section 10.02.02 of the Tulare City Code; and

WHEREAS, the Tulare City Council finds that these zone amendments are in conformance with the adopted General Plan for the City of Tulare; and

WHEREAS, the Tulare City Council finds that the request will not be detrimental to the public interest, health, safety, convenience or welfare of the City; and

WHEREAS, the proposed zone amendments are exempt from Environmental Review under the California Environmental Quality Act (CEQA), pursuant to Section 15183.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Tulare as follows:

SECTION 1. The Zoning Map of the City of Tulare as referred to in Section 10.06.04 of the City Code of the City of Tulare, and as enacted, being made a part of the Zoning title of said Code in Section 10.06.04', thereof, the subject property portion of said map, being attached hereto, is hereby amended as follows:

Amend the zoning map designation for said property from the PL (Public Lands) zoning designation to the PL(H) (Public Lands, Historic-Cultural Landmark Overlay) zoning designation (APN 177-200-005) located on the southwest corner of Tulare Avenue and Mountain View Street, as set forth more specifically on said map.

Amend the zoning map designation for said property from the C-3 (Retail Commercial) zoning designation to the C-3(H) (Retail Commercial, Historic-Cultural Landmark Overlay) zoning designation (APN 176-112-006) located on the west side of 'L' Street, between San Joaquin Avenue and King Avenue, as set forth more specifically on said map.

Amend the zoning map designation for said property from the C-3 (Retail Commercial) zoning designation to the C-3(H) (Retail Commercial, Historic-Cultural Landmark Overlay) zoning designation (APN 176-121-025) located on the east side of 'L' Street, between San Joaquin Avenue and King Avenue, as set forth more specifically on said map.

Amend the zoning map designation for said property from the M-2 (Heavy Industrial) zoning designation to the M-2(H) (Heavy Industrial, Historic-Cultural Landmark Overlay) zoning designation (APN 191-100-018) located on the northwest corner of Tex Drive and Avenue 200, as set forth more specifically on said map.

SECTION 2. All ordinances and parts of ordinances in conflict herewith are hereby repealed.

SECTION 3. If any section, subsection, sentence, clause, or phrase of this ordinance is, for any reason, held to be invalid or unconstitutional, such decision shall not affect the validity of the other remaining portions of this ordinance. The City Council hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause, or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared invalid or unconstitutional.

SECTION 4. Pursuant to Section 15 of the Charter of the City of Tulare, it is ordered that a summary of this ordinance be issued in a daily newspaper of general circulation in the City of Tulare for one day and that the ordinance be available in at least one public place at the City offices. This ordinance shall be in full force and effect 30 days from and after the date of its adoption.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Tulare this 17th day of February 2026, by the following vote:

Ayes:
Noes:
Absent:
Abstain:

Patrick Isherwood, President of the Council
and Ex-Officio Mayor

ATTEST:

Marc Mondell, City Clerk

By Melissa Wilcox, Chief Deputy City Clerk

The presence of an electronic signature certifies that the foregoing is a true and correct copy as approved by the Tulare City Council.

Passed to Print: 2/3/2026

Published:

Effective:



Staff Report

Meeting: City Council

Date: February 17, 2026

Department: Economic Development & Redevelopment

Submitted by: Jennifer Gomez, Executive Director of Economic Development & Redevelopment

Agenda Title: Economic Development Updates

RECOMMENDED ACTION

Receive an update on economic development activities.

SUMMARY

Attached is the January 2026 Economic Development Bulletin identifying activities and projects that took place in the previous month highlighting four elements of economic development.

- Building permits issued pertaining to residential and commercial improvements along with the total value of those improvements
- Business licenses that were issued for either new businesses, change of ownership, or businesses that failed to have a business license previously
- Active projects that will have a sizeable impact on economic development
- Site Plan Review projects that have been submitted to the City that could positively address commercial and residential needs

This is an informational item only and does not require any action by the City Council.

FISCAL IMPACT & FUNDING SOURCES

There is no fiscal impact associated with this action.

ENVIRONMENTAL REVIEW

This action does not constitute a "project" pursuant to the California Environmental Quality Act (CEQA).

POTENTIAL CONFLICT OF INTEREST

Staff is not aware of any conflicts of interest.

LEGAL REVIEW

This item does not require legal review.

PUBLIC NOTICE

This item does not require a public hearing and was noticed as a part of the agenda.

ALTERNATIVE ACTION

1. Approve with changes
2. Deny
3. Table

ATTACHMENTS

1. January 2026 Economic Development Bulletin

Reviewed/Approved: 

The Economic Development BULLETIN

↘ Building Permits

130 Building Permits - Total Valuation \$10,973,316.00

Residential Single Family, Accessory/Alterations/Additions, Re-Roof, Photovoltaic, Patio/Porch/Carport, Pool/Spa/Water Feature, Multifamily	Commercial New, Alterations/Additions, Tenant Improvements, Site Improvements, Signage
120	10

↘ Net New Business Licenses

18 New Businesses

Business	Address
Professional Team Logo Crafts	320 N. Highland St.
Sierra Trading LLC	254 N. L St.
Re-Vive Tan and Spa	1449 E. Prosperity Ave.
Ontiveros Concrete	12555 Colony Ave.

Mineral King Publishing Inc.	425 E. Kern Ave.
Limon Smog & Auto Service	1323 S. Blackstone St.
Venda Produce	265 S. West St.
Affordable Roadside Assistance	435 N. N St.
Pro Tax Solution LLC	588 E. Kern Ave.
Dream Big Children's Center	1206 South O St.
Nicky's Collection	330 W. Inyo Ave.
Lialys Beauty Bar	1028 N. Cherry St.
JG's Mobile Detailing	2611 W. Alpine Ave.
Tulare Palms	1420 E. Coelho
James C Ma DDS	125 N. N St.
Taqueria Pericos	330 W. Inyo Ave.
Betan Master	472 W. Allstar Ave.
PowerCa Action	209 North N St.



Active Projects

Status of Active Projects

Project Title & Description	Address
International Agri-Center Way Interchange Construction 80% Completed Anticipated Completion April/May 2026	Hwy 99 & International Agri-Center Way

<p>International Agri-Center Way Extension Design Phase - 100% Environmental Phase</p>	<p>Connecting Laspina St. to Turner Dr.</p>
<p>Wild Oak Single Family Residential - 83 lots Under Construction - nearing completion</p>	<p>W. Pleasant Ave. btw La Dawna St. & Alpha St.</p>
<p>Santa Fe Trail Residential Multi-Family Residential - 40 units Building permits issued</p>	<p>North M Street & Santa Fe Trail</p>
<p>Ginder Apartments Multi-Family Residential - 216 units Plans approved</p>	<p>N. Retherford btw E. Cartmill Ave. & E. Corvina Ave.</p>
<p>Glass Avenue Mutli-Family Residential - 54 units Under construction</p>	<p>N. Retherford btw E. Cartmill Ave. & E. Corvina Ave.</p>
<p>Villas @ Sierra Ranch Single Family Residential - 90 lots Under Construction</p>	<p>N. Retherford btw E. Corvina Ave. & E. Leland Ave.</p>
<p>Sorrento Single Family Residential - 132 lots Under construction</p>	<p>SW Corner of Mooney Blvd. & Cartmill Ave.</p>
<p>KCOK 4, 6, 7 Single Family Residential - 95 lots Under construction</p>	<p>Morrison St. btw Prosperity Ave. & Castlerock Ave.</p>
<p>KCOK 5 & 9 Single Family Residential - 88 lots Under construction - nearing completion</p>	<p>Morrison St. btw Castlerock Ave. & Seminole Ave.</p>
<p>Caltrans: Hwy 99 Widening Project & Paige Ave. Interchange Design Phase - 30%</p>	

<p>Farrar 2, 3, & 4 Single Family Residential - 257 lots Under construction</p>	<p>Morrison St. btw Seminole Ave. & Pine Valley Ave.</p>
<p>Fulton Estates Single Family Residential - 183 lots Under construction</p>	<p>SW Corner of Tulare Ave. & Rd. 124</p>
<p>Hidden Ridge Single Family Residential - 30 lots Under construction</p>	<p>Bardsley Ave. btw Mammoth St. & Morrison St.</p>
<p>Mission Creek Single Family Residential - 273 lots Under construction</p>	<p>SW Corner of Bardsley Ave. & Rd. 124</p>
<p>Cottonwood 3 Single Family Residential - 86 lots Under construction</p>	<p>SE Corner of Foster Dr. & Mooney Blvd.</p>
<p>Maverik Travel Center Under Construction Opening approximately Summer 2026</p>	<p>SE Corner of Hwy 99 & Cartmill Ave.</p>
<p>Chick-fil-A Under Construction Opening approximately Summer 2026</p>	<p>SE Corner of Hwy 99 & Cartmill Ave.</p>
<p>Sequoia Marketplace</p> <ul style="list-style-type: none"> ● Chipotle - under construction ● Carwash - building permits issued ● Service Station - building permits issued 	<p>NE Corner of Mooney Blvd. & Bardsley Ave.</p>
<p>iONNA EV Permits issued to construct charging stations.</p>	<p>621 E. Prosperity Avenue</p>
<p>Fernandes Subdivision Single Family Residential - 120 lots Tentative Subdivision Map Approved</p>	<p>NE Corner of Paige Ave. & E Street</p>

<p>Hwy 99 Water Crossing Environmental phase</p>	<p>Near intersection of Washington Ave. & Gem Street on the west side of Hwy 99 and extend east to Corvina Ave. alignment west of Retherford Street</p>
<p>F&C Farming Single Family Residential - 543 lots Under construction</p>	<p>SW Corner of Prosperity Ave. & Oakmore Road</p>
<p>Sam's Foods Supermarket Remodel of former R-N Market Building permits issued</p>	<p>1043 E. Bardsley Avenue</p>
<p>Corvina Apartments Mixed Use - 8 duplexes & commercial Overlay Zone Approved</p>	<p>SW Corner of Corvina Ave. & Hillman St.</p>
<p>Santa Fe West Single Family Residential - 171 lots Tentative Map Approved</p>	<p>SE Corner of Zumwalt & E Street</p>
<p>Valov Single Family Residential - 160 lots Improvement Plans Approved</p>	<p>North of Paige Ave. & East of E St.</p>
<p>Lekkerkerker Single Family Residential - 228 lots Improvement Plans Approved</p>	<p>NE Corner of Paige Ave. & Pratt St.</p>



Site Plan Review

Preliminary Site Plan Review Applications

Project Title & Description	Address
<p>American Travel Plaza Gas station and 2 commercial buildings</p>	<p>900 Industrial Ave.</p>

Family Healthcare Network
Dental Clinic

SE corner Cherry St. & Merritt Ave.

For any inquires on these projects, please reach out to:

Jennifer Gomez, MPA

Executive Director of Economic Development & Redevelopment

jgomez@tulare.ca.gov

559.684.4230 | C: 559.309.4726

425 East Kern Avenue, Tulare, CA 93274



Staff Report

Meeting: City Council

Date: February 17, 2026

Department: Community Services - Parks

Submitted by: Chris Orr, Community Services Director

Agenda Title: Landscape Maintenance Contractor Agreement Extension

RECOMMENDED ACTION

Authorize the City Manager, or designee, to execute the First Amendment to the Professional Landscape Maintenance Contractor agreement with BrightView Landscape Services, Inc. (Routes A and C); and execute the First Amendment to the Professional Landscape Maintenance Contractor agreement with Perfect Care Landscape & Maintenance (Routes B, D, E, and F).

SUMMARY

On December 19, 2023, the City of Tulare (“City”) entered into a Professional Landscape Maintenance Contractor Agreement (“Agreement”) with BrightView Landscape Services, Inc. (“Contractor”) and Perfect Care Landscape & Maintenance (“Contractor”). The Agreement was approved by the City Council on December 19, 2023, for an initial two-year term beginning February 1, 2024, with the option to renew for up to three (3) additional one-year terms. The initial term of the Agreement expired on January 30, 2026, and staff desires to extend the term of the Agreement.

FISCAL IMPACT & FUNDING SOURCES

Funds are currently budgeted for this fiscal year.

ENVIRONMENTAL REVIEW

This action does not constitute a “project” pursuant to the California Environmental Quality Act (CEQA)

POTENTIAL CONFLICT OF INTEREST

Staff are not aware of any conflicts of interest.

LEGAL REVIEW

The original agreement was reviewed by Council in 2023.

PUBLIC NOTICE

This item does not require a public hearing and was noticed as a part of the agenda.

ALTERNATIVE ACTION

1. Approve with changes
2. Deny
3. Table

ATTACHMENTS

1. First amendment to the agreement between the City of Tulare and Perfect Care Landscape & Maintenance for Routes A and C
2. First amendment to the agreement between the City of Tulare and BrightView Landscape Services, Inc. for Routes B, D, E, and F

Reviewed/Approved: 

**FIRST AMENDMENT TO THE PROFESSIONAL LANDSCAPE MAINTENANCE
CONTRACTOR AGREEMENT BETWEEN THE CITY OF TULARE AND
BRIGHTVIEW LANDSCAPE SERVICES, INC. FOR ROUTE A**

A. On February 1, 2024, the City of Tulare (“City”) entered into a Professional Landscape Maintenance Contractor Agreement (“Agreement”) with BrightView Landscape Services, Inc (“Contractor”) for Route A.

B. The City desires modifications to the Agreement.

C. “Parties” shall refer to the City and Contractor collectively.

D. Section 3 of the Agreement was intended to provide for the automatic renewal of the Agreement, consistent with past practice, but the Agreement’s language was unclear. Section 3 is hereby replaced with the following:

3. TERM OF AGREEMENT. The initial term of this Agreement shall be two years, from February 1, 2024 through January 30, 2026. This Agreement shall automatically renew for three (3) additional one-year (1) terms, unless prior written notice is given by one of the Parties, at least thirty (30) days in advance of Agreement expiration. Notice shall be provided as prescribed in Section 18 of this Agreement.

E. All other terms and conditions remain unchanged. It is the intention of the Parties that except for the changes explicitly listed above, all other terms and conditions of the Agreement and any other Exhibits, Attachments or Addenda thereto shall remain in full force and effect.

NOW, THEREFORE, the Parties have executed this Amendment as of February 17, 2026.

BRIGHTVIEW LANDSCAPE SERVICES, INC.

CITY OF TULARE

Karine Stuimer, Senior Vice President

Marc Mondell, City Manager

APPROVED AS TO FORM

ATTEST

Mario U. Zamora, City Attorney

Marc Mondell, City Clerk
By: Melissa Wilcox
Chief Deputy City Clerk

**FIRST AMENDMENT TO THE PROFESSIONAL LANDSCAPE MAINTENANCE
CONTRACTOR AGREEMENT BETWEEN THE CITY OF TULARE AND
BRIGHTVIEW LANDSCAPE SERVICES, INC. FOR ROUTE C**

A. On February 1, 2024, the City of Tulare (“City”) entered into a Professional Landscape Maintenance Contractor Agreement (“Agreement”) with BrightView Landscape Services, Inc (“Contractor”) for Route A.

B. The City desires modifications to the Agreement.

C. “Parties” shall refer to the City and Contractor collectively.

D. Section 3 of the Agreement was intended to provide for the automatic renewal of the Agreement, consistent with past practice, but the Agreement’s language was unclear. Section 3 is hereby replaced with the following:

3. TERM OF AGREEMENT. The initial term of this Agreement shall be two years, from February 1, 2024 through January 30, 2026. This Agreement shall automatically renew for three (3) additional one-year (1) terms, unless prior written notice is given by one of the Parties, at least thirty (30) days in advance of Agreement expiration. Notice shall be provided as prescribed in Section 18 of this Agreement.

E. All other terms and conditions remain unchanged. It is the intention of the Parties that except for the changes explicitly listed above, all other terms and conditions of the Agreement and any other Exhibits, Attachments or Addenda thereto shall remain in full force and effect.

NOW, THEREFORE, the Parties have executed this Amendment as of February 17, 2026.

BRIGHTVIEW LANDSCAPE SERVICES, INC.

CITY OF TULARE

Karine Stuimer, Senior Vice President

Marc Mondell, City Manager

APPROVED AS TO FORM

ATTEST

Mario U. Zamora, City Attorney

Marc Mondell, City Clerk
By: Melissa Wilcox
Chief Deputy City Clerk

**FIRST AMENDMENT TO THE PROFESSIONAL LANDSCAPE MAINTENANCE
CONTRACTOR AGREEMENT BETWEEN THE CITY OF TULARE AND PERFECT
CARE LANDSCAPE & MAINTENANCE FOR ROUTE B**

A. On February 1, 2024, the City of Tulare (“City”) entered into a Professional Landscape Maintenance Contractor Agreement (“Agreement”) with Perfect Care Landscape & Maintenance (“Contractor”).

B. The City desires modifications to the Agreement.

C. “Parties” shall refer to the City and Contractor collectively.

D. Section 3 of the Agreement was intended to provide for the automatic renewal of the Agreement, consistent with past practice, but the Agreement’s language was unclear. Section 3 is hereby replaced with the following:

3. TERM OF AGREEMENT. The initial term of this Agreement shall be two years, from February 1, 2024 through January 30, 2026. This Agreement shall automatically renew for three (3) additional one-year (1) terms, unless prior written notice is given by one of the Parties, at least thirty (30) days in advance of Agreement expiration. Notice shall be provided as prescribed in Section 18 of this Agreement.

E. All other terms and conditions remain unchanged. It is the intention of the Parties that except for the changes explicitly listed above, all other terms and conditions of the Agreement and any other Exhibits, Attachments or Addenda thereto shall remain in full force and effect.

NOW, THEREFORE, the Parties have executed this Amendment as of February 17, 2026.

Perfect Care Landscape & Maintenance

CITY OF TULARE

Paul and Joey Cardoza

Marc Mondell, City Manager

APPROVED AS TO FORM

ATTEST

Mario U. Zamora, City Attorney

Marc Mondell, City Clerk
By: Melissa Wilcox
Chief Deputy City Clerk

**FIRST AMENDMENT TO THE PROFESSIONAL LANDSCAPE MAINTENANCE
CONTRACTOR AGREEMENT BETWEEN THE CITY OF TULARE AND PERFECT
CARE LANDSCAPE & MAINTENANCE FOR ROUTE D**

A. On February 1, 2024, the City of Tulare (“City”) entered into a Professional Landscape Maintenance Contractor Agreement (“Agreement”) with Perfect Care Landscape & Maintenance (“Contractor”).

B. The City desires modifications to the Agreement.

C. “Parties” shall refer to the City and Contractor collectively.

D. Section 3 of the Agreement was intended to provide for the automatic renewal of the Agreement, consistent with past practice, but the Agreement’s language was unclear. Section 3 is hereby replaced with the following:

3. TERM OF AGREEMENT. The initial term of this Agreement shall be two years, from February 1, 2024 through January 30, 2026. This Agreement shall automatically renew for three (3) additional one-year (1) terms, unless prior written notice is given by one of the Parties, at least thirty (30) days in advance of Agreement expiration. Notice shall be provided as prescribed in Section 18 of this Agreement.

E. All other terms and conditions remain unchanged. It is the intention of the Parties that except for the changes explicitly listed above, all other terms and conditions of the Agreement and any other Exhibits, Attachments or Addenda thereto shall remain in full force and effect.

NOW, THEREFORE, the Parties have executed this Amendment as of February 17, 2026.

Perfect Care Landscape & Maintenance

CITY OF TULARE

Paul and Joey Cardoza

Marc Mondell, City Manager

APPROVED AS TO FORM

ATTEST

Mario U. Zamora, City Attorney

Marc Mondell, City Clerk
By: Melissa Wilcox
Chief Deputy City Clerk

**FIRST AMENDMENT TO THE PROFESSIONAL LANDSCAPE MAINTENANCE
CONTRACTOR AGREEMENT BETWEEN THE CITY OF TULARE AND PERFECT
CARE LANDSCAPE & MAINTENANCE FOR ROUTE E**

A. On February 1, 2024, the City of Tulare (“City”) entered into a Professional Landscape Maintenance Contractor Agreement (“Agreement”) with Perfect Care Landscape & Maintenance (“Contractor”).

B. The City desires modifications to the Agreement.

C. “Parties” shall refer to the City and Contractor collectively.

D. Section 3 of the Agreement was intended to provide for the automatic renewal of the Agreement, consistent with past practice, but the Agreement’s language was unclear. Section 3 is hereby replaced with the following:

3. TERM OF AGREEMENT. The initial term of this Agreement shall be two years, from February 1, 2024 through January 30, 2026. This Agreement shall automatically renew for three (3) additional one-year (1) terms, unless prior written notice is given by one of the Parties, at least thirty (30) days in advance of Agreement expiration. Notice shall be provided as prescribed in Section 18 of this Agreement.

E. All other terms and conditions remain unchanged. It is the intention of the Parties that except for the changes explicitly listed above, all other terms and conditions of the Agreement and any other Exhibits, Attachments or Addenda thereto shall remain in full force and effect.

NOW, THEREFORE, the Parties have executed this Amendment as of February 17, 2026.

Perfect Care Landscape & Maintenance

CITY OF TULARE

Paul and Joey Cardoza

Marc Mondell, City Manager

APPROVED AS TO FORM

ATTEST

Mario U. Zamora, City Attorney

Marc Mondell, City Clerk
By: Melissa Wilcox
Chief Deputy City Clerk

**FIRST AMENDMENT TO THE PROFESSIONAL LANDSCAPE MAINTENANCE
CONTRACTOR AGREEMENT BETWEEN THE CITY OF TULARE AND PERFECT
CARE LANDSCAPE & MAINTENANCE FOR ROUTE F**

A. On February 1, 2024, the City of Tulare (“City”) entered into a Professional Landscape Maintenance Contractor Agreement (“Agreement”) with Perfect Care Landscape & Maintenance (“Contractor”).

B. The City desires modifications to the Agreement.

C. “Parties” shall refer to the City and Contractor collectively.

D. Section 3 of the Agreement was intended to provide for the automatic renewal of the Agreement, consistent with past practice, but the Agreement’s language was unclear. Section 3 is hereby replaced with the following:

3. TERM OF AGREEMENT. The initial term of this Agreement shall be two years, from February 1, 2024 through January 30, 2026. This Agreement shall automatically renew for three (3) additional one-year (1) terms, unless prior written notice is given by one of the Parties, at least thirty (30) days in advance of Agreement expiration. Notice shall be provided as prescribed in Section 18 of this Agreement.

E. All other terms and conditions remain unchanged. It is the intention of the Parties that except for the changes explicitly listed above, all other terms and conditions of the Agreement and any other Exhibits, Attachments or Addenda thereto shall remain in full force and effect.

NOW, THEREFORE, the Parties have executed this Amendment as of February 17, 2026.

Perfect Care Landscape & Maintenance

CITY OF TULARE

Paul and Joey Cardoza

Marc Mondell, City Manager

APPROVED AS TO FORM

ATTEST

Mario U. Zamora, City Attorney

Marc Mondell, City Clerk
By: Melissa Wilcox
Chief Deputy City Clerk



Staff Report

Meeting: City Council

Date: February 17, 2026

Department: City Manager

Submitted by: Marc Mondell, City Manager

Agenda Title: Consideration of Termination of Agreement with TCCAD

RECOMMENDED ACTION

Direct staff to proceed with consolidating fire and police dispatch operations at the Tulare Police Department; and authorize the City Manager, at the appropriate time, to issue a 90-day notice of termination of the current agreement with Tulare County Consolidated Ambulance Dispatch (TCCAD) for fire dispatch services.

SUMMARY

The City of Tulare has contracted with TCCAD for fire and emergency medical dispatch services since April 2011. The current agreement, renegotiated in October 2024, is set to expire on June 30, 2027. During the 2024 negotiations, the City requested certain revisions recommended by Matrix Consulting Group to improve efficiency and reduce call transfer times (average of 41 seconds), which can be critical in emergency response. TCCAD declined these revisions, citing its primary focus on ambulance dispatch and providing fire dispatch only as a courtesy to the City.

Since that time:

- The City has fully implemented its new 911 Computer-Aided Dispatch (CAD) system, which is performing successfully.
- The City has received \$579,150 in federal funding to upgrade and consolidate fire and police dispatch operations at the Police Department.

Section IV of the agreement allows either party to terminate with 90 days' written notice.

The consolidation of fire and police dispatch operations is expected to:

- Improve emergency response times by eliminating call transfers.
- Provide operational efficiencies and potential cost savings.
- Enhance coordination between police and fire services under one dispatch center.

Staff are awaiting funding implementation guidance from the federal government. Simultaneously, staff are planning for the necessary facility and technology upgrades, and for operational readiness. Staff anticipate a transition period of roughly one year to complete the dispatch remodel, operational testing, and final transfer of calls for service from TCCAD to the City. During this time, staff will coordinate closely with TCCAD to maintain continuity of service until the new system is live.

FISCAL IMPACT & FUNDING SOURCES

The City has secured \$579,150 in federal funding to support the consolidation project. Additional costs associated with remodeling and implementation will be addressed in future budget actions.

ENVIRONMENTAL REVIEW

This action does not constitute a "project" pursuant to the California Environmental Quality Act (CEQA).

POTENTIAL CONFLICT OF INTEREST

Staff is not aware of any conflicts of interest.

LEGAL REVIEW

This item does not require legal review.

PUBLIC NOTICE

This item does not require a public hearing and was noticed as a part of the agenda.

ALTERNATIVE ACTION

1. Approve with changes
2. Deny
3. Table

ATTACHMENTS

None

Reviewed/Approved: 



Staff Report

Meeting: City Council

Date: February 17, 2026

Department: General Services

Submitted by: Manny Correa, General Services Director

Agenda Title: Revised Emergency Shelter Operator Agreement

RECOMMENDED ACTION

Review a revised emergency shelter service agreement with Lighthouse Rescue Mission ("LRM") regarding the City's emergency shelter project for the term May 1, 2026, through April 30, 2027.

SUMMARY

On January 20, 2026, City Council reviewed the draft emergency shelter service agreement along with Exhibit A (Scope of Work, Budget, and Policies) and provided staff with several requested revisions which staff has addressed as follows:

1. Add language restricting operation of the City vehicle by licensed employees only and that the Operator shall be responsible for maintaining the vehicle in working order. (See Agreement revision 10G and 10H)
2. Add language further qualifying Operator's experience and credentials in the Recitals. (See Agreement revision Recital A)
3. Make it clear that LRM is an Independent Contractor and not operate in legal partnership with the City. (See Agreement revision Recital F)
4. Clarify how many staff members, salary, and benefits provided at what cost. (See Budget)
5. Identify the Operator fee \$300,000 and upfront provision of working capital (i.e., \$250,000 three months payroll) in the agreement. (See Agreement revision 4A)
6. Add language in the agreement that the initial guest population shall not exceed 200 individuals and will only be increased by the City Council not to exceed 400 individuals. (See revision Exhibit A (1))
7. Add a definition of Interim Housing. (See revision Exhibit A (6))
8. Add language on policy and procedure for removing guests, clarify no tenancy rights. (See revision Exhibit A (3))
9. Add language regarding sanitation and retention of personal items. Guests cannot set up a tent at the shelter. The Operator shall retain personal items upon abandonment in accordance with law and then remit them to City staff for further retention or disposal. (See revision Exhibit A (3))
10. Add language the maximum annual City contribution shall be in accord with the annual adopted budget unless otherwise approved by City Council. (See Agreement revision 4A)
11. Clarify in the agreement what the City shall pay for directly and what the City will be billed for by the Operator. (See Agreement revision 4A and Budget)

12. Replace the 75% of budget goal with the City and Operator will work in good faith to reduce costs. (See revision Exhibit A (F))
13. Clarify that the City Manager only has the authority to make reasonable increases to the insurance requirements as may be required by the City's Risk Management Association. (See Agreement revision 14H)
14. Add language that the City acknowledges the Operator is a faith-based organization and as such there may be religious activities occurring from time to time at the facility but that the Operator shall not make occupancy or use of the facility for guests contingent on their participation in said religious activities. (See Agreement revision Recital D)
15. Clarify that it is the Operator who is responsible for ordering, purchasing, picking up, and ensuring the provision of adequate dog food. (See Exhibit A (4) Unchanged)
16. Add language the parties acknowledge that the City is ultimately paying for the provision of all goods and services and may pay direct or be billed by the Operator. The parties further agree to work together to obtain such goods and services at the lowest possible cost (i.e., including donations) and therefore the party responsible for such procurement may change from time to time. (See revision Agreement 4B)

FISCAL IMPACT & FUNDING SOURCES

The General Services Department, in conjunction with City Management and the shelter's operator, may refine the preliminary budget as necessary to adjust the fiscal impact.

As presented, approval of the emergency shelter service agreement and budget will authorize allocation of up to \$2,000,000 from the City's General Fund for shelter expenses over a twelve-month period. Obligation and expenses for the first year of shelter operations will largely begin in the next fiscal year (2026) and continue into Fiscal Year 2027.

ENVIRONMENTAL REVIEW

This action does not constitute a "project" pursuant to the California Environmental Quality Act (CEQA)."

POTENTIAL CONFLICT OF INTEREST

Staff is not aware of any conflicts of interest.

LEGAL REVIEW

The City Attorney's Office reviewed the emergency shelter service agreement. The Emergency Shelter service agreement presented to the City Council is consistent with the recommendations received from the City Attorney.

PUBLIC NOTICE

This item does not require a public hearing and was noticed as a part of the agenda.

ALTERNATIVE ACTION

1. Approve with changes
2. Deny
3. Table

If the emergency shelter operator terms sheet is not ultimately approved, then City staff and the proposed primary service provider/operator Lighthouse Rescue Mission may pause planning efforts and delay the execution of a final and comprehensive shelter operator agreement and revised budget.

ATTACHMENTS

1. Emergency Shelter Service Agreement
2. Exhibit A (Scope of Work and Budget)
3. Tulare Cares Emergency Shelter Policy and Procedures

Reviewed/Approved: 

AGREEMENT TO PROVIDE EMERGENCY SHELTER SERVICES

This Agreement to Provide Emergency Shelter Services (“Agreement”) is made and entered into this 1st day of May, 2026, by and between the City of Tulare, a municipal corporation (“City”), and Lighthouse Rescue Mission, a California nonprofit corporation qualified to do business in good standing in the State of California (“Provider”).

RECITALS

- A. Provider represents to City that it has been in operation for twenty years with a focus over the past eight years in emergency homeless shelter operations.
- B. Provider represents to City that its employees, agents, and volunteers are specially trained, experienced, licensed, and competent to perform the services which will be required by this Agreement.
- C. Provider represents to City that it possesses the skill, experience, ability, background, certification, and knowledge to provide the services described in this Agreement on the terms and conditions described herein.
- D. City desires to retain Provider to render services related to the operation of the Tulare Emergency Shelter Campus (“Shelter”) located at the Hillman Health Center as set forth in this Agreement.
- E. Provider is a faith-based organization which may from time-to-time sponsor or support religious activities at the Shelter, but under no circumstances will participation by Shelter guests in such activities be mandatory or be made a condition of occupancy or use of the Shelter.
- F. City deems it desirable and necessary to use the services of Provider to provide services at the Shelter on a contract basis, as an independent contractor and that there is no actual or implied partnership therein.
- G. Performance of the services described in this Agreement will be of benefit to City and in the public interest.

NOW THEREFORE, in consideration of the mutual covenants set forth herein for such other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties hereto agree as follows:

- 1. Retention of Provider. Subject to the terms and conditions set forth herein, City retains Provider to perform the services identified in this Agreement, as an independent contractor and Provider hereby accepts this independent contractor appointment.
- 2. Scope of Services and City Responsibilities.
 - a. Provider shall perform the services (“Services”) described in Exhibit “A” – Scope of Services and Responsibilities, attached hereto and incorporated herein by this reference (“Exhibit A”). To the maximum extent possible, the terms of the body of this Agreement and Exhibit “A” shall be interpreted so they are consistent; however, if there is a direct and irreconcilable conflict between the text of this Agreement and Exhibit “A”, the text of this Agreement shall control.
 - b. City shall have the responsibilities described in Exhibit “A.”
 - c. Provider shall cooperate with City and City staff in the performance of the Services hereunder.

- d. Provider shall perform the Services hereunder in a manner consistent with the level of competency and standard of care normally observed by a person or entity practicing in Provider's profession. City has relied upon the professional skill, experience, ability, background, certification and knowledge of Provider as a material inducement to enter into this Agreement. Provider hereby agrees to provide all services under this Agreement in accordance with generally accepted professional practices, as well as the requirements of applicable federal, state and local laws, codes, ordinances and regulations in effect at the time this Agreement is executed, it being understood that acceptance of Provider's work by City shall not operate as a waiver or release. Provider shall correct any and all errors and/or omissions, which arise out of Provider's negligence or intentional misconduct, in the performance of Services upon City's request and at no cost or expense to City.
 - e. Provider shall assign only competent personnel to perform the Services hereunder. In the event that any of Provider's personnel assigned to perform services under this Agreement become unavailable, Provider shall be responsible for timely provision of adequately qualified replacements.
3. Term. The term of this Agreement shall be three (3) fiscal years, commencing on May 1, 2026, and ending on April 30, 2029, unless terminated earlier as herein provided below. This term of this Agreement may be extended upon by mutual written agreement executed by both parties.
4. Compensation.
 - a. City shall use federal, state, and local grants, as well as local General Fund Measure "Y" revenue, among other sources to disburse funds to Provider for personnel and operating expenses provided hereunder, in a sum not to exceed the budget as described in Exhibit "A" including upfront working capital and Operator fee unless otherwise approved by the City's Council during the term hereof.
 - b. City and Provider acknowledge that the City will pay for the procurement of goods and services in accord with the adopted annual budget. City and Provider further acknowledge that the City reserves the right to pay for such goods and services directly or through Provider. City and Provider agree to work in good faith to obtain such goods and services at the lowest possible cost (i.e., including donations) and therefore the party responsible for such procurement may change from time to time. Except to the extent expressly provided for herein, all other costs/expenses incurred by Provider hereunder shall be the sole responsibility and liability of Provider.
 - c. Payment by City under this Agreement shall not be deemed a waiver of errors, even if such errors were known to the City at the time of payment.
5. Method of Payment. Provider shall submit quarterly payroll reports to the City to request reimbursement. City shall pay Provider no later than sixty (60) calendar days after submitting confirmation. Provider shall submit all complete and accurate invoices for work provided by outside vendors for review by the City. The Provider shall have authorizing signature rights for incoming invoices. City shall pay vendor no later than sixty (60) calendar days after the date of submitting an invoice for completed tasks and approval of the invoice by City staff.
6. Extra Work. At any time during the term of this Agreement, City may request that Provider perform Extra Work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of the Services, but which are not included in Exhibit

“A”. Extra work will be performed on terms agreed upon in writing by Provider and City. Provider shall not perform, nor be compensated for Extra Work without prior written authorization from City.

7. Default and Termination.

- a. Default. The parties agree that each of the following shall constitute an “Event of Default” for purposes of this Agreement:
 1. Provider’s use of City funding for purposes other than in pursuit of the Services.
 2. Provider’s failure to obtain and maintain the insurance coverage required under this Agreement.
 3. Except as otherwise provided in this Agreement, the failure of Provider to punctually and properly perform any material condition, covenant, warranty, or representation contained in this Agreement including, without limitation, the following:
 - i. Any representation, warranty, or certificate given or furnished by or on behalf of Provider shall prove to be materially false as of the date of which the representation, warranty, or certification as given, or that Provider concealed or failed to disclose a material fact to City.
 - ii. Provider filing, or having filed against it, a petition of bankruptcy, insolvency, or similar law, state or federal, of filing any petition or answer seeking, consenting to, or acquiescing in any reorganization, arrangement, composition, readjustment, liquidation, dissolution or other similar relief, where such petition shall not have been vacated within fourteen (14) days;
 - iii. A receiver, trustee, or liquidator being appointed for Provider or any substantial part of Provider’s assets or properties, and not removed within fourteen (14) days;
 - iv. Provider’s failure, inability, or admission in writing of its inability to pay debts as they become due;
 - v. Provider’s failure to provide the Services set out in Exhibit A to this Agreement.
 4. Except as otherwise provided in this Agreement, the failure of City to punctually and properly perform any material condition, covenant, warranty, or representation contained in this Agreement, including, without limitation, the following:
 - i. City filing, or having filed against it, a petition of bankruptcy, insolvency, or similar law, state or federal, or filing petition or answer seeking, consenting to, or acquiescing in any reorganization, arrangement, composition, readjustment, liquidation, dissolution or other similar relief, where such petition shall not have been vacated within fourteen (14) days;
 - ii. A receiver, trustee, or liquidator being appointed for City or any substantial part of City’s assets or properties, and not removed within fourteen (14) days;
 - iii. City’s failure, inability, or admission in writing of its inability to pay debts as they become due;

- iv. Provider's failure to perform the responsibilities set out in Exhibit A to this Agreement.
 - b. **Written Notice and Cure Period.** Should either party default in the performance of this Agreement, the non-defaulting party shall provide written notice to the defaulting party of any event of default, by specifying the nature of the event or deficiency giving rise to the default, and the action required to cure the deficiency, if any action to cure is possible. The defaulting party shall have a thirty (30) day period to cure the default(s) indicated in the written notice provided by the non-defaulting party, provided however, that if such failure cannot be remedied in such time, the defaulting party shall have an additional thirty (30) days to remedy such failure so long as the defaulting party is diligently and in good faith pursuing such remedy.
 - c. **Termination for Cause.** Upon the happening of an event of default and a failure to cure said event of default within the specified time period, this Agreement may be terminated by the non-defaulting party immediately upon written notice to the defaulting party and City's obligation to disburse funds to Provider shall terminate. Upon termination for cause, City may withhold compensation due to Provider to reimburse City for any losses, damages, or expenses caused by Provider's default.
 - d. **Termination without Cause.** This Agreement may be terminated by City without cause upon thirty (30) days' written notice of termination to Provider. Upon such termination, Provider shall be entitled to compensation for Services performed up to the effective date of termination.
 - e. **Return of City Funds and Property.** Immediately upon termination hereof, Provider shall return to City any and all unearned payments and all properties and materials in the possession of Provider at the time of termination that are owned by City.
 - f. **Remedies.** In the event of any termination of this Agreement, either party may exercise any right or remedy, in law or equity, which may be available to it under this Agreement and applicable laws of the State of California. No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.
8. **On-Site Monitoring.** Authorized representatives of City shall have the right to monitor Provider's performance under this Agreement. Such monitoring may include inspection activities, review of records, and attendance at meetings. Provider shall reasonably make its facilities, books, records, reports and accounts available for City's inspection in pursuit hereof.
9. **Records, Reports, Inspection, and Audit.**
 - a. Provider shall work with City annually to prepare a yearly funding plan to refine and project personnel, operating, and other expenses as well as to identify and secure the necessary philanthropic contributions, sponsorships, and competitive and/or direct allocation grants at the state and/or federal level. Provider shall further submit recommendations and/or modifications associated with all Operations, Maintenance and Capital Budgets to City as part of City's budget process.
 - b. Provider shall maintain a payroll account with a balance not to exceed three months of anticipated payroll expenses and provide City with documentation to maintain budget records during the applicable fiscal year.
 - c. Provider shall be accountable to City for all funding disbursed by City pursuant to this

Agreement. City shall have the right at all reasonable times to inspect or perform an audit, in accordance with this Section 9, of Provider's books, records, reports, and accounts pertaining to the Services or this Agreement and for up to three (3) years after the expiration or termination of this Agreement. Provider shall maintain separate and segregated books and records for the Services using generally accepted accounting principles. Provider agrees to maintain books, records, reports, and accounts that accurately and fully show the date, amount, purpose and payee of all expenditures paid from City disbursements for not less than three (3) years after the expiration or earlier termination of the Agreement. For purposes of this Section, "books, records, reports, and accounts" include, without limitation, plans, drawings, specifications, ledgers, journals, statements, contracts/agreements, funding information, purchase orders, invoices, loan documents, correspondence, memoranda and electronically stored versions of the foregoing.

- d. All costs shall be supported by properly executed payrolls, invoices, contracts, vouchers, orders, or other accounting documents pertaining to this Agreement, and they shall be clearly identified and readily accessible.
- e. Provider, at such times and in such forms as City may require, shall furnish to City such books, records, reports, and accounts as City may reasonably request, pertaining to matters covered by this Agreement.
- f. All books, records, reports, and accounts prepared by and for Provider in the course of implementing this Agreement shall become the property of City upon expiration or termination of this Agreement. City shall have the sole right to use such materials in its discretion without further compensation to Provider. However, City's use of such books, records, reports, and accounts for other projects without the prior written authorization of Provider will be at City's sole risk. City shall indemnify and hold harmless Provider from all claims or damages arising out of any unauthorized reuse of the books, records, reports, and accounts.

10. City-Owned Vehicle Operation and Driving Records.

- a. Throughout the term of this Agreement, Provider shall designate employees and/or agents of Provider ("Provider Representative(s)") who may operate City-owned vehicles. Provider Representatives who are to operate a City-owned vehicle must maintain a valid driver's license and clean driving record, consistent with requirements applicable with to City employees. Prior to the operation of a City-owned vehicle by any Provider Representative, Provider shall provide City such documentation as required by City to verify the clean driving record of each Provider Representative.
- b. Any Provider Representative operating a City-owned vehicle shall comply with all training requirements established by City and shall adhere to all applicable City policies, procedures, and directives governing the use and operation of City-owned vehicles.
- c. A Provider Representative shall not operate City-owned vehicles until Provider receives written approval from the City authorizing such Provider Representative to operate City-owned vehicles.
- d. Provider agrees to immediately notify City in writing of any changes to a Provider Representative's license status (suspension, revocation, restrictions) or any traffic

convictions/accidents within ten (10) days of such change.

- e. Any motor vehicle accident, collision, or incident involving a City-owned vehicle operated in connection with this Agreement shall be reported to the City in writing within twenty-four (24) hours of such accident, collision, or incident, regardless of fault. Failure to comply with such reporting requirement shall constitute a material breach of this Agreement.
- f. Provider, or the Provider Representative shall bear the sole responsibility for any and all toll citations, parking violation fees, traffic fines, or other violation fees or citations incurred while operating a City-owned vehicle. Provider agrees to notify City in writing of any toll citations, parking violation fees, traffic fines, or other violation fees or citations incurred while a Provider Representative is operating a City-owned vehicle within twenty (24) hours.
- g. Provider shall maintain City-owned vehicles used by Provider in clean, working order and shall not cause excessive wear and tear to such City-owned vehicles. City shall maintain responsibility for performing maintenance work on City-owned vehicles. Provider agrees to immediately notify City in writing of any maintenance issues and shall provide such City-owned vehicle to City for maintenance upon City's request.
- h. Under no circumstances may a Shelter guest or resident be permitted to operate a City-owned vehicle. Failure to comply with such restriction shall constitute a material breach of this Agreement.

11. Licensing of Intellectual Property. This Agreement creates a non-exclusive and perpetual license for City to use, modify, or reuse any copyrights, designs, and other intellectual property embodied in plans, specifications, books, records, reports, accounts, and other documents prepared by Provider under this Agreement.

12. Confidentiality. All information and documents created by or provided to Provider in connection with this Agreement shall be held confidential by Provider and shall not be used for any purpose other than the performance of Services under this Agreement.

13. Nondiscrimination. Provider represents and warrants that it will not employ discriminatory practices in the provision of the Services, employment of personnel, or in any other respect on the basis of race, color, creed, religion, sex, sexual preference, national origin, ancestry, ethnicity, age, marital status, status as a veteran or veteran with disabilities, medical condition, or physical condition. All nondiscrimination rules or regulations required by law to be included in this Agreement and incorporated herein by this reference.

14. Insurance.

- a. Provider, at Provider's own cost, shall procure and maintain in full force and effect, for the duration of this Agreement, all policies of insurance required hereunder with an insurance company(ies) admitted by the California Insurance Commissioner to do business in the State of California and with a current A.M. Best's rating of no less than A-VII. The following policies of insurance are required.
- b. Workers' Compensation Coverage as required by the State of California, with Statutory Limits

1. Employer's Liability Insurance with minimum limits of liability of no less than One Million Dollars (\$1,000,000.00) per accident or disease.
 2. Commercial General Liability ("CGL") Coverage as broad as Insurance Services Office (ISO) CG 00 01, with minimum limits of liability of no less than Two Million Dollars (\$2,000,000.00) per occurrence, general aggregate limit of no less than Four Million Dollars (\$4,000,000.00), and Two Million Dollars (\$2,000,000) products and completed operations aggregate limit. The policy shall include a per project or per location general aggregate endorsement. If a per project/location endorsement is not available, the limit for the general aggregate shall be doubled.
 3. Automobile Liability Coverage for City-owned vehicles using ISO CA 00 01 (or equivalent), with a limit of liability no less than One Million Dollars (\$1,000,000.00) each accident for bodily injury and property damage.
- c. Provider shall be responsible for payment of any deductibles contained in any insurance policies required hereunder and Provider shall also be responsible for payment of any self-insured retentions. Any deductibles or self-insured retentions. At no time shall City be responsible for the payment of any deductibles or self-insured retentions.
 - d. All policies of insurance required hereunder shall be endorsed to provide that the coverage shall not be cancelled, non-renewed, reduced in coverage or in limits except after thirty (30) day calendar written notice has been given to City.
 - e. The CGL and Automobile Liability insurance policies shall be written on an occurrence form and shall name City and its officers, officials, agents, employees, and volunteers as additional insureds.
 - f. Provider's insurance coverage shall be primary coverage. Any insurance maintained by City shall be in excess of Provider's insurance and shall be non-contributory. The Workers' Compensation insurance policy shall contain a waiver of subrogation as to City, its officers, officials, agents, employees, and volunteers.
 - g. Provider shall furnish City with all certificate(s) and applicable endorsements effecting coverage required hereunder. All certificates and applicable endorsements are to be received and approved by City's City Manager or his/her designee. Upon request of City, Provider shall immediately furnish City with a complete copy of any insurance policy required under this Agreement, including all endorsements, with said copy certified to be a true and correct copy of the original policy.
 - h. City's City Manager or his/her designee may make reasonable increases to the insurance requirements provided for in this Section 14 provided City's City Manager or his/her designee determines that such adjustment is in City's best interest.
 - i. If Provider maintains higher limits than the minimum limits of liability provided for in this Section 13, City requires and shall be entitled to coverage for the higher minimum limits of liability maintained by Provider.
 - j. The fact that insurance is obtained by Provider shall not be deemed to release or diminish the liability of Provider including without limitation, liability under the indemnity provisions of this Agreement. The duty to indemnify City, its officers, officials, agents, employees, and volunteers, shall apply to all claims and liability regardless of whether any insurance policies

are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by Provider.

- k. If at any time during the term of this Agreement, Provider fails to maintain the required insurance in full force and effect, all work under this Agreement shall be discontinued immediately, and all payments due or that become due to Provider shall be withheld until notice is received by City that the required insurance has been restored to full force and effect and that the premiums therefore have been paid for a period satisfactory to City. Any failure to maintain the required insurance shall be an event of default under this Agreement.
 - l. If Provider should subcontract all or any portion of the Services to be performed under this Agreement, Provider shall require each subcontract to provide an indemnification and defense obligation at least as broad as Section 15 herein, and insurance protection in favor of City, its officers, officials, agents, employees, and volunteers in accordance with the terms of each paragraph of this Section 14 except that the subcontractors' certificates and endorsements shall be on file with Provider and City prior to the commencement of any work by the subcontractor.
15. Indemnification. To the fullest extent allowable by law, Provider agrees to indemnify, defend and hold harmless the City and Tulare County, its officers, officials, agents, employees and volunteers from and against all claims, demands, actions, injuries, liabilities, losses, costs or damages, direct or indirect, and any and all attorneys' fees and other expenses which City and Tulare County or its officers, officials, agents, employees, and volunteers may sustain or incur as a consequence of or are in any way related to Provider or its owners, directors, officers, managers, employees, agents and subcontractor's willful or negligent acts or omissions in the performance of the Services and Provider's responsibilities and obligations to be performed under this Agreement or its failure to perform or comply with any of its obligations or responsibilities contained in this Agreement; excluding, however, such liability, claims, losses, damages or expenses arising from City's or Tulare County's sole or active negligence or willful acts. This duty to indemnify, defend, and hold harmless shall survive termination of this Agreement.
16. Independent Contractor Status. In furnishing the Services required by this Agreement, Provider and City agree that Provider is an independent contractor and no employer/employee relationship shall in any way whatsoever be deemed to exist between Provider and City, and that any provisions in this Agreement which may appear to give City the right to direct Provider as to the details of the doing of any work to be performed by Provider hereunder, or to exercise a measure of control over said work, shall be deemed to mean, and shall mean, that Provider shall follow the desires of City in the results of the work only and not in the means whereby said work is to be accomplished, and that Provider shall use its own discretion and shall have complete and authoritative control over the work and to the details of the doing of the work. It is expressly agreed that City's exercise of inspection and control of the work being performed, as is necessary to accomplish the foregoing, shall in no case be construed as controlling the performance of the work of Provider in such a manner as to sever the independent contractor relationship.
17. Interest of Provider. Provider and its shareholders covenant and represent that they do not now have any investment or interest in real property and shall not acquire any interest, direct or indirect, in the area covered by this Agreement or any other source of income, interest in real property or investment which would be affected in any manner or degree by Provider's performance of the Services hereunder. Provider and its shareholders further covenant and represent that in the performance of the Services hereunder, to the best of its knowledge, no person having any such

interest shall perform any Services under this Agreement.

Further, Provider and its shareholders are not a designated employee within the meaning of California's Political Reform Act (FPPC Reg. Sec. 18700, *et seq.*) because Provider:

- a. will conduct research and arrive at conclusions with respect to rendition of information, advice, recommendation or counsel independent of the control and direction of City or of any City official, other than normal agreement monitoring; and
- b. possesses no authority with respect to any City decision beyond rendition of information, advice, recommendation or counsel.

18. Professional Ability of Provider. City has relied upon Provider's representations regarding its training and professional ability to perform the Services hereunder as a material inducement to enter into this Agreement. Provider shall therefore provide properly skilled personnel to perform all Services under this Agreement. The primary provider of the Services called for by this Agreement shall be Lighthouse Rescue Mission who shall not be replaced without the prior written consent of City.
19. Compliance with Laws. Provider shall use the proper standard of care in performing the Services and shall comply with all applicable federal, state and local laws, codes, ordinances and regulations in effect at the time this Agreement is executed. In addition, if the request for proposal to provide professional services which are the subject of this Agreement cites any federal or state financial assistance involved in the project for which the Services are provided, Provider shall perform all services in accordance with all applicable federal and state laws, rates and regulations in effect at the time this Agreement is executed.
20. Licenses. Provider represents and warrants to City that it has all licenses, permits, qualifications, and insurance which are legally required of Provider to lawfully and competently perform the Services. Provider represents and warrants to City that Provider shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, and insurance which are legally required of Provider to lawfully and competently perform the Services. Provider shall also maintain a City of Tulare business license at all times during the term of this Agreement.
21. Assignment and Subcontracting. Provider and City recognize that a substantial inducement to City for entering into this Agreement is the reputation, experience and competence of Provider. Assignments of any or all rights, duties or obligations of the Provider under this Agreement will be permitted only with the prior express written consent of the City, which will not be unreasonably withheld. Provider shall not subcontract any portion of the Services to be performed under this Agreement without the prior express written consent of the City, which will not be unreasonably withheld. If City consents to such subcontract, Provider shall be fully responsible to City for all acts or omissions of the subcontractor. Provider understands and agrees that all obligations and prohibitions imposed on Provider pursuant to this Agreement are equally applicable to each and every subcontractor providing services through Provider under this Agreement, and Provider shall assure that such subcontractors comply with such obligations and prohibitions. Nothing in this Agreement shall: (i) create any contractual relationship between City and subcontractor; (ii) create any obligation on the part of the City to pay or to see to the payment of any monies due to any such subcontractor; (iii) or relieve Provider of any of its obligations and responsibilities under this Agreement.

22. Attorneys' Fees, Jurisdiction, and Venue. If an action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and legal expenses, in addition to any other reasonable relief to which such party may be entitled. For purposes of this Agreement, "attorneys' fees" and "legal expenses" include, without limitation, paralegals' fees and expenses, attorneys, consultants' fees and expenses, expert witness fees and expenses, and all other expenses incurred by the prevailing party's attorneys in the course of the representation of the prevailing party. With respect to any suit, action or proceeding arising out of or related to this Agreement, or the documentation related hereto, the parties hereby submit to the jurisdiction and venue of the Superior Court for the County of Tulare, State of California for any proceeding arising hereunder.
23. Sole and Only Agreement. This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the matters set forth herein and contains all of the covenants and agreements between the parties regarding said matters. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, orally or in writing, have been made by any party or anyone acting on behalf of any party which are not embodied in this Agreement and no other agreement, statement or promise shall be valid or binding.
24. Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force and effect without being impaired or invalidated in any way.
25. Binding Effect. Upon execution of this Agreement by the parties, it shall be binding upon, and shall inure to the benefit of, all parties, and each parties' respective heirs, successors, assigns, transferees, agents, employees, and representatives.
26. Amendment. No change, amendment, or modification of this Agreement shall be valid unless the same be in writing and signed by the parties hereto.
27. Governing Law. This Agreement shall be construed and governed pursuant to the laws of the State of California.
28. Waiver. Waiver of a breach or default under this Agreement shall not constitute a continuing waiver of a subsequent breach of the same or any other provision under this Agreement. No provision of this Agreement may be waived unless in writing and signed by the parties to this Agreement. Waiver of any one provision herein shall not be deemed to be a waiver of any other provision herein.
29. Mediation. The parties agree to make a good faith attempt to resolve any disputes arising out of this Agreement through mediation prior to commencing litigation. The parties shall mutually agree upon the mediator and shall divide the costs of mediation equally. If the parties are unable to agree upon a mediator, the dispute shall be submitted to JAMS/ENDISPUTE ("JAMS") or its successor in interest. JAMS shall provide the parties with the names of five qualified mediators. Each party shall have the option to strike two of the five mediators selected by JAMS and thereafter the mediator remaining shall hear the dispute. If the dispute remains unresolved after mediation, either party may commence litigation.
30. Prohibited Interests. Provider maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Provider, to solicit or secure this Agreement. Further, Provider warrants that it has not paid nor has it agreed to pay any

company or person, other than a bona fide employee working solely for Provider, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or result from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

- 31. Authority to Enter Agreement. Provider has all requisite power and authority to conduct its business and to execute, deliver and perform the Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective party.
- 32. Notice. Except as otherwise expressly provided herein, any notice, consent, authorization or other communication to be given hereunder shall be in writing and shall be deemed duly given and received when delivered personally, when transmitted by facsimile or e-mail if receipt is acknowledged by the addressee, one business day after being deposited for next-day delivery with a nationally recognized overnight delivery service, or three business days after being mailed by first class mail, charges and postage prepaid, property addressed to the party to receive such notice at the last address furnished for such purpose by the party to whom notice is directed and addressed as follows:

Marc Mondell
City of Tulare
411 East Kern Ave
Tulare, CA 93274

Lighthouse Rescue Mission

- 33. Headings. The section headings in this Agreement are for convenience and reference only and shall not be construed or held in any way to explain, modify or add to the interpretation or meaning of the provisions of this Agreement.
- 34. Counterparts. This Agreement may be executed in counterparts, each of which when executed and delivered will be deemed an original, and all of which together will constitute one instrument. The execution of this Agreement by any party hereto will not become effective until counterparts hereof have been executed by each of the parties hereto.
- 35. Interpretation. The parties acknowledge that this Agreement in its final form is the result of the combined efforts of the parties and that, should any provision of this Agreement be found to be ambiguous in any way, such ambiguity shall not be resolved by construing this Agreement in favor of, or against any party, but rather by construing the terms in accordance with their generally accepted meaning.

Attachments: Exhibit "A" – Scope of Services and Responsibilities

IN WITNESS WHEREOF, the parties have executed this Agreement effective on the day and in the year first set forth above.

CITY OF TULARE

LIGHTHOUSE RESCUE MISSION

By: _____
MARC MONDELL
City Manager

By: _____

Name: _____

ATTEST

Title: _____

By: _____
MELISSA WILCOX
Chief Deputy City Clerk

APPROVED AS TO FORM

By: _____
MARIO U. ZAMORA
City Attorney

EXHIBIT “A”

SCOPE OF SERVICES AND RESPONSIBILITIES

This Exhibit “A” outlines the services to be performed by Lighthouse Rescue Mission (“Provider”) and the responsibilities of the City of Tulare (“City”) for the operation of the Tulare Emergency Shelter Campus located at the Hillman Health Center (“Shelter”).

A. OVERALL SCOPE OF WORK

1. Facility Operation: Provider shall operate an up to 200-bed emergency shelter facility with congregate and non-congregate sleeping and dwelling quarters on a 24-hour, 365-day basis for eligible individuals and families experiencing homelessness. The parties acknowledge the Shelter can house up to 400 beds but that the bed count shall only increase above 200 beds by City Council approval.
2. Low-Barrier Access: Provider shall accept all individuals and families who are willing to comply with established guidelines, ensuring immediate and low-barrier access to shelter.
3. Tulare First Policy: Provider shall reserve 75% of beds (approx. 150 beds) for unhoused individuals with a tie to City, which includes registered guests of City’s temporary encampment area and current or past recipients of City’s encampment resolution funding program and those who were born in City, have family members residing in City, or graduated school in City. The remaining 25% (up to 50 beds) shall be reserved for unhoused individuals with a tie to Tulare County. Individuals with no ties to either City or Tulare of Tulare will be referred elsewhere.
4. Guest Intake and Assessment: Provider will establish a universal intake process for all prospective guests of the Shelter, which will include a separate plan with the County of Tulare to fulfill referral and occupancy requirements. This universal intake process shall include performing assessments like the VI-SPDAT and an Individual Goals Identification Tool (IGIT) for each guest within seventy-two (72) hours of enrollment, in ninety (90) day increments, and upon discharge to understand their needs and create a plan. All assessment data, except the VI-SPDAT which is maintained in the regional HMIS, will be kept in a central database maintained by Provider. Additional and/or supplemental assessments may also be performed by other partners engaging Shelter guests in the field and/or within the Shelter.
5. On-Site Services and Programming: Provider shall design and implement a range of on-site services for all guests, including but not limited to:
 - a. Intake, Registration, and Needs Assessment.
 - b. Case Management for social, medical, and behavioral health services.
 - c. Life Skills and Peer Support.
 - d. Housing Navigation services to facilitate exits to interim or permanent housing.
6. Interim Housing: Provider shall manage, by referral, sixteen (16) 350 sq. ft. modular units on the Shelter premises intended for interim housing for specific guest populations, such as families or those with identified behavioral health needs who are working with a case manager. Interim Housing is defined as a temporary, low-barrier, and supportive bridge solution designed to quickly move people from street homelessness into stable, short-term housing while they wait for permanent housing.

7. On-Site/Off-Site Services. Provider shall establish informal and formal relationships independently or through City with other organizations, including public agencies and for-profit entities, to provide on-site and/or off-site services and clinical care for Shelter guests.

B. GUEST PARTICIPATION LEVELS

Provider shall manage dwelling quarters and amenities based on three voluntary participation levels:

1. Entry Level: This is the low-barrier entry point. Guests who agree to basic rules will be admitted with their vehicle, pet, and personal items and shall have access to all basic services (meals, showers, security, etc.). Guests in the “Entry Level” will be free to come and go as they please, but will only be provided meals if present at established times.
2. Participation Level: Guests who voluntarily participate in programs may receive additional benefits like increased privacy or personal space in exchange for voluntary part-time assistance with property maintenance, gardening, or other duties.
3. Recovery Level: Guests who graduate from the Participation Level may receive further benefits, such as private quarters, in exchange for voluntary participation in off-premises paid part-time job placements with the City or partner businesses.

Provider has the authority to place a Shelter guest into any level of residency based on their need, aptitude, and availability assuming voluntary agreements. Provider shall prepare an operations plan and related policies and procedures for approval by City and the County of Tulare. Provider shall also prepare a personal hygiene and supply plan along with related policies and procedures for approval by City.

C. DIVISION OF RESPONSIBILITIES

The following outlines the specific responsibilities of Provider and City.

1. Food Services

- City Responsibilities:
 - Process invoices from Provider and other food service contractors.
 - Secure and manage partnerships and donations for food service.
 - Coordinate the delivery of large shipments of supplemental dry goods, fresh fruits, vegetables, and dairy products as donations.
 - Establish services to transport food donations from third-party providers to the Shelter.
 - Purchase and maintain all kitchen equipment, including replacements or substantial repairs.
- Provider Responsibilities:
 - Staff, train, and operate a food service team to provide two (2) warm meals daily for up to 200 guests, plus snacks and beverages.
 - Order and stock all food and kitchen supplies and organize all donations.
 - Clean and maintain all food storage areas, kitchen equipment, and supplies.

2. Maintenance and Utilities

- City Responsibilities:
 - Perform capital maintenance to all buildings and physical amenities (e.g., roofs, fixed equipment).
 - Manage exterior landscaping and fencing.
 - Handle off-campus waste removal and pest control.
 - Pay for water and sewer utilities.
 - Manage laundry services for bedding, towels, and participant laundry.
- Provider Responsibilities:
 - Conduct minor repairs for all equipment and facilities, including painting.
 - Pressure wash walkways and common guest areas.
 - Replace air filters and lighting as needed.
 - Set up and pay for all other utilities, including electricity.
 - Conduct oversight of guest usage of laundry room, stock and provision laundry detergent and other supplies.
 - Perform maintenance of all washing machines and dryers.

3. Security, Safety, Guest Removal, and Sanitation

- City Responsibilities:
 - Establish services to assist in transporting individuals experiencing homelessness along with their animals and personal items to the Shelter.
 - Provide walkthroughs and potentially a stationed team of plain-clothes police officers to build trust and maintain order.
 - Provide staffing support from the General Services Department for emergency and safety planning.
 - Plan, install, and assist with the maintenance of the security system, including cameras, metal detectors, and lighting.
- Provider Responsibilities:
 - Develop and implement a comprehensive safety plan for guests and all on-site personnel.
 - Establish a policy clarifying that guests do not have tenancy rights and outlining the procedure for removal and appeal therein.
 - Establish a policy outlining expectations regarding guest sanitation and storage of personal items.
 - Upon guest abandonment of personal items the Provider shall retain such items in accord with State law and then contact City personnel for disposal.

4. Animal Control

- City Responsibilities:
 - Source and manage the provision of limited veterinary services (e.g., spay/neuter, vaccinations) for guests' dogs.
- Provider Responsibilities:
 - Source and maintain an appropriate amount of food, equipment, and cleaning supplies for guests' dogs.
 - Oversee and clean the individual portable kennels and the dedicated dog space daily.
 - Manage adherence to all pet-related protocols among guests, including a limit of one pet per guest.

5. Financial Management

- City Responsibilities:
 - Create the operating budget and funding plan.
 - Review and process all invoices.
 - Serve as the grants administrator for all competitive and/or direct allocation state and federal awards.
 - Identify and secure philanthropic contributions and grant funding.
 - Prepare monthly expenditure and reconciliation reports for City Management and City Council.
- Provider Responsibilities:
 - Assist with the development of the annual operating budget and funding plan.
 - Prepare complete and accurate invoice packages.
 - Prepare and submit payroll statements on a monthly basis.
 - Maintain a payroll account with a balance not to exceed one-and-one-half months of anticipated payroll expenses.
 - Leverage staff to develop and implement a financial management plan and accounting approach for personnel and operating expenses.
 - Identify and secure sponsors, donations, and other in-kind contributions.

D. STAFFING AND TRAINING

1. Staffing Plan: Provider shall prepare and implement a staffing plan to operate the Shelter safely and achieve an adequate guest-to-employee ratio, which may include full and part-time positions in accord with the adopted budget. Provider's staffing plan must achieve a reasonable and adequate ratio of guests to employees during business hours, 8:00 A.M. to 5:00 P.M., Monday through Friday.
2. Training: Provider shall develop and implement a comprehensive training plan for all board members and staff covering topics including, but not limited to: Housing First, Trauma-Informed

Care, Low-Barrier Shelter Model, Motivational Interviewing, Harm Reduction, Mental Health First Aid, Conflict Resolution and de-escalation, and NARCAN administration.

3. Assessments: Provider's board members and staff shall assess and improve practices and outcomes within existing services as necessary and feasible. Provider shall review and complete assessments and action plans from National Alliance to End Homelessness on subjects including, but not limited to, the role of emergency shelter in the crisis response system, diversion, and the adoption of housing first approach. Upon completion of such assessments, Provider shall provide a copy of such assessments to City, along with a written debrief on any changes to existing services and/or performance improvements.

E. COORDINATION AND REPORTING

1. Continuum of Care (CoC): Provider will maintain partner status with the Tulare-Kings CoC, receive referrals through the Coordinated Entry System (CES), and ensure appropriate data entry into the region's Homeless Management Information System (HMIS).
2. County Coordination: Provider will participate in the Tulare County Homelessness Task Force and develop a coordination plan with the County's "Community Coordination Team" to link guests with benefits and services like MediCal, CalFresh, and behavioral health care.
3. Reporting: Provider will conduct a biannual report to City's City Council on operations and outcomes.

F. MISSION AND OUTCOMES

Provider will adhere to City's mission for the shelter and work to achieve the following key measurable outcomes:

- **Reduction in Homelessness**: A year-to-year reduction in the number of homeless/unsheltered individuals living in the City by way of Point-In-Time Count results.
- **Access to Meals**: Daily access to two (2) nutritional meals, an assortment of snacks, and drinks for all guests.
- **Housing Exits**: 25% or more of all guests each year will exit to interim or permanent housing.
- **Returns to Homelessness**: 25% or less of all guest exits in a given year will involve a return to an unsheltered living situation.
- **Service Engagement**: 60% or more of all guests each year achieve enrollment in the CES and participate in case management. 30% or more of all guests utilize available social or healthcare services.
- **Safety**: The number of involuntary exits due to rule violations equals less than 20% of the total number of guests annually.
- **Expenditures**: Provider will work in good faith to annually reduce costs as possible.
- **Community Support**: Surveys of community stakeholders and guests will indicate an approval rating of over 50% of all respondents.

Emergency Services

Purpose & Scope

The purpose of the Management, Operations and Public Safety Plan (MOPSP) is to advise The City of Tulare on a best practice model for operation of a Year-Round Tulare Cares Emergency Shelter.

Establishing a Year-Round Emergency Shelter Program will meet critical needs amongst some of the most vulnerable people in our neighborhoods, while also addressing a pressing social issue that is deeply impacting local businesses and communities.

The Plan identifies emergency shelter services for homeless persons and best practices to maintain a safe and healthy environment for its clients and the community at large. The overall purpose of the program is to connect homeless persons to permanent housing opportunities and resources to maintain housing stability and self-sufficiency. Goals and guidelines of the Plan align to National Standards of The HEARTH Act (2009).

A. PROGRAM DESCRIPTION**1. *Population Served*****Year-Round Emergency Navigation Center Services**

The Tulare Cares Emergency Shelter, operated by Tulare Lighthouse Rescue Mission provides shelter beds to a combination of men, women and families while providing access to a range of programs and supportive services. To ensure that the shelter will meet the needs of the community in serving chronic and vulnerable homeless people, clients are admitted with minimal, “low threshold” requirements so that chronic and vulnerable homeless people can easily enter and remain in shelter until they can find permanent housing.

Those accessing the Shelter will include homeless adults with a strong tie to the contracting region. A “strong tie” means they have lived, worked, or attended school in the area, or are known by PD or contracted Outreach Agencies as a homeless person in the region.

Each new client will be screened for sex offender and active felony warrant status before admission (screening takes place prior to the arrival at the facility as part of the bed reservation system), as detailed in the “Admission Criteria and Procedures.”

All clients have access to and are encouraged to participate in all services provided. Every client is assigned a Housing Navigator at the time of intake, who will work with them to create a housing plan. All Services in the Shelter are voluntary, but as part of their enrollment with the Shelter, clients are expected to be active participants in resolving their homelessness. This expectation is clearly communicated with guests prior to their enrollment with the program.

Access to the shelter is limited to clients that are currently enrolled with the Shelter, and because all services are fully integrated within the shelter facility space, on-site services are strictly for currently enrolled clients only.

2. Program Description

The Shelter is designed to provide safety, basic needs, and access to support to move individuals out of homelessness and into permanent housing opportunities.

Access to safe shelter

The Shelter accommodates overnight sleeping arrangements for each enrolled guest, every evening. Access to the center is provided 24 hours a day, seven days/week, 365 days a year. To decrease the impact on the surrounding neighborhood, access into the facility initially must take place during regular business hours of 8:30 to 5:00 PM or via a reservation system.

Length of Stay

There is no set minimum, and the maximum length of stay is 180 days. Clients at the Shelter may stay enrolled with the program past the 180 day stay limit if they remain in good standing and stay dedicated to working their personalized Housing Plan. This extended stay may be granted through an Extension Request process overseen by each client's Housing Navigator and Program Management team. The client must complete a Request for Extension Application which, if granted, may extend their stay for an additional 30 days. Each client is assigned a Housing Navigator supporting their progress toward Housing Stabilization. The program is designed to provide this support until a housing option becomes available. However, at any time a client's enrollment may be terminated ("exited") from the shelter for safety or continual shelter violations as outlined in the "Exit and Readmission Policies." Additionally, if a client exceeds 30 days, intensified housing location and exit plan strategies will be implemented.

Consistent with national best practices and trends, the goal for length of stay should be 30 days or less. Tulare Lighthouse maintains a report that accounts for clients with length of stays exceeding 180 days and reasons why with accountability to Contracting Partners or Advisory Committees.

Sleeping Areas

Bed types consist of single beds. Each client is assigned a bed and bedding for the length of their stay. Every client is made aware upon intake that they may need to switch beds as the need requires it. The shelter is designed with three levels of care. Throughout the guests stay and in conjunction with their Housing Navigator these levels will be utilized to move each guest through the process into permanent housing.

The dorm is coed with women on one side of the shelter and men on the other. Clients are prohibited from entering any sleeping area other than the one in which they were assigned a bed.

Meals

Self-serve breakfast items will be available to guests in the morning, a light lunch and hot dinner. Snacks, such as fruit and bars are provided for all clients to pick up at the food pantry building. Meals are cooked off-site by a third-party vendor and brought on-site and served. The Lighthouse coordinates with a licensed food vendor to provide already-cooked meals which can then be served from within the facility's warming kitchen. For health and safety reasons, the recommended food service style is a pre-packaged meal that can be served quickly, which minimizes the contact others have with food surfaces.

Clients may line up to receive meals at the food pantry, unless during times of health-related outbreaks, or when serving someone who may be infirm directly at their table.

Hygiene Facilities

Hygiene facilities are provided on-site including toilets, showers, and laundry facilities. Clients are encouraged to utilize these facilities as daily resources available to them. Toiletries are provided to clients as needed as well as laundry soap for personal clothing items.

Upon completing a new enrollment intake, they will also be expected to turn in fabric items such as backpacks, blankets, and others to be laundered and/or heat-treated for pest control.

Security

The Lighthouse follows policies and procedures that promote utmost safety for clients, staff, volunteers, and the community and strives to provide an atmosphere that promotes community, stays alert for signs of conflict, and confronts behaviors before they escalate. The security plan includes a multi-faceted approach involving screening for sex offenders, convicted arsonists (if status as an arsonist is known), and individuals with open felony warrants. In addition, the facility will feature secured and separate entrances and exits, searches at entry, confiscation of harmful contraband, trained safety personnel providing around-the-clock indoor and outdoor coverage, fire alarms, video surveillance cameras, and lighting. Other program elements which support security efforts include, “no loitering” policies.

Storage

All clients have access to in-dorm and outdoor personal storage space. Each client is assigned a personal storage bin for personal valuables and is permitted to keep a limited quantity of personal effects at their bedside in either provided storage containers or lockers. Outdoor storage can also be made available to each client to store less dangerous contraband items that can be retrieved when they leave for the day. Additionally, clients may store temperature-sensitive medication in a locked refrigerator accessible only by program staff.

Housing Navigation Services

Upon entering the shelter, each client is assigned a Housing Navigator. The primary function of the Housing Navigator is to work side-by-side with the client to create a pathway toward permanent housing opportunities, with the goal of ending their homelessness within a 30-day timeframe. Additionally, the Housing Navigator provides resources and support to the client during their stay, including encouraging them to access all services provided on-site. The Housing Navigator ensures that all clients who agree

to be entered into the Coordinated Entry System are entered into the Coordinated Entry System, as the first line of housing engagement.

Together, each Housing Navigator and client completes a personalized Housing Plan which will guide their efforts toward securing permanent housing opportunities. Meeting with the client either weekly or biweekly, the Housing Navigator documents their progress towards the actions outlined in the Housing Plan.

Daytime Program Activities

As the Navigation Center is a 24-hour Year-Round Emergency Shelter Program, all clients are encouraged to stay on-site during the day and to take advantage of the on-site services provided to them during the daytime. Daytime program activities include but are not limited to, the following:

- Full access to all on-site service providers, if appropriate;
- Life skills classes and workshops;
- Indoor and outdoor recreational activities, space permitting (e.g., exercise classes; ping pong, library time)

3. Services Provided

The Emergency Shelter incorporates a combination of Basic Needs Services (“baseline services”) as well as supportive services aimed at creating pathways into housing.

The following *baseline services* are provided:

1. Housing Navigation
2. Crisis Evaluation and Mental Health Evaluation Services/Treatment
3. On-site, Centralized Intake/Assessment
4. Domestic Violence Referrals
5. Shelter Beds
6. Health Clinic or Health Clinic Partnerships
7. Transportation Assistance will be provided when available
8. On-site Security or Safety Personnel

9. Meals and Food
10. Homeless Prevention and Diversion Assistance
11. Drug and Alcohol Treatment Referrals
12. Crisis Evaluation Referrals
13. 211 referrals
14. Employment and Job Placement Resources
15. Substance Abuse Treatment Referrals
16. Laundry
17. Client Storage

In addition to the baseline services, the following services were also considered in the design and implementation of the Shelter:

1. Recreational Activities
2. Computers and Email access
3. Dog Run Area and Pet Services
4. Clothing Donations and Distribution
5. Electronic Charging Stations
6. Access to Television and Wi-Fi
7. Individual Quiet rooms/Study rooms
8. Conference Rooms
9. Community Gardens

4. Coordinated Entry System Integration

The Shelter serves as a designated “Entry Point” of the Coordinated Entry System. The Lighthouse staffing plan includes designated staff to conduct diversion screening and prevent those with other resources from entering the homeless shelter system. Additionally, the staff is trained to complete on-site Coordinated Entry Housing Needs Assessments (CEHNA), in the form of a VI-SPDAT or other similar tool. Housing Navigators assist enrolled clients obtain the vital documents necessary to move forward in their housing connection process, once matched to permanent housing opportunities by the Coordinated Entry

5. Target Goals/Expected Outcomes

The target goals and expected outcomes for the Shelter adhere to guidelines and expectations set forth by the U.S. Department of Housing and Urban Development's HEARTH Act.

The Shelter is not regarded as a singular program, as it provides support to the region's existing program continuum helping to move the system towards higher a level of system performance, a reduction in the number of persons who experience homelessness in our community and an increase in access to housing opportunities for chronically homeless individuals utilizing Year Round Emergency Shelter Program services.

Indicators for measuring effective system performance include the following key considerations:

- a. Reduction in First Time Homeless -
Are fewer people experiencing homelessness for the first time? Are only individuals who have no safe, appropriate housing option being admitted to shelter?
- b. Overall Reduction in Number of Individuals Who Experience Homelessness -
Are overall rates of homelessness declining? Is street homelessness declining? Is chronic homelessness declining?
- c. Reduction in the Length of Time Homeless
Do people stay homeless for shorter periods of time? A reasonably short length of time spent homeless indicates system and program success in rapidly re-housing persons who are homeless. It can also indicate efficiency related to turnover of beds, which is essential to meet system demand for Year-Round Emergency Shelter Programs.
- d. Successful Resolution of Housing/Homeless Crisis
Do people resolve their housing/homeless crisis successfully by maintaining/obtaining permanent housing? Are people successfully connected to community-based support?

- e. Reduction in Recidivism (subsequent return to homelessness)
 - *Are repeat occurrences of homelessness avoided or declining?*

6. Program Layout

A typical space layout for The Shelter includes the following:

Level 1 – Large Coed dorm/no walls between beds

Level 2 – Coed dorm/walls between beds

Level 3 – Coed rooms with walls on all sides

Level 4 – Tiny Homes with locking doors

- **Dining and sitting area with Indoor seating**
- **Food pantry**
- **Restrooms**
 - *Men’s, Women’s, (with showers)*
 - *Lockable shower rooms (closed for deep cleanings)*
 - *Shower areas with walk-out dressing/changing spaces*
- **Multi-purpose Rooms/Meeting Spaces**
- **Donation Room**
- **Site Administration and Operations Offices**
- **Records Storage Room**
- **Intake and Service Counter**
- **Laundry Facilities and “Hot Rooms” for pest removal**
- **Outdoor Facilities/Areas**
 - *Outdoor Common Area*
 - *Outdoor Client Storage Facility*
 - *Bike Rack Area*
 - *Dog Run*

ADMISSION CRITERIA AND PROCEDURES

Client Program Expectations

Prospective clients must be able to perform all aspects of their care and ADLs (Activities of Daily Living, including but not limited to feeding, showering, toileting, transferring onto and off their bed, dressing, ambulating, etc.), follow all program expectations, and maintain appropriate behavior with consideration for all other clients of the shelter. All clients must review, initial, and sign a copy of the "Expectations" document prior to enrollment. At intake, staff assists all clients who may have difficulty understanding or reviewing these expectations, and they are available to clients at any time. Staff will document any client who refuses to sign or is otherwise unable to make their mark

Identification Requirements

A form of official identification is required to verify identity; however, clients are not denied access to shelter services without one. In the event they do not have official identification, Housing Navigators assist clients in obtaining California ID and can provide each client with a no-cost ID voucher.

If needed, clients may receive a shelter-specific identification card upon entering the shelter that will be used for readmission during the duration of their stay. Shelter ID components include a photograph, intake date, date of birth, name, and Homeless Management Information System (HMIS) identifying information.

Screening Requirements

Tulare Cares Emergency Shelter is a low barrier facility. However, screening will take place prior to the arrival at the facility as part of the bed reservation system. Additionally, no person with any open felony warrant will be allowed to access the shelter property. The Lighthouse works cooperatively with the local police department and utilizes any available public "Warrant Check" databases to screen clients for any open warrants. Staff also utilizes the National Sex Offender Public Website (NSOPW) to screen for sex offenses across the country.

Bed Reservation System

To minimize neighborhood impact, all clients seeking to access the Emergency Shelter and services must do so through a designated Intake and Bed Reservation System. The Navigation Center Call Center will be staffed to schedule and accept new intakes Monday thru Friday, 10:00 to 4:00 PM.

New prospective clients may contact one of the agencies authorized as a point of entry into the Navigation Center. Walk-ins are welcome but there will be no guarantee of enter via this method. After the referral agency representative discusses the program with the prospective client, the representative must check bed availability on the Bed Reservation System and verify that the client meets the minimum eligibility requirements including the background check. If the Bed Reservation System indicates that an appropriate bed is available for the client, the representative from the referring agency may transport the client to the Navigation Center during the time indicated in the reservation system to complete the intake process. Clients will be screened for diversion and/or homeless prevention services, utilizing the Coordinated Entry System's Diversion and Homeless Prevention Questionnaire. If they have an alternate, habitable location where they may stay, they will be diverted from occupying a shelter bed until their resources have been exhausted.

Clients meeting eligibility requirements and background check clearance are assigned a bed reservation number (pending bed availability) and given instructions on transportation options and designated arrival time. During the reservation call, the client is assigned an intake appointment time, which they must honor for their enrollment to be completed.

In the event a client who has already enrolled with the Emergency Shelter, has exited/been exited and is seeking reenrollment, they will be directed to contact the Call Center personally, so program staff may determine eligibility status. Returning clients are not required to reenroll through a referral partner, though they may take that route if desired.

The Lighthouse provides on-site staff to track daily bed inventory and communicate daily bed vacancies with service providers through Referral Partner email blasts and/or the Coordinated Entry System. Additionally, set-aside referrals may be designated to prioritize intakes from local police and/or for emergencies or other qualified special situations, equal to 10% of the total shelter capacity.

New Clients

All new clients are screened using the phone intake system and provided a Referral Form which acts as a confirmation of reservation.

Beds are assigned based on availability and eligibility results. New clients are instructed to arrive at the designated time. Those who do not arrive at the designated time and without communicating previous arrangements will forfeit their bed for the night.

Clients are prohibited from loitering in the neighborhood surrounding the Shelter. This is part of the Operator's Good Neighbor Policy, which is strictly enforced. Failure to meet these expectations or severe violations of any other program policies could result in termination of the client's enrollment. If written into the contract, The Lighthouse can conduct regular checks each week of the surrounding neighborhood, up to a ½ mile radius in the form of outreach to enforce shelter expectations and avoid loitering and homeless congregations.

Upon arrival, clients must complete a security screening process and work with an Housing Navigator to be informed of the program expectations of the Shelter, and complete necessary intake paperwork. As part of the Health and Safety guidelines, new clients must also shower on their first night in the shelter and submit all clothing or additional bedding to be washed.

Day Leave and Returning Clients

Clients may leave the facility during the day, however, may not loiter outside. All clients must return to the Navigation Center before a 10:00 PM curfew (unless authorized by management for late entry on the basis of school, employment, etc.)

Clients arriving later than 10:00 PM for special unexpected circumstances (such as or discharge from the hospital) must communicate their anticipated arrival time with their Housing Navigator or Site Leader and receive approval for a late entry to be excused. Failure to communicate this could result in an Action Plan which could potentially result in termination, as subject to the “Readmission Policy” protocols.

Hours of Operation

The Navigation Center is open 24 hours, 365 days per year. These hours of operation will be in effect seven days per week, every week regardless of holidays or weather. Service Providers may schedule on-site services to occur at almost any time, and the service schedule is different each day. Below is a Programming Schedule that is in effect on most days for general shelter activities:

7:00 – 8:30 AM *Self Serve breakfast items provided*
10:00 AM – 12:00 PM *Dorms are closed 2 days a week (for deep cleaning)*
11:00 AM – 1:00 PM *Light Lunch served*
3:00 PM – 4:00 PM *Light snack items available*
6:00 PM – 7:30 PM *Hot Dinner served*
10:00 PM *Formal Curfew*
11:00 PM *Lights Out in Sleeping Areas (commons areas will remain open 24 hours)*

Overflow Management

7. Coordinated Service Delivery Plan

There are times that the need for shelter beds may outweigh the capacity of the Shelter, Therefore, a Coordinated Service Delivery Plan is implemented as needed, which includes coordination of the following diversion and redirection strategies:

a. Homeless Diversion

Programming for the Navigation Center includes homeless diversion screening at the point of intake to ensure that those with alternative resources will not be accessing the homeless system. If clients identify at intake that they have a viable housing alternative to the shelter, staff can provide resources to connect the client to that alternative. The Lighthouse utilizes all available resources to offer successful diversion assistance and, if they cannot provide the assistance themselves, call on other agencies within the Continuum of Care.

b. Coordination with Family Shelter Programs

As a frontline strategy, The Lighthouse works with family shelters and other agencies to redirect any families who may arrive seeking shelter at the Navigation Center.

c. Coordination with Transitional and Bridge Housing providers

The Lighthouse works with other service providers to utilize Transitional and/or Bridge Housing vacancies when available. This form of housing can be utilized by returning clients who have been matched with a housing opportunity and will soon move into permanent housing. This strategy will increase the Program's bed turnover rate as clients are successfully matched to alternate housing opportunities.

d. Coordination with other Year-Round Emergency Shelter Program providers

As more year-round shelters come online, program staff will partner with other providers and programs to redirect overflow to any additional shelter beds that may be available in the county.

8. Overflow Policies

The Bed Reservation System is designed to prevent and minimize overflow and capacity issues for the shelter. A daily bed utilization count ensures that the bed capacity will be fulfilled each evening, as the need for beds persists.

In the event of a community-wide natural disaster or in extreme weather situations deemed so by state, county, or city authority. The following option could be utilized by the Operator:

- Utilize alternative locations (e.g., gymnasiums, churches, or other partner facilities) for additional beds that may accommodate homeless without a bed reservation during inclement weather or disaster. *(Note that this option has budget implications/funding considerations for local government agencies.)*

Exit and Reenrollment

Exit Policies

Clients are considered to have exited the program when they voluntarily leave or are exited from the shelter for safety or continual shelter violations or find alternate housing.

The Lighthouse is balanced in their approach to program exits and readmission policies as it pertains to violations of the program expectations. The expectations include considerations for maintaining a safe and effective facility, safety for clients, volunteers, staff, and the surrounding neighborhood.

Violations of these expectations are documented and tallied through a notice called an Action Plan. The intent of the action plan is to discuss the

violation with the client to ensure they fully understand the expectation and why their behavior was a violation. Additionally, the client has the opportunity to create a plan to avoid further violations. Action Plans will be tallied at two distinct levels according to the severity of the behavior, with set limits to how many Action Plans a guest may have at either level before their enrollment is terminated. Severe infractions include possession of illegal drugs, violent attacks/fights, possession of weapons, etc. Infractions of this severity will typically result in an immediate exit unless management elects to offer the client entry into a final Behavioral Contract. Also, The Lighthouse maintains a zero-tolerance policy towards violence, sexual misconduct, other criminal activity, and drugs and medications used or possessed beyond the scope permitted in the program's Health Policies.

Clients who use the facility, programs, and services in violation of a specific rule are obliged to adhere to those consequences. Depending on the circumstances, the consequences of these actions may also be subject to intervention by law enforcement. In the event the client poses ongoing danger or a legitimate obvious threat to safety, Tulare Cares Emergency Shelter Program Management will coordinate with the Contracting Partner to decide if a ban from services may be the most prudent decision.

Upon exit, the client's personal items will be packed up for them to take with them when they leave. If they cannot take all their items at that time, staff will store their items for a predetermined time, based on the amount of space available (typically up to 60 days). The client will then be offered transportation off the property to the approved drop-off location of their choosing if a driver is available and it is safe to do so. In the event a client is exited who is deemed a plausible safety risk, program staff works with local law enforcement to coordinate a safe escort off the premises.

Reenrollment Procedures

When a client exits of their own volition or is exited for shelter violations, the client may contact the Call Center or an approved referring partner to screen for reenrollment eligibility after the time designated by staff. A client who leaves of their own accord and is otherwise in good standing with the program may attempt reenrollment at any time, pending bed availability.

For any client who was exited for a violation of expectations, their actual length of exit will depend not on how many times they have enrolled with the program, but on the severity of the infraction or safety violations. The program utilizes a multi-tier strategy when deciding how long a client must remain out-of-program before they be reenrolled the tiers considered when determining length of time a client will be ineligible for return are:

- *Low-Tier Exits.*
- *Mid-Tier Exits.*
- *High-Tier Exits.*
- *Critical Exits* are those infractions considered the most egregious. Incidents at this tier will be thoroughly investigated at the directors' level, and after discussion with the Contracting Partner, may result in permanent ineligibility from future services.

Housing Navigation Services Policy

Upon entering the shelter, each client is assigned a Housing Navigator. The Housing Navigator will ensure that all clients who agree and do not have other housing opportunities are entered into the Coordinated Entry System for a potential housing intervention opportunity. Together, each Housing Navigator works with the client to complete a personalized Housing Plan which will guide their efforts toward securing permanent housing opportunities. Meeting with the client either weekly or biweekly, the Housing Navigator documents their progress towards the actions outlined in their Housing Plan.

Housing Navigators assist clients in obtaining the vital documents needed to move forward in their housing connection process, once matched to permanent housing opportunities by Coordinated Entry. Additionally, Housing Navigators will work with clients to provide referrals to on-site services and any community referrals that may be helpful and necessary.

Documentation of Housing Navigation Services and Data Security Policies

The Housing Navigators keep case notes in both hard copy paper files and in the HMIS database to track every client's progress and program participation. These files are also used to track the resources and referrals given, support rendered, and any Action Plans the client may accrue. Outcomes are recorded at exit and throughout participation in the program.

Paper files are stored in a secure locked location, only accessible by necessary staff.

The Lighthouse uses HMIS as its primary database and ensures that every client completes and signs an HMIS Client Consent Form upon entry into the program. Any client who refuses consent is entered into HMIS with a simple identifier only. The Administrative Assistant works with the Housing Navigators to ensure optimum collection of all HUD Data standards as required by the HMIS system.

The Lighthouse has a policy restricting computer access records and client information to authorized staff. All staff computers, database and HMIS access require passwords by authorized users and automatic-sign-out features.

Disclosure of client information to other social service agencies may be permitted only with the client's written consent, in the form of a Release/Authorization of Information. Disclosure of records relating to clients may be released without the client's consent in certain circumstances as required by law.

Daytime Program Policies

Clients enrolled at the Shelter may, but are not required to, leave the facility during the day. However, The Shelter staff encourages all clients to stay on-site during the day and to take advantage of any on-site services and amenities available to them during the daytime. Access to the dorms may be limited during the day to encourage clients to become active participants of these

activities, and to allow staff/security to clean and secure the dorms without client traffic.

Clients can access any daytime services offered through the Shelter partner organizations and are also able to meet with their assigned Housing Navigator on a weekly basis. They also have access to activities provided by shelter staff and volunteer organizations. Clients are welcome to enjoy the Computer Lab (if included in the buildout), and designated outdoor spaces.

B. Multi-Partner Service Policies

1. *Outside Clients*

Because the design of the Shelter is fully integrated within the shelter facility, access is limited to the currently enrolled clients only. This model protects the privacy of the clients enrolled in the center and prevents additional traffic on and off the property.

Services provided by partnering agencies are coordinated specific to the Shelter and its needs. A schedule of clinics and activities held with these partners is made available to all program clients.

2. *Lead Agency Protocols*

The role of The Lighthouse is not to provide all of the supportive services offered at the Shelter, but rather to recruit and manage a group of partner agencies specialized in providing an array of supportive services beneficial to clients who are enrolled with the Program.

The Lighthouse staff ensures the Shelter has flexible hours to allow partner agencies to provide services around the clock, including mornings, evenings, and on the weekends if possible. The Lighthouse also engages participation in and facilitates quarterly Service Partner Advisory Meetings

3. *Requirements for Service Provider Partners*

All service providers who desire to offer direct services at the Navigation Center must complete a formal Partnership Agreement (PA) with Mercy House before they can be added to the service calendar.

Responsibilities of the Service Provider Partners include, but are not limited to:

- Set and maintain their own appointment schedule with clients;
- Provide clients with access to transportation to fulfill their scheduled appointments, if needed, unless transportation can be coordinated with Shelter staff;
- Enact appropriate enforcement of program expectations for their clients when necessary;
- Agree to share service output and outcome information;
- Communicate room reservation conflicts with Program staff in advance;
- Respect, maintain and keep clean all areas of the Navigation Center;
- Respect and cooperate with Shelter Operator staff, other service providers and clients;
- Participate in quarterly Service Partner Advisory Meetings and provide input to the improvement of the Navigation Center.

C. Good Neighbor Policy - Community Coordination and Communication

1. Communication and Coordination with Neighborhood, Businesses and Public

The Lighthouse is committed to ongoing communication with its neighbors. As part of this commitment, The Lighthouse can provide Community Forums prior to opening, if needed. These Community Forums have provided opportunities to answer any questions members of the surrounding community might have on the operation of a Shelter. Schedule tours will also be offered to community organizations upon request as well as speaking engagements from management when asked.

A public inquiry phone number and contact information will be posted. Community stakeholders may call this number for information about the site or to have any questions answered. The phone number exists as a resource for community members and will remain connected while the

Program is operational. Any community complaints and/or inquiries about the Shelter are recorded and forwarded to the appropriate staff for prompt investigation. The Lighthouse is fully committed to an appropriate customer service response and considers the resolution of community complaints a high priority.

The Lighthouse will partner with the city to create program brochures that will be available on-site and can disseminate these resources to groups throughout the community. Information in the brochures highlights the various services at the facility as well as criteria for admission and eligibility. Volunteer, in-kind and donation opportunities are also listed for those who wish to support the program.

2. Communication and Coordination with Local Police and Fire Departments

The Lighthouse is committed to communicating and working collaboratively with local police and fire departments through all stages of program implementation - from facility design to program execution. The intention of The Lighthouse staff is to act as self-sufficiently as possible and minimize the shelter's impact on the local police and fire departments. This includes ensuring that staff and security are trained to effectively manage and respond to an extensive array of difficult situations that may occur at shelter.

The Shelter provides many services and types of support that are beneficial to local police and fire departments. These services include, but will not be limited, to:

- Staff and Security Officers/Safety Personnel stationed on-site 24 hours.
- Designated set-aside referrals, reserved for law enforcement referrals (including 10% set-aside for the host city);
- An Outreach Team will monitor surrounding area to control issues of loitering, abandoned property, and other similar neighborhood concerns;

- Direct referral access to the Coordinated Entry system to assist local law enforcement officers connect homeless individuals with housing opportunities;
- Statistical reports on number of clients served, length of stay and/or demographic information.

Additionally, The Shelter Manager staff meets with local law enforcement from the host city and surrounding police departments whenever needed. Law enforcement can bring forward operator non-performance directly to the contracting partner.

3. Communication and Coordination with City, County, and Service Providers

The operation of the Shelter is for the public good and to move the homeless Continuum of Care system, as a whole, forward. As such, successful implementation of the Shelter requires the partnership of various stakeholders including the City, County, and other Service Providers.

The Lighthouse is committed to working cooperatively with numerous other service providers, community, and government organizations to serve the needs of the homeless population. To effectively manage and operate a robust Shelter that provides an array of services for the shelter clients, The Lighthouse demonstrates collaboration and willingness to engage other service providers.

Additionally, The Lighthouse is responsive to and provides support to the Contracting Partner designee, in relation to the outcomes and operation of the program.

4. Policies for Community Involvement

The Lighthouse is committed to active participation in city and county-wide community events. To the extent reasonable and feasible, representatives of the Program will attend meetings of the local Neighborhood Associations and local Chamber of Commerce when invited and communicate with neighborhood and business participants as needed.

5. Policies for Neighborhood Outreach Patrol

A staff-led Neighborhood Outreach Patrol assembles twice a week to monitor the surrounding area, up to a ½-mile radius around the shelter perimeter. The role of this Outreach is to monitor, promote cleanliness, engage with neighbors, and enhance safety and community in the immediate vicinity.

Additionally, this Patrol provides intervention for issues of loitering, unauthorized parking of client vehicles in the neighborhood, abandoned property, shopping carts and other blight. A log is kept of the weekly Outreach patrols. The following actions are examples of tasks and goals completed by Neighborhood Outreach Patrols:

- All litter and trash items related to the Program are removed from the area and properly disposed;
- Any currently enrolled Clients found loitering in the area are issued a warning. Violations of this rule may cause a client to be exited from the facility;
- Unauthorized parking of client vehicles in the neighborhood are subject to towing;
 - Shelter Operator utilizes city-designated phone numbers or maintenance apps on mobile devices for removing private property (e.g., encampments) found in surrounding area and tracks calls made for services;
 - Staff conduct outreach and engagement activities with non-enrolled homeless individuals in the surrounding community.

6. Client Advisory Meetings

To give shelter clients the ability to voice their concerns and give feedback, staff will hold monthly Client Advisory Meetings at the shelter. These meetings are led by client feedback. Questions, feedback, and concerns raised at Client Advisory Meetings will be raised by the operator to the

Shelter Advisory Committee.

I. Safety Policies

1. *Facility Maintenance*

The Lighthouse keeps a schedule for regular facility maintenance and cleaning. The Program utilizes on site janitorial service to provide daily cleaning services for all areas utilized by clients and weekly for office space and the supportive service areas. In addition, staff also personally maintain a round-the-clock cleaning schedule which addresses each area of the facility.

Shelter staff attend to regular minor maintenance duties and repairs. Major repairs are reported to the Shelter Manager and depending on the work needed may be sent out to an approved list of vendors for bids, approval, and completion, unless the Contracting Partner owns and maintains the building. Maintenance and cleaning forms will be used to track the completion of each task and submitted to management each day. The Lighthouse is responsible for staff training and performance in these duties.

The outside grounds are incorporated into the maintenance schedule and rotation including cleaning of parking lot, watering of plants, maintenance and cleaning of sidewalks and patio areas, and checking of outside lights and furnishings. Graffiti is reported to the Shelter Manager for removal within 24 hours.

The Lighthouse is committed to maintaining a pest-free environment throughout the premises. Trash bags are emptied throughout the day in all areas as they become full. Inspection of client spaces and lockers are conducted for any items that would attract pests. All staff receive appropriate training in the identification of common pests as well as prevention and control measures. A Pest Control company is contracted by The Lighthouse and comes regularly to spray for bugs, check for infestation of pests, and performs other pest prevention or extermination treatments that might be seen on their visits or reported by staff.

2. Fire and Earthquake Safety

Evacuation Plan for Ambulatory and Non-Ambulatory Residents

All shelter staff are trained in protecting the safety of everyone in the facility. Staff respond quickly and safely when an emergency, incident, or natural disaster occurs. Evacuation Routes and Exits are posted in each major area of facility. An outside evacuation point will be designated where clients and personnel can gather in case of any emergency.

In the event of an emergency, the site lead will notify all staff and clients to evacuate, call 911, and direct the evacuation itself. Staff will be assigned to oversee the evacuation of clients in each work area. Staff will check client areas, and if safe to proceed, will assign assistance to non-ambulatory and disabled persons and lead clients to safety through the nearest safe evacuation exit. Staff will assemble clients outside at designated evacuation point, read bed list for attendance and search for any missing clients as safety conditions allow.

In case of fire, below is a shortened summary of additional protocols that will be completed:

- The Shelter Manager or Site Lead will pull the nearest fire alarm if it is not already sounding and call 911.
- While evacuating clients, staff will attempt to close all door(s), if safe to do so.
- Before exiting a room, the Program Manager or lead staff member will touch back of hand to the door to determine if the door is cool, then open it a crack, smell for smoke, and if deemed safe, open the door, and leave the building to the evacuation meeting point. If the door is hot, it will not be opened, and staff will lead clients to leave via the nearest safe exit.
- Staff will locate and use appropriate fire extinguishers if safe to do so.

- When the Fire Department arrives, a staff person will speak to the officer in charge and give the officer a set of site keys.
- Staff will contact the Shelter Manager or their proxy as soon as possible, if not onsite.
- Staff will report the incident in an official Incident Report and staff shift notes as directed in shelter policy.

If the weather is inclement and if the evacuation will not be short, or in case of structural damage to the facility that might deem it unsafe to continue using, staff will:

- Contact the Shelter Manager to identify evacuation locations and disaster team if assistance is needed for client shelter, meals, or services.
- Contact other Homeless Providers for services as needed.

For a false alarm or other short-term evacuation, staff will direct occupants back into the building once the Fire Department has authorized an “all-clear” call.

3. Fire Prevention Procedures

The Emergency Shelter will seek approval by the Fire Department for all fire codes, sprinklers, alarms, and exits prior to service implementation. Emergency lighting will be installed both inside the facility and outside on the grounds for safety and in compliance with all codes.

No smoking is allowed inside or outside the building within 20 feet of any doors or windows leading to a non-smoking area. A smoking section will be designated, and a sign is posted in the enclosed patio area. Fire Drills and Documentation are conducted at least quarterly. Documentation of fire drills is kept for three years in Shelter Management Files, and all individuals present during a drill are required to participate.

4. Fire Inspections and Extinguishers

The most recent annual fire inspection is posted in a visible designated area of the Shelter facility and is included in the Shelter Management files. Fire extinguishers are hung in each area of the building as shown in facility plans and in evacuation plans. Fire extinguishers are inspected and maintained per city and county requirements.

5. *Earthquake Safety*

Earthquake drills are conducted quarterly by staff. The evacuation route and procedures are the same as for other hazards. A client tally and search will be conducted once the evacuation is conducted.

In case of an actual earthquake that causes damage to facility or grounds, the Fire Department will be called to inspect the facility as soon as safety permits. Clients will be evacuated from the building and transported to other shelters as needed.

J. Security Plan

Tulare Lighthouse follows policies and procedures that promote the utmost safety for clients, staff, volunteers, and the community and strives to provide an atmosphere that promotes community, stays alert for signs of conflict, and confronts behaviors before they escalate.

1. *Eligibility Screening*

No person with an open felony warrant or prior conviction of arson will be allowed to access the shelter property. The Lighthouse works cooperatively with local law enforcement to screen clients for open warrants. In addition, Program Staff utilizes <https://www.nsopw.gov/> to screen for status on national sex offender registries.

2. *Secured Entrances*

All clients are required to enter the shelter in a coordinated, peaceful fashion.

All clients present identification upon entry. Clients without valid California identification cards are given supportive services to secure a valid identification card. Clients may also receive a shelter-specific ID to use for admission into the shelter during their enrollment.

All clients and their belongings are checked by security personnel, utilizing security wands each time they enter the facility. Any found prohibited items are seized and illegal contraband is destroyed. Prohibited Items include (but are not limited to): weapons, explosives, flammable or volatile substances, illegal drugs, controlled substances or drug paraphernalia, bio-hazardous items, or environmentally harmful goods. A more extensive list of examples of Prohibited Items is clearly posted before and at the security checkpoint.

Clients sign in upon entrance and sign out upon exit from the building.

3. On-site Security Personnel

The Lighthouse provides a sufficient number of trained security officers and Shelter Safety Coordinators to ensure the safety of clients and the immediate surrounding neighborhood, 24 hours a day.

Security is posted on-site at all times and conducts regular patrols at least once each hour. Guards are stationed both inside and outside the shelter to ensure maximum coverage.

Security guards are both accessible and visible to clients, and continuously survey the facility for any potential concerns. Staff and security communicate with each other via portable electronic equipment (e.g., 2-way radios).

Security guards are contracted through a third-party vendor. Security guards carry handcuffs and the option of straight-stream gel pepper spray and deploy basic metal detection at the main entrance via either a metal detecting wand, a walk-thru metal detector, or a mix of both. The vendor

ensures that all security staff are regularly trained and updated as needed. Security guards receive Homelessness Sensitivity Training through Tulare Lighthouse and their own company's resources.

4. Staff Plan

Each site will maintain an ongoing Staffing Matrix that includes:

- **Staff Plan** – Outlines each of the shifts worked in any given 24-hour period, and across a 7-day work week
- **Hire Sheet** – A roster of every individual position needing to be filled, along with that person's weekly schedule and allotted hours
- **Floor Flow** – A visual representation of how many client-facing staff and security can be expected on the floor (when fully staffed) at any given time during a 24-hour day

This document is maintained by the Program Manager and will serve as a baseline for hiring and keeping adequate staffing levels in the program.

5. Security Alarms and Cameras

The Shelter is equipped with security cameras both inside and outside, doorbells and 2-way radios worn by staff. If needed, staff may also have access to panic buttons which can silently summon police to the facility during emergency situations.

Site Leads and Security Officers can monitor footage via web-based security servers, on computers at the security desk and administrative office areas, with remote viewing possible by staff in the main offices.

6. Security Lighting

Security lighting is used both inside and outside the facility to highlight the entrances and parking lot. A security officer is available to escort any person to the parking lot or street-side parking after sunset.

7. Loitering Policy

Clients are not allowed to loiter in the surrounding neighborhood. Subsequent violations of this rule result in warnings which may lead to the client's program enrollment being terminated. Tulare Lighthouse *Good Neighbor Policy* includes regular outreach and random checks of the surrounding area to prevent and control loitering issues.

8. *De-escalating Conflicts*

All employees receive training in communication techniques known to be helpful or effective in de-escalating confrontations.

9. *Entrance and Exit Procedures*

All clients enter and exit through one main entrance and security checkpoint. The entrance is equipped with security cameras inside and outside the facility. Each area of the building is locked when not in use, and the site is "zoned" so that clients only have access to the areas which they need. During sleeping hours clients will have restricted access to other areas of the building. The staff offices are only available by appointment.

All clients must present some kind of ID upon entry, and their person and belongings are searched by security. They sign in upon entrance and sign out upon exit from the building.

10. *Policy regarding storage of client's possessions*

All clients have access to limited personal storage space. Each client is assigned lockable storage near their bed area in either the form of an under-the-bed bin or a centrally located locker. Clients are also assigned outside storage. Upon being assigned outside storage, clients must sign a Guest Storage Agreement form which states that neither the staff nor the contracting partner is responsible for any items that are lost, stolen, or damaged.

A client may store personal effects in their assigned storage to the capacity with which it can still correctly close and be safely transported to and from the storage area. Outside storage may only be accessed with staff supervision and only during assigned hours during the day. Indoor bins or

lockers may be accessed at any time during the day other than during sleeping hours.

All items are stored for the length of the client's stay at the shelter. The right to store items on-site may be revoked based on violation of rules and at the management's discretion. Once a client has exited the shelter program, any personal effects may be stored for up to a specified maximum number of days if needed; after which, the property will be disposed of. Clients who have exited from the shelter program must contact staff to set an appointment to collect their personal belongings within that time.

No Prohibited Items may be stored inside the shelter. Outdoor storage will be kept outside of the shelter's secured boundary. Certain limited Prohibited Items may be stored in outdoor bins, and staff do not actively monitor what items are kept in outdoor storage. Clients will go through a security screening every time they access their outdoor storage.

11. Policy Pertaining to Searching of Clients' Property by Staff

The Shelter staff has the right to inspect all program storage areas, including outdoor storage and bedside bins/lockers, to ensure compliance with contraband policies.

If Prohibited Items are seen being transferred to a client's personal storage, or if there is other reasonable suspicion that there are prohibited items in a client's belongings, that storage and belongings may be searched for safety purposes, with or without the client present. Clients are required to use locks provided by the program for this reason. If a client wishes to use their own lock, they must supply management with a copy of their key or the combination. Any unauthorized locks may be cut if needed. An authorization form is signed by the client at time of intake. Clients are not allowed to store items in the surrounding neighborhood.

12. Policy on Possession of Weapons On-Site

No weapons or items identified as being dangerous or obviously capable of harm may be brought into the shelter. Any belongings that a client brings into the building must come through the dedicated security checkpoint so that security can search and inspect them for weapons or items described above. Anyone found attempting to bring these kinds of items past security will be asked to immediately leave the premises and neighborhood of the facility. Sharp objects such as tools, knives or scissors may be stored in outdoor bins, but not taken into shelter living areas. Heavy or blunt hand objects like hammers, bats, or crowbars are also not allowed into the facility for the same reason.

13. Procedure for Contacting Police

The intention of staff is to act as self-sufficiently as possible and minimize the shelter's impact on the local police department. This includes ensuring that staff and security are trained to properly manage and respond to an array of difficult situations that may occur at shelter.

In establishing a procedure for contacting police, The Lighthouse works cooperatively with the local police department to establish shelter policies and procedures on how and when to contact police for conflict resolution, trespassing, theft, unruly behaviors, loitering around property, mental health evaluation, and emergencies. For non-emergency incidents which merit law enforcement attention, staff will call the local Police Department's non-emergency line for further support.

The program follows a simple 911 protocol when dealing with incidents at the shelter. All staff members are trained in these procedures. 911 may be called for any medical emergencies, violent behaviors that endanger others, and suicidal ideation. In the event that a client requests 911 be called, staff will take a quick inventory of the situation to decide if 911 should be called immediately or if it would be more appropriate to use an alternate solution: directing to urgent care, Non-emergency Paramedics, shuttle rides to the hospital, or if it is a medical concern that can wait until the client is able to be seen by a nurse or physician on-site, nurse help-lines, or a tele-medicine appointment.

K. Health Policies**1. *Housekeeping Policies***

Tulare Lighthouse is committed to, and understands the importance of, maintaining hygienic, sanitary environments for the well-being of clients, volunteers, and staff. The Lighthouse maintains written, standardized housekeeping procedures. Each procedure has been designed for the safety of staff and clients and for a consistent, high standard of housekeeping. Staff are provided with training in these procedures, are monitored in their performance of the procedures, and evaluated on their effective use of them. Training also includes education on different hazardous materials with which staff may come into contact when carrying out their assigned work tasks. The complete list of procedures is made available to all employees and is easily searchable in digital format.

Shelter staff are responsible for the cleaning of the facility. Thorough daily cleaning of all client areas including living quarters, serving and dining areas, and common areas are done using institution strength anti-bacterial products. Bathrooms, showers, and eating areas are given priority attention. The serving and dining areas are cleaned according to strict health standards after each meal. Office space is cleaned weekly or as needed by Shelter staff and partner organizations using the space. Restrooms are cleaned throughout the day, and living quarters are swept daily, with deeper cleanings 3 days a week (requiring all clients to remove items from under the bed for mopping and disinfecting).

To prevent cross-contamination, clients are encouraged to store personal toiletries in plastic sealable bags on their beds when not in use. Clients are assigned a set of linens at intake for their use while in the shelter. The client is responsible for making and maintaining their bed each morning. Bed linens will be removed and cleaned through an outside vendor weekly or as needed with guests are exited or are entering. Guests will be given three towels which they will be responsible for laundering. Washers and dryers are available to guests at scheduled times for personal washing needs.

All staff practice universal precautions in handling laundry, cleaning of facility, and general self-health care. Specifically:

- Staff wear appropriate protective garments (e.g., gloves) while completing tasks;
- Staff use recommended disinfecting cleaning products for each area of facility;
- Staff practice required hand-washing procedures;
- Food-serving staff are trained in and practice required food-handling procedures;
- All client clothes are washed upon initial intake and weekly thereafter;
- All laundry is handled according to safety and washing procedures;
- Staff and volunteers follow a set of Program Rules and Regulations for working when they are sick

The outside grounds are included in the housekeeping standards and schedule. The facility's outside spaces, parking lot, and green areas are cleaned daily from debris and litter. Chairs and tables are cleaned regularly according to agency standards, and more often when needed. Minor repairs of the facility and grounds are completed by the Shelter staff, unless covered by the property owner. Any major repairs or work requiring specialized training are completed by approved vendors.

2. *Pets, ESAs, and Service Animal Policies*

If space allows, clients are permitted to bring one pet, defined as a dog, cat, or recognized service animal, excluding exotic and wild animals.

Only registered animals that are spayed/neutered and have proof of current licensing and vaccinations with the County are allowed at the facility. Animals coming into the shelter must also be kept free of fleas, ticks, or other pests/parasites. Animals are permitted to stay in the shelter, and must remain either in the provided kennels or on a controlled leash while on the grounds.

The health and well-being of all animals brought into the shelter is the sole responsibility of their owner. Clients must feed and clean up after their animals, and staff are not required to provide food, although animal food may be available through donations from the program's partners. Clients who are unable to care for or feed their pets or cannot control them while at the shelter are asked to remove the pets from the facility.

If the Navigation Center partners with a veterinarian, clients may be required to keep regular pet-health appointments.

3. Possession and Use of Controlled Substances

The Lighthouse has strict policies prohibiting the possession or use of alcohol or controlled substances at or near the Navigation Center

The Lighthouse aims to promote a safe, healthy, and productive environment for everyone. Staff recognizes that the illegal and/or excessive use of drugs and alcohol, or the inappropriate use of prescribed drugs is not conducive to a safe living environment. It is the objective of The Lighthouse to have an environment that is always free from the influence of controlled substances and alcohol. The unlawful purchase, possession, transfer, manufacturing, distribution, or use of any illegal drug is inconsistent with the objective of operating in a safe and efficient manner and is prohibited.

Staff reserves the right to refuse entrance to any client who is noticeably exhibiting behavior that is unsafe or inappropriate due to the influence of alcohol or illegal substances. If paraphernalia are found in a client's possession after they have completed entry paperwork and necessary security screenings, that client may be issued an Action Plan which may result in the termination of their enrollment, depending on the type of contraband.

4. Security, Use and Access of Prescription Medications

Clients are allowed to hold and administer their own medication, provided that they maintain a current prescription and that the medication is kept in the appropriate original container. If a medication needs to be refrigerated, the medication is packaged and labeled with the person's name, bed

number, and name of medication and placed inside a designated locked refrigerator which can only be accessed by staff.

Clients whose medications are stored in the locked refrigerator can retrieve them as soon as possible by placing a request to the staff on duty. The clients are responsible for the safe-keeping of and taking their own medications within the limits of how they are prescribed. Only staff or the person whose name is on the medications can retrieve them.

5. Client Use of Over-The-Counter Medications

Use and storage of over-the-counter medications follow the same policy and procedures of prescription medications, although identification cannot be verified in this case.

6. Client Access to Emergency and Medical Care

Clients can access medical care at any time. They should communicate to the staff on duty their need for medical care, if possible. Medical support can be accessed through local hospitals.

If a client requires first aid items, they may access them from a shelter staff member at the service desk. The staff member may assist the client in basic first aid care with the client's permission, as they will be trained in using universal precautions.

Staff are trained in appropriate safety precautions and call for support from 911 if any medical condition worsens or causes bodily harm. If a client needs emergency or serious medical care, the staff on duty will follow the 911 operator's procedures. In case of an injury, staff will not move the client. They will contact other staff, call 911, and if appropriate, check breathing and pulse and begin chest-compressions if needed. One staff member or trained volunteer will attempt to keep the client comfortable and keep other clients away from immediate scene, while another staff member will wait for medical personnel, give medical personnel information about client, and direct them to client. For non-emergency incidents, staff will assess the situation and connect the client with an appropriate care

provider such as; urgent care, referral to the client's primary care doctor, on a case-by-case basis.

Program staff are also trained in the use of the overdose rescue inhaler drug Naloxone (known as Narcan). Program staff work with community partners and distributors to ensure that Narcan is available in strategic locations within the Navigation Center.

The Program Manager will be called as soon as possible following a major incident. After any client emergency or incident has been controlled, the lead staff member completes an Incident Report form which will be sent to the Program Manager and higher-level staff as needed.

7. First Aid Equipment, Supplies and Procedures

The Shelter Provider has first aid supplies available at all times. The first aid kits are inspected monthly, updated as items expire, and re-stocked after each use. Staff members are trained annually in universal precautions, basic first aid care, and Mental Health crisis. Any incidents occurring at the Shelter requiring first aid are documented in the daily report and an Incident Report is prepared and sent to Program Manager and other higher-level staff, as necessary.

8. Policies & Procedures for Disease Prevention

The Lighthouse has protocols for prevention and treatment of certain diseases and conditions such as seizures, mental health episodes, opioid overdoses, lice, bed bugs, influenza, and other communicable and contagious diseases, and will operate in compliance with guidance from County Health Care Agency and the Center for Disease Control. Clients are screened for wellness upon intake into the shelter to limit the risk of exposing the shelter to communicable disease. Staff practice universal precautions in handling of fluids, client clothing, laundry, handwashing, and in all cleaning of premises.

When an accident or injury to an employee or client occurs or when there has been damage to Shelter property, staff follows a set protocol which includes:

- Immediately contacting Supervisor about the situation
- Identifying the scope of injuries and connecting the person to medical care if needed
- Securing the accident scene by obtaining names, addresses, and phone numbers of witnesses if possible, taking photos if possible, and noting any unusual circumstances
- Recording all necessary information to complete a formal report
- Reporting accidents and injuries within 24 hours to Human Resources

If a client shows symptoms of a contagious disease or other public health concern that might threaten another person, The Lighthouse will follow guidance of the local Health Care Agency and the Center for Disease Control (CDC). If the health concern is serious enough, staff may require that the client immediately leave to be seen/evaluated at a local hospital. If a client leaves due to disease, the bedding and client's clothes are washed, bed cleaned, and bedding replaced on bed. Clothes and belongings are stored in a designated area and held for the maximum amount of time permitted. The Shelter operates to conform to best health practices and concerns.

All staff are regularly tested for TB as required by OSHA standards and The Lighthouse staff protocol. If a client shows symptoms of tuberculosis, the client is sent for medical diagnosis and asked to receive a TB test. TB testing can be made available to clients through the Medical Services on-site as a community health benefit, as resources become available.

The operator will stay up to date and in compliance with guidance from federal, state, and local health care agencies, including the CDC and County Health Care Agency regarding safety protocols related to COVID-19 and any other communicable disease.

L. Food Policies**1. *Provision of Nutritional Needs of Clients***

The Shelter provides self serve breakfast items, a light lunch, and hot dinner to each client every day. Meals are prepared off site by a third-party vendor and brought to the site to be served in the serving area. Meals are nutritious and healthy, including a variety of fruits and vegetables. Accommodations may be made on a case-by-case basis for clients with dietary restrictions, so long as it is deemed reasonable and within the ability of the program.

The Lighthouse includes in its in-kind donation strategies, opportunities for food donations and partnerships with local food banks. The Lighthouse also works with community and church partners and existing community meal service programs to offer opportunities to feed the homeless individuals at the shelter.

Tables and chairs are set up for meals in the Common Area as well as outside picnic tables at the scheduled meal times. Food is served at designated times of operation for registered shelter clients only.

2. *Meeting the Health Department Standards*

The Shelter will meet all Health Department standards. Provisions for the Sanitary Storage and Preparation of Food

The Shelter will have adequate space for storage of dry foods, refrigerated foods, and supplies. Separate and secure refrigerator space is made available for client medications. Current certificates of food handling safety are posted in the serving area. Any volunteers will be supervised by an authorized employee.

All serving area storage areas are cleaned on a planned schedule and outdated food is disposed of. There is a rotation schedule for the storage and use of food in the refrigerators, and a dry goods pantry that maximizes use of food so that it does not become outdated.

M. Transportation Policies

The policies for travel to and from the Shelter are designed to safely support client needs and minimize potential impact on the adjacent residential neighborhood and businesses.

The following transportation measures have been implemented:

Walk-up guests are welcome, however are encouraged to use proper intake processes through referral system as entrance cannot be guaranteed based on capacity. No loitering around the Shelter will be allowed.

Bicycle Traffic and Parking

Bicycle racks will be provided on site. One working bike will be allowed per guest. Bike locks will be encouraged, but they are the responsibility of the client to obtain. Clients must complete a simple registration process for any bicycle brought onto the property and they will be limited to only one bike per person. No wagons or spare parts will be allowed in the bike-storage area.

Personal Vehicle Transportation and Parking

The Shelter parking lot is available to clients, staff, volunteers, and vendors. Parking stalls will be numbered, with specific stalls designated to registered vehicles only. This is to ensure that no clients with private transportation are enrolled unless there is an adequate space for them to safely park their vehicle.

Staff Transportation of Clients

Shelter staff members are prohibited from transporting clients in their personal vehicles. Only designated fleet drivers in shelter operated or contracted vehicles may transport clients, and only for shelter-related purposes.

Delivery of Shelter Goods and Community Donations

Deliveries of goods and donations are to be dropped off in a designated area. The planned location for these designated drop-offs can change depending on on-site activities and take into consideration pedestrian, bike and other vehicle

traffic routes to minimize safety risks and impact on the shelter site and surrounding area.

Deliveries of supplies from contracted vendors occur approximately three times, weekly. The delivery of community donations by private donors occurs sporadically and as available. Staff will be available 24 hours a day, 7 days a week, to ensure safe and effective deliveries of any materials if needed, though it is the intent of the Shelter Provider to receive all deliveries of goods and/or donations will occur between the hours of 10:00 AM and 4:00 PM daily.

N. Financial Policies

1. Financial Requests from Clients

Financial requests from clients (such as for Bus Passes or ID Vouchers) must be requested and received through their Housing Navigator or Site Lead. Clients will sign a designated log when they receive the requested item. All bus passes and vouchers are kept in a locked safe in a locked office or closet when not in use.

The Lighthouse offers these financial assistance opportunities to clients, when available, and according to basic priority levels based off reason for request and status of housing plan. The Lighthouse is not obligated to fulfill all financial requests from clients that they receive.

2. Client Possessions and Funds

No clients' personal funds or money are handled by the Shelter staff. Clients with funds that they keep while at the Shelter are solely responsible for their security and safety. It is recommended by staff for clients not to have funds on site to the extent possible, and to store wallets/purses, electronic devices, and any cash in appropriate locked storage. The Lighthouse has a policy of not being responsible for lost or stolen items that are included in a Policy and Procedures Manual, listed in the signed *Client Expectations* agreement, and read with new clients at the time of intake.

Clients are not allowed to give cash to staff at any time. The only exception might be if a client finds a wallet or monies and wishes to turn it in for lost-

and-found, in which case that transfer can only happen while under clear view of a video, camera, with a supervisor witness, and with an Incident Report to document the circumstances and the amount discovered.

3. Annual Outside Audit

The Lighthouse is completed on an annual basis in partnership with The City of Tulare. A most current audit is kept on file at Tulare Cares administrative offices and may be viewed, as necessary.

The Shelter is also subject to an annual program monitoring. It is the responsibility of The Lighthouse to correct any deficiencies reported by the audit within the time limits available to them. Failure to comply may result in the termination of their Shelter Operator contract.

4. Financial Reports Review

Financial reports may be produced each month by Tulare City accounting department. These reports may be reviewed by an appropriate Finance Designee for the Contracting Partner.

The Lighthouse reviews financial statements and budgets with each Program Manager on a regular basis. Adjustments are made in spending, as necessary.

O. *Legal Policies*

1. Policy for Compliance with Local Laws

The Lighthouse follows all local Fire Code requirements, and has staff trained in food handling, CPR, fire drills and other disaster evacuation procedures. Additionally, Shelter staff and management cooperate with law enforcement agencies on investigations for persons wanted for crimes as much as is possible while maintaining policies on client confidentiality.

2. Policy for Compliance with Labor Laws

The Lighthouse complies with all required labor laws. OSHA training and reviews are done during staff meetings on an annual basis. OSHA flyers are posted in administrative offices.

The Lighthouse's wages are at or above minimum wage. Employee breaks, meals, and overtime are monitored legally and compensated as needed. The Lighthouse is contracted with a company to examine any work injuries. The proper incident reports, Workmen's Compensation forms, and requirements are completed.

P. Non-Discrimination Policies

The Lighthouse adheres to a policy of non-discrimination which is stated in The Lighthouse Policies and Procedures Manual.

The Lighthouse does not discriminate in the provision of client care based on age, race, color, religion, sex, sexual orientation or gender identity and expression, marital status, geographic, national or ethnic origin, HIV status, disability, or veteran status.

1. Policy for Compliance with Americans with Disabilities Act

The Lighthouse complies with appropriate standards of The Americans with Disabilities Act (ADA). The Staff is trained about and is cognizant of any physical disability upon entrance of the client and can assist as needed to conquer any barriers from the structure of the building. Staff receive training to work appropriately with persons with disabilities. All people are treated with dignity, value, and worth.

The Lighthouse recommends that all restrooms and showers be constructed with equal privacy for all clients. All programs and services are available with the dignity of all clients as highest priority.

2. *Sexual Harassment Policy*

All clients, volunteers, and employees are expected to be able to coexist at the Shelter in a Trauma-Informed environment, free from sexual harassment and inappropriate sexual behavior.

The shelter has a zero-tolerance policy for sexual harassment and inappropriate behavior of a sexual nature. No sexual harassment is tolerated by anyone on the facility grounds - including by staff, volunteers, or clients. Clients, staff, and volunteers are notified if in The Lighthouse's sole discretion any of their remarks, advances, gestures, or attire constitutes sexual harassment toward any person in the facility. The shelter will have postings to this effect, clearly visible to all who enter.

Anyone who believes he or she has been the subject of any such behavior is urged to report it to the staff or supervisor immediately. In the event an individual comes forward with these concerns, a report will be completed and taken to appropriate staff or supervisor for resolution. Reported incidents are investigated on a confidential basis. Provisions are instituted to guard the safety and emotional health of persons who have been victims of a reported incident, as well as any persons initially accused of harassment. If after proper review a person is found to have engaged in sexual harassment or inappropriate behavior of a sexual nature, they will be subject to disciplinary action including possible immediate exit from program or termination from employment.

3. *Policy Regarding Sex Offenders*

The Lighthouse has strict requirements for the safety of vulnerable adults and children who may frequent the surrounding area. Staff and volunteers are trained in sex abuse definitions, sex offender policies, child abuse, and vulnerable adult abuse. All employees must review this training yearly and be documented to have passed its standards.

As mandated reporters, the Shelter Staff follows federal law requirements in reporting sex offenders. All clients are screened against national sex offender databases, through the National Sex Offender Public Website.

Q. Confidentiality Policies

1. *Personal Confidentiality*

People seek help from emergency shelters at a difficult time in their lives. Their need for service and the help that can be given is determined through the sharing of factual and personal information. For this to be effective, every client must be able to trust that every staff member and volunteer will hold confidential this shared information.

Therefore, The Lighthouse and staff keep strict confidentiality practices as written in its internal Confidentiality Policies. These practices include:

- 1) Fact of Participation: The fact that an individual is or has been a participant in the Navigation Center is not disclosed except where it is absolutely necessary, and after disclosure has been allowed by the client.

Inquiries by visit, telephone or letter regarding a participant in the program is answered with the statement that information as to whether a particular person is or has been in residence cannot be divulged; that if in fact the individual is in residence, they will be advised of the inquiry, and that, at their discretion, they will or will not communicate with the inquirer.

- 2) Disclosure to Other Agencies: Disclosure of client information to other social service agencies, whether on a referral to or from the agency, generally is permitted only with the person's written consent. Information is withheld where enjoined by law and where, by contract, The Lighthouse has agreed to maintain the confidentiality of client records (as under the Privacy Act.)

Disclosure of information relating to program participants is not to be made to employers, credit agencies, unions, or other similar organizations, except at the request, and with the consent of the participant.

- 3) Information to the Client: In some situations, it may be required by law to disclose certain participant information contained in their own case record. Information disclosed should be limited to that which is included in the formal case record. The formal case record should contain factual information and shared documents, not progress notes or staff observations. Information provided by other agencies is also not to be shared.
- 4) Law Enforcement Agencies: Formal requests for information regarding clients originating from law enforcement agents are referred to the The Lighthouse Management Team and Directors, and if necessary, its Legal Department. Before any official action is taken on any legal request, staff will contact their Legal Department as there are boundaries in place to determine the sharing of information with law enforcement personnel according to its policies on client confidentiality.

When an arrest warrant or a search warrant has been issued by a court after a showing of probable cause, if such a warrant is presented to the facility relating to a client in the residence, staff cooperates with the law enforcement agency in making the arrest or the search, preferably in a manner which will involve the least disruption of the program at the facility. This kind of visit by Law Enforcement will be followed up with an Incident Report by staff.

- 5) Written Consent: If there is any doubt as to whether client information should be disclosed, the consent of the client is first obtained, except as otherwise required by law. The consent will be in writing on a Release of Information form and will identify the information to be disclosed, the person or agency to whom it will be disclosed, and the purpose of the disclosure, and the period during which authorization is granted.
- 6) Abuse Reporting: The Lighthouse and Shelter staff comply with all state and municipal laws requiring reporting to governmental agencies of instances of child abuse, domestic violence, and elder abuse. Staff report any suspicion or evidence of child abuse or

vulnerable adult abuse according to the law's requirements. All staff persons at the shelter are mandatory reporters. An incident report would also be completed and submitted to the Program Manager and any higher-level staff as needed. All staff are trained at the time of hire to spot signs of abuse and to properly document and report it. Trainings are repeated annually.

- 7) Harm to Self or Others: If a client at the shelter program shares with a staff person a viable threat to do harm to self or another, the terms of confidentiality can be revoked, as in the case of suicidal or homicidal admittance.

Database Confidentiality Policies

Only trained staff, Employment and Housing Navigators, and management staff are authorized to access the HMIS Database. Each staff must have a separate password for entry. Staff are only to use computers that are authorized and HMIS compliant. No persons without a username and password set up by The Lighthouse IT department will have access to staff-only computers.

Exceptions to the Confidentiality Policy

All clients are informed that when the law requires Management to disclose client-related information, such as to prevent danger to self or others or to report child and elderly/vulnerable adult abuse, Staff will do so.

Grievance Policies

The grievance procedure is applicable for any conflicts or disagreements between clients and clients and clients and staff. For example, the grievance process may be employed to address disruptive behavior or appeal incorrect formal action. However, in no way does the grievance procedure suspend the rules or consequences established in the Shelter Rules signed upon entering the program. Clients have the right to file a grievance without the fear of harmful repercussions from staff or other residents.

For more information, refer to The Lighthouse's *Grievance Policy* document.

Receiving and Posting

The Grievance Procedure is clearly available to clients at the shelter facility. It can be easily found in a dedicated binder on the counter at the front Service Desk. Also, posters with this information can be found on the walls of the shelter. A client is given a copy of the Grievance Procedure when a conflict has occurred that cannot be resolved satisfactorily between the client and a staff person or another client, or the client has a complaint about an event that occurred at the Shelter involving that client. The Grievance Procedure will be read by the client and the client may decide which follow up forms they would like to proceed with completing if follow up is necessary. These forms include a minor grievance document (Request for Consideration form) and a formal Grievance Form. Each form may be filed to begin a grievance investigation and follow up at different levels of management within The Lighthouse.

Meeting with Staff

If after less formal steps have been taken and mediation options have been exhausted, a client may choose to file a Formal Grievance within 48 hours of an issue. The Program Manager will then make every effort to conduct an investigation and provide the client with a written decision within three days. If Program Management is unable to resolve the situation, they submit the Grievance to the Lighthouse Director.

Once a formal Grievance is received by the Lighthouse Director, they will review the issues and complaints, and may acquire all documentation and interview involved parties as necessary to resolve the grievance at their level, providing a written decision with 10 days of the grievance's original filing date.

The program's Contracting Partner may also request additional steps be added for the client to appeal decisions through them. In this case, The Lighthouse will also make this information and any necessary documents readily available to clients.

Whistleblower Policy

Confidentiality is strictly kept between the person making the complaint and the Program Manager, who will withhold information internally to the extent prudent where a complaint involves a staff member or volunteer.

Clients have several ways in which they can share a grievance – verbally or written, anonymous or through a third party. A Suggestions-and-Grievance Box is available in the common area and is checked weekly by staff.

SECTION III. STAFFING AND MANAGEMENT PLAN

A. Staff Policies

1. Hiring Policy

Tulare Lighthouse Rescue Mission is an equal opportunity employer. A copy of its applicable Equal Opportunity and Affirmative Action Policy is available in the Employee Handbook and through the Human Resources department of the Administrative Offices.

All staff positions and newly hired staff are approved by the Human Resources department, Directors, and Program Manager, and are thoroughly vetted through a new hire process as outlined below.

2. Screening Procedure

Position openings are posted on various employment-search networking websites. Potential applicants are screened through a two-step interview process.

The first interview is typically scheduled with the Human Resources' Recruiting Team. If deemed eligible, the applicant may conduct an interview with their potential manager or supervisor at the agency. The Shelter Staff is hired into at-will employment and are subject to annual staff review and probationary training periods overseen by the Program Manager.

3. Acceptance Procedure

A completed application packet is sent to the head of the Human Resources Department who conducts a thorough background check. Every potential applicant is screened for active warrants, violent felony convictions, sexual offenses which require registration, and legal ability to work. Any staff who are in direct contact with clients are also required to complete Tuberculosis screening as well as training for mandated reporting policies. The applicant must successfully complete all screening requirements before they will be able to begin working directly with clients.

Upon hire, the new employee signs a formal job offer form and is provided with a job description informational sheet for their records. They also attend a general program orientation led by the Human Resources Department. This orientation covers important topics, such as but not limited to, sexual harassment policies, and appropriate interactions with co-workers, volunteers, and clients. Training places a heavy emphasis on appropriate conduct between staff and clients and all new hires are expected to adhere to these practices when interacting with clients. Program Managers complete a lengthier program-specific orientation process, including on-the-job demonstrations, and completion of a full catalog of applicable training topics.

4. Staffing Policies for Safe Humane Environment

The Shelter is staffed to provide the safest, most dignified environment for all clients. All staff are easily identifiable and are required to wear Shelter Operator- Approved shirts, vests, or other apparel.

Staff will be scheduled to optimize the safety of staff, volunteers, and clients and to provide optimal coverage during hours of high volume.

The **Tulare Lighthouse Rescue Mission** is responsible for the performance of all Shelter activities. Their primary responsibilities include program management, development, and community relations, which includes supervising the Program Manager of the Shelter.

All Shelter operations and logistics staff are supervised by the full-time **Program Manager**. The Program Manager is responsible for coordinating all program services for the Shelter. Primary responsibilities include supervising support staff, vendors, service providers, and program reporting. This position reports directly to **The Tulare Lighthouse Rescue Mission Board of Directors**.

The **Site Leads** are responsible for overseeing daily services and activities in the Shelter and provide support for all Partner Agency services. They oversee all shelter activities including logistics and client intake, oversee distribution of services, and assist in coordination of volunteers and supportive services. They provide support to staff during designated shifts

and assign tasks, oversee administrative duties that support program services. The Site Leaders report directly to the Shelter Program Manager, reporting any staff or shelter issues as needed.

The **Housing Navigator** position provides housing navigation assistance to Shelter clients and conducts an individual assessment of needs, followed by provision of targeted services focused on returning individuals to permanent housing as quickly as possible. The Housing Navigator determine eligibility, enter assessments into Central Intake System for prioritization and linkage to housing providers, help clients obtain necessary documents, and provide individuals with employment guidance and community resources. When clients are referred to other programs, the Housing Navigator can provide a warm hand-off to the service provider. The Housing Navigator is also responsible for accepting new referrals, completing the Diversion Questionnaire and new client intakes, and prepping all data to be ready for handoff to the Data Entry Specialist.

The **Administrative Assistant** manages the HMIS and data for reporting requirements. They are responsible for ensuring that HMIS and Coordinated Entry data is complete, as well as most other ad hoc data recording needs.

The **Shelter Specialists** are a full-time position that covers all shift logistics shifts at the Navigation Center. They resolve conflicts and file incident reports as necessary, report violations and general events in the daily log. This position is largely Logistics based, and a significant amount of cleaning is involved. They also oversee 3rd shift Security crew and conduct safety checks. The Shelter Specialist provides general support for clients, ensuring their safety during the night.

Other more role-specific positions will include hourly **Safety Specialists** .

When available, volunteers assist with daily ongoing operations of the shelter and can be utilized every day of the week. Volunteers help the Shelter Staff with setting up and serving meals, clean-up, laundry, daytime activities, as well as minor administrative duties and distribution of donations. There are also opportunities for Volunteers to do special work projects on-site or to hold special events.

All volunteers are assigned to duties that are appropriate for their age and activity level. It is important that volunteers be reliable, and all staff treat them as a vital component of shelter operations.

All the positions, requirements, and descriptions can be made available by The Lighthouse Human Resources Department and will also be made readily available to all staff.

B. Policies for Staff Training

The Shelter staff are trained in emergency evacuation, first aid procedures, mandated reporting policies, crisis intervention, and CPR procedures. These training courses are repeated and updated annually and as needed. Staff also receive additional training on different topics as opportunities arise and are needed.

Each staff member also receives on-going in-service training in crisis management. Staff also train in Strengths-Based Approaches and positive communication skills. Each staff member is required to attend annual training to update and improve their knowledge. Documentation of training is kept by the Program Manager and is provided to the Human Resources for filing, when appropriate.

Security staff undergo sensitivity training to better equip them to work with homeless clients, and those in crisis.

1. *Emergency Procedures - Evacuation, First Aid, and CPR, 911 Reporting*

Program staff are trained in fire, earthquake, and chemical spill evacuation procedures when hired and annually. Evacuation drills with all staff and clients are held and recorded quarterly. Evacuation protocols are recorded in the Program Manager office for reference.

Evacuation routes are posted throughout the facility. At least one staff on every shift will be trained in first aid and CPR procedures annually. 911 reporting is taught in orientation and reviewed annually. CPR certificates will be kept in staff files. Universal precautions will be followed.

2. Safety Conduct - Prevention of Abuse, Crisis Intervention, Conflict Resolution

Shelter staff is trained in identifying and the prevention of child abuse, vulnerable adult abuse, and sexual harassment titled. Each staff will complete this Mandated Reporter training program annually.

All Program staff complete a course in conflict resolution and crisis intervention upon hire and annually. Records of completed trainings are kept in Human Resource files.

3. Appropriate Behavior for Dignity and Respect

Operations, Program, Administrative and Management staff are trained in a Strengths-Based, Trauma-Informed model of client care. They are trained regularly, including at time of hire, in the best methods of working with, treating, and responding to clients who have had difficult and traumatic life experiences. Each staff member is expected to put these models to use in every interaction they have with clients and potential clients. Staff members are offered training regularly and expected to participate actively. Notice of completion is recorded in staff files, and each staff member has access to this information as needed.

4. Communication

Shelter staff undergoes training in communication skills – such as handling phone calls, confidentiality policies, crisis management and de-escalation of conflict. These communication skills are reinforced through practice and reviewed at regular staff meetings and reviews. Specialty courses covering topics such as communication skills with mentally ill persons, receptionist skills, communication with difficult people, and conflict resolution are completed where needed.

5. Resources and Referrals

Operations, Program, and Housing Navigator Staff are oriented to resources, homeless services, and organizations for collaboration and referral. They are also trained staff who can connect clients to the Coordinated Entry System, as a system designated Entry Point. Resource lists are updated monthly and kept on-site.

Protocols for offering and accepting referrals from other agencies are in place, reviewed by staff, updated, and kept readily available.

6. *Mental Health and Addiction Skills*

All Program staff attend mental health training events which include naming of symptoms, co-occurring diseases, de-escalation techniques, and safety protocols. Special speakers may present workshops on various aspects of mental health diagnoses, symptoms, and care when available. Staff are trained in symptoms of drug abuse, and referrals for treatment. Recovery programs are encouraged, and off-site referrals are made as appropriate.

Though sobriety is not a requirement to stay in the shelter or participate in services, clients are expected to be able to practice self-care, follow all rules and expectations, and behave appropriately and respectfully toward staff, volunteer, and other clients. Drug misuse at the shelter is prohibited and can result in immediate exit from the program.

7. *Self - Care*

Regular staff meetings are held for all staff. Part of the purpose of these meetings is communication and processing of stressors while working in the difficult environment of a large-scale Year-Round Emergency Shelter Program. Staff will be welcome to participate in team-building activities throughout the year, including holiday parties, and events with co-workers.

All staff are trained in effective communication with coworkers and in proper techniques to address coworker harassment and stressors and are aware of the importance of practicing self-care. Staff have been informed of the existing open-door policies with supervisors and the Human Resources department.

8. *Annual Staff Evaluation and Training Plan*

All staff are evaluated by their direct supervisor, after a 90 day probationary period, from their hire date and at semi-annual intervals moving forward. The evaluation form is stored in the employee file held at the Human Resource office.

9. *Documentation of Staff Training*

Attendance of and participation in staff training is recorded in each staff file by the Program Manager. Trainings required by all staff members are also recorded in the Human Resources file to ensure each member's knowledge and information is kept up to date.

This Policy does not include any exceptions or exclusions

OR

This Policy does not include any exceptions or exclusions, save for those granted as accommodations by management on a case-by-case basis.

Non-Compliance:

[e.g. 'All employees within the scope of this policy are expected to comply fully with this policy. Failure to adhere to the guidelines and procedures outlined may result in a review of the actions taken and appropriate disciplinary measures.']

OR

[All guests of Tulare Cares Emergency shelter programs are expected to comply fully with this policy. Failure to meet these expectations may result in the completion of Action Plans, Behavioral Contracts, or Termination of Enrollment.]

Policy Disclaimer

The Lighthouse is dedicated to safeguarding the safety, security, and health of all clients and staff through the implementation of policies. While we strive to offer transparent and consistent guidance, we recognize that unique circumstances may arise. Therefore, The Lighthouse reserves the right to implement these policies. We affirm our commitment to interpreting our policies through an equitable, trauma-informed, and client-focused approach that aims to foster an environment that prioritizes the welfare and dignity of all individuals involved.

Any questions or concerns regarding the application of these policies should be directed to the Program Manager or Lighthouse Board of Directors.

**Tulare Cares Emergency Shelter Operations
Year 1 Proposed Budget**

Personnel - Primary and Supportive Expenses	Description	Cost	Notes
	Non-operation administration fee	\$ 300,000.00	
	Program Manager	\$ 75,000.00	1.0 FTE
	Housing Navigator Lead (60,500)	\$ 65,000.00	1.0 FTE
	Housing Navigators (55,000)	\$ 165,000.00	3.0 FTE
	Administrative Assistance	\$ 60,000.00	1.0 FTE
	Food Service Coordinator (45,000 ann)	\$ 45,000.00	1.0 FTE
	Site Leads 24/7 (attendants) (43,000 ann)	\$ 129,000.00	3.0 FTE
	Shelter Specialist (24 hours X \$22 ph)	\$ 329,475.00	12.0 PT
	10% Admin Fees	\$ 80,347.20	
	Subtotal	\$ 1,248,822.20	22

Other Operating and Facility Expenses	Description	Cost	Notes
	Insurance Costs	\$ 25,000.00	
	Permits and Licenses	\$ 500.00	Enviromental Health Permits
	Food Services	\$ 800,000.00	\$15 PP X 365 DAYS X 150
	Utilities	\$ 150,000.00	20,000sqft x \$5/sqft
	Security	\$ 600,000.00	3rd party security guards
	On site Animal Services, Kennels, Food, Cleaning, etc.	\$ 152,962.40	
	Maintenance and Cleaning Supplies	\$ 75,000.00	
	Other - Misl - (Uniforms, office suplies and devices)	\$ 40,000.00	
	Participant Van, Maintenance and Insurance	\$ 75,000.00	
	Subtotal	\$ 1,918,462.40	
	Total Approximate Expenses	\$ 3,167,284.60	

Funding Sources	Description	Amount	Notes
	Local - Measure Y	\$ 1,000,000.00	
	PLHA (Permanent Local Housing Location)	\$ 482,228.00	Subject to Council and State approval in April 2026
	Local - General Fund	\$ 1,685,056.60	
	Grant - <i>To be determined</i>	\$ -	
	Total Revenue	\$ 3,167,284.60	

	Balance - Year 1	\$ -	*Estimated year 1 shortfall as of February 2025
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City Covered Expenses	Description	Cost	Notes
	Waste Disposal	\$ 50,111.64	
	Sewer Service Fees	\$ 13,200.00	
	Water Service Fees	\$ 5,400.00	
	Capital Maintenance	\$ 88,000.00	
	Limited Veterinary Services	\$ 170,000.00	Veterinary Services
	Exterior Landscaping	\$ 2,155.48	
	Pest Control	\$ 5,000.00	
	Laundry Services	\$ 129,000.00	
	Subtotal	\$ 462,867.12	



Staff Report

Meeting: City Council

Date: February 17, 2026

Department: Finance

Submitted by: Mark Roberts, Chief Financial Officer / Treasurer

Agenda Title: Pension Trust Administration Services

RECOMMENDED ACTION

Adopt a resolution (1) adopting the Public Agencies Post-Employment Benefits Trust ("Plan") administered by Public Agency Retirement Services (PARS) to prefund the City's unfunded accrued pension liabilities; (2) appointing the City Manager, or his designee, as Plan Administrator; (3) authorizing the Plan Administrator to execute the documents necessary to implement the Plan; and (4) authorizing the City Manager to execute an agreement with Phase II Systems dba Public Agency Retirement Services and PARS for pension trust administration services for the period February 18, 2026, through December 31, 2028, with up to two additional one-year extensions under the same terms.

SUMMARY

At its regular meeting on December 16, 2025, the City Council authorized the establishment of an irrevocable supplemental pension reserve trust ("Trust") with initial funding of \$4.0M. In order to create a pension trust, the City must acquire professional trust administration services, adopt a pension trust plan, appoint an administrator for the plan, and execute the legal and administrative documents necessary to implement the plan.

City staff recommends authorizing the City Manager to execute an agreement with Public Agency Retirement Services (PARS), a background summary of which is provided later in this staff report, to provide the City's pension trust administration services. Staff also recommends appointing the City Manager, or his designee, as Plan Administrator, and authorizing the Plan Administrator to execute the documents necessary to implement the Plan.

PARS (from Consultant's Proposal)

PARS is an independent, privately held corporation which has been designing and administering niche retirement plan and trust solutions exclusively for public agencies for the past 40 years. Its core mission is to offer local governments control and flexibility to meet their individual needs by specializing in supplemental pension trusts, post-employment healthcare trusts, retirement/separation incentive plans, alternatives to Social Security plans, and other defined benefit and defined contribution plans. Its primary business functions are retirement plan and trust design, analysis, administration, record keeping, compliance, and consulting.

Since 1984, PARS has been a pioneer in the design and administration of retirement plans and trusts solely for public agencies. Throughout this time, it has experienced continual corporate growth and has built a long track record of service which includes the following key accomplishments:

- administration over 2,300 plans for more than 1,100 public entities;
- development of the first multiple-employer IRS Section 115 trust program for pension prefunding with more than 325 California public agencies joining the program;
- ongoing servicing for over 750,000 public employees.

Since developing a Section 115 trust program in 2004, PARS has developed a number of Section 115 trusts, which includes over 550 member accounts and over \$9.1B in assets under management US Bank National Association (US Bank) would serve in a dual capacity for the City as: 1) investment adviser and manager (with PFM Asset Management LLC [PFMAM] serving as the subadvisor for the City's account), and 2) trustee and custodian to reduce investment and trustee fiduciary risks and burdens for the City.

Additional information regarding PARS, US Bank, and PFMAM may be found in PARS' proposal, submitted with this staff report.

FISCAL IMPACT & FUNDING SOURCES

As noted in the December 16, 2025, staff report to City Council requesting approval of the establishment of the irrevocable supplemental trust, the trust provides the two-fold benefit of prefunding the unfunded accrued liabilities (UALs) of the City's pension plans and/or allowing the City to "smooth" its annual UAL contributions, if desired, during periods when those payments spike significantly.

PARS' annual pension trust administration fees will be based upon the average balance of the pension trust plan's assets, in accordance with the following schedule:

<u>Plan Asset Balance</u>	<u>Ongoing Fee</u>
\$1 - \$10,000,000	0.25%
\$10,000,001 - \$15,000,000	0.20%
\$15,000,001 - \$50,000,000	0.15%
\$50,000,001 and above	0.10%

Trustee and investment management fees are not included in PARS' fees. These fees, which are paid to US Bank and PFMAM, will also be based upon the average balance of the pension trust plan's assets, in accordance with the following schedule:

<u>Plan Asset Balance</u>	<u>Ongoing Fee</u>
Under \$5,000,000	0.35%*
\$5,000,001 - \$10,000,000	0.25%
\$10,000,001 - \$15,000,000	0.20%
\$15,000,001 - \$50,000,000	0.15%
Over \$50 million	0.10%

* Fees are waived on the portfolio's money market fund. The 0.35% fee represents the highest weighted investment management fee that can be charged

All fees will be deducted from the trust plan's assets.

The initial balance approved for deposit in the trust approved by the Council is \$4.0 million. At this level of assets, the total approximate annual fiscal impact, based upon the above schedules, will be approximately \$24,000; however, since the fees are calculated on a percentage basis, they will fluctuate over time, increasing as the plan's assets increase and decreasing should the balance decrease (upon withdrawal of funds or as the result of investment gains and losses).

Future amounts to be recommended for deposit into the pension trust will be dependent upon cash flow analyses conducted by staff.

ENVIRONMENTAL REVIEW

This action does not constitute a "project" pursuant to the California Environmental Quality Act (CEQA).

CONFLICT OF INTEREST

Staff is not aware of any conflicts of interest associated with this action.

LEGAL REVIEW

The pension trust administration services agreement has been reviewed by the City Attorney's Office staff. Changes to the documents, if any, prior to execution will be non-substantive.

PUBLIC NOTICE

This item does not require a public hearing and was noticed as a part of the agenda.

ALTERNATIVE ACTION

1. Approve with changes
2. Deny
3. Table

If the recommended amendments to the Budget Policies & Practices are not approved, the City will be less prepared to withstand large increases in its unfunded pension and OPEB liabilities and Workers' Compensation insurance claims.

ATTACHMENTS

1. Resolution
2. Adoption Agreement for the Post-Employment Section 115 Trust
3. Phase II Systems dba Public Agency Retirement Services and PARS Agreement

Reviewed/Approved: 

RESOLUTION 2026-XXX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TULARE AUTHORIZING THE CITY MANAGER TO EXECUTE ANY/ALL NECESSARY DOCUMENTS TO ESTABLISH AN IRREVOCABLE SUPPLEMENTAL PENSION TRUST

WHEREAS, an irrevocable supplemental pension trust provides the two-fold benefit of prefunding the City's unfunded accrued liabilities (UALs) of the City's pension plans and/or allows the City to mitigate the impact of year-to-year volatility of pension plan contributions by "smoothing" its annual UAL contributions when the required contributions increase significantly; and

WHEREAS, its regular meeting on December 16, 2025, the City Council authorized the establishment of an irrevocable supplemental pension reserve trust ("Trust") with initial funding of \$4.0M; and

WHEREAS, the City has determined that Phase II Systems dba Public Agency Retirement Services and PARS ("PARS") is an administrator of irrevocable supplemental pension trusts and is qualified by experience and ability to perform the services desired by the City; and

WHEREAS, PARS administers the Public Agencies Post-Employment Benefits Trust ("Plan"), a tax-exempt trust performing an essential governmental function within the meaning of Section 115 of the Internal Revenue Code, as amended, and the regulations issued thereunder; and

WHEREAS, the Plan is also a tax-exempt trust under the relevant statutory provisions of the State of California; and

WHEREAS, the City is eligible to participate in the Plan; and

WHEREAS, City staff has recommended the Council adopt the Plan.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Tulare, as follows:

Section 1. The Public Agencies Post-Employment Benefits Trust administered by Public Agency Retirement Services (PARS) is hereby adopted.

Section 2. The City Manager, or their designee, is appointed as Plan Administrator.

Section 3. The Plan Administrator is authorized to execute the documents necessary to implement the Plan.

Section 4. The City Manager is authorized to execute an agreement with Phase II Systems dba Public Agency Retirement Services and PARS for pension trust administration services for the period February 18, 2026, through December 31, 2028, with up to two additional one-year extensions under the same terms.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Tulare this 17th day of February 2026, by the following vote:

Ayes:
Noes:
Absent:
Abstain:

Patrick Isherwood, President of the Council
and Ex-Officio Mayor

ATTEST:
Marc Mondell, City Clerk

By Melissa Wilcox, Chief Deputy City Clerk

The presence of an electronic signature certifies that the foregoing is a true and correct copy as approved by the Tulare City Council.

**PUBLIC AGENCIES
POST-EMPLOYMENT BENEFITS
TRUST AGREEMENT**

(Effective November 5, 2014)

ARTICLE I

DEFINITIONS

- 1.1 “**Adoption Agreement**” shall have the meaning given to such term in Section 2.3.
- 1.2 “**Agency Account**” shall have the meaning given to such term in Section 2.4.
- 1.3 “**Agreement for Administrative Services**” shall mean the agreement executed between the Employer and the Trust Administrator which authorizes the Trust Administrator to perform specific duties of administering the Agency Account of the Employer.
- 1.4 “**Assets**” shall have the meaning given to such term in Section 2.5.
- 1.5 “**Code**” shall mean the Internal Revenue Code of 1986 as amended from time to time.
- 1.6 “**Delegatee**” shall mean an individual or entity, appointed by the Plan Administrator or Employer to act in such matters as are specified in the appointment.
- 1.7 “**Effective Date**” shall mean the date first written above, the date the Trust was established, and with respect to each Employer, the Effective Date shall be the date on which the Employer executes the Adoption Agreement.
- 1.8 “**Eligible Beneficiary**” shall mean any person who, due to his or her relationship to an Eligible Employee, is entitled to post-employment benefits pursuant to the Employer’s Pension Plan or OPEB Plan, including but not limited to the Eligible Employee’s current or former spouse or domestic partner, child, dependent, or survivor.
- 1.9 “**Eligible Employee**” shall mean any employee of an Employer who is entitled to post-employment benefits pursuant to the Employer’s Pension Plan or OPEB Plan. Unless the context otherwise requires, the term “Eligible Employee” as used herein shall include any Eligible Beneficiaries.
- 1.10 “**Employer**” shall mean a public agency that executes the Adoption Agreement, thereby adopting the provisions of this Trust Agreement, provided that such agency is a state, a political subdivision of a state, or an entity the income of which is excludible from gross income under Section 115 of the Code.
- 1.11 “**GASB**” shall mean the Governmental Accounting Standards Board.
- 1.12 “**Omnibus Account**” shall mean an account, established for record keeping purposes only, to aggregate the balances of the Assets credited to the Agency Accounts. The Trust Administrator shall maintain and reconcile, at the Agency Account level (and subaccount level), the investments of the Agency Accounts

and will provide reports to the Plan Administrator with respect to such investments. The Trustee will maintain a record of the aggregate balance (principal and earnings) for all Agency Accounts. The Trust Administrator will in the ordinary course of business maintain a record of the name, address, taxpayer identification number, account number and amount of funds, including earnings, of each Employer. On periodic valuation dates (no less frequently than monthly) to be established by the Trust Administrator, the Trustee and Trust Administrator will reconcile the aggregate balance information maintained by the Trustee with the Agency Account level records maintained by the Trust Administrator pursuant to this Trust Agreement.

- 1.13 “**OPEB**” shall mean “other post-employment benefits,” such as medical, dental, vision, life insurance, long-term care and other similar benefits provided to retirees, other than pension benefits.
- 1.14 “**OPEB Obligation**” shall mean an Employer’s obligation to provide OPEB to its Eligible Employees in accordance with the Employer’s OPEB Plan.
- 1.15 “**OPEB Plan**” shall mean the Public Agencies Post-Employment Health Care Plan, as adopted by the Employer under the Adoption Agreement.
- 1.16 “**Pension Obligation**” shall mean an Employer’s obligation to contribute to the Pension Plan’s Qualified Trust and shall not, for example, mean an Employer’s Obligation to provide retirement benefits under the Pension Plan to the Employer’s Eligible Employees.
- 1.17 “**Pension Plan**” shall mean an Employer’s defined-benefit pension plan or plans, each of which is (i) qualified under Section 401(a) of the Code, (ii) sponsored by the Employer in order to provide retirement benefits to its Eligible Employees, and (iii) partly or wholly funded by the Employer’s contributions to a Qualified Trust.
- 1.18 “**Plan Administrator**” shall mean the individual designated by position of employment at the Employer to act on its behalf in all matters relating to the Employer's participation in the Trust.
- 1.19 “**Qualified Trust**” shall mean a trust which (i) is separate and apart from the Trust, (ii) constitutes a qualified trust under Code Section 401(a), and (iii) funds retirement benefits provided under an Employer’s Pension Plan to the Employer’s Eligible Employees.
- 1.20 “**Trust**” shall mean the Public Agencies Post-Employment Benefits trust arrangement.
- 1.21 “**Trust Administrator**” shall mean Public Agency Retirement Services or any successor trust administrator appointed by the Employers as provided herein. The Trust Administrator shall serve as trust administrator to the Trust established

pursuant to this Trust Agreement until such Trust Administrator resigns or is removed as provided in Article III.

- 1.22** “**Trust Agreement**” shall mean this Public Agencies Post-Employment Benefits trust document adopted by each Employer upon execution of an Adoption Agreement, as amended from time to time.
- 1.23** “**Trustee**” shall mean U.S. Bank National Association, or any successor trustee appointed by the Employers as provided herein. The Trustee shall serve as trustee of the Trust established pursuant to the provisions of this Trust Agreement until such Trustee resigns or is removed as provided in Article III.

ARTICLE II

THE TRUST

2.1 Multiple Employer Trust

The Trust is a multiple employer trust arrangement established to provide economies of scale and efficiency of administration to public agencies that adopt it to hold the assets used to fund the agency’s OPEB Obligation or Pension Obligation or both. The Trust is divided into Agency Accounts to hold the Assets of each Employer as described in Section 2.4.

2.2 Purpose

The Trust is established with the intention that it qualify as a tax-exempt trust performing an essential governmental function within the meaning of Section 115 of the Code and any regulations issued thereunder and as a tax-exempt trust under the provisions of the relevant state’s statutory provisions of each Employer. This Trust Agreement shall be construed and the Trust shall be administered in a manner consistent with such intention. The fundamental purpose of the Trust is to fund the Employer’s OPEB Obligation or Pension Obligation or both. It is intended that adopting Employers retain an interest in the underlying securities held in the Trust on their behalf, rather than in the Trust itself.

The Employer hereby represents and warrants that the assets held hereunder (including the Assets) are not assets of any qualified plan under Code Section 401(a), regardless of the character of such assets once distributed. The Employer hereby acknowledges that the Trust does not constitute a qualified trust under Code Section 401(a).

2.3 Employers

Any public agency may, by action of its governing body in writing accepted by the Trustee, adopt the provisions of the Trust Agreement. Executing an adoption instrument for the Trust (“**Adoption Agreement**”), in the form attached hereto as Exhibit "A" (or such other form as may be approved by the Trustee), shall

constitute such adoption, unless the Trustee requires additional evidence of adoption. In order for such adoption to be effective, the public agency must also execute an Agreement for Administrative Services with Public Agency Retirement Services, the Trust Administrator, pursuant to Section 3.6 of this Trust Agreement. Such adopting Employer shall then become an Employer of the Trust.

Each such Employer shall, at a minimum, furnish the Trust Administrator with the following documents to support its adoption of the Trust:

- (a) a certified copy of the resolution(s) of the governing body of the Employer authorizing the adoption of the Trust Agreement and the appointment of the Plan Administrator for such Employer;
- (b) an original of the Adoption Agreement executed by the Plan Administrator or other duly authorized Employer employee;
- (c) an original of the Agreement for Administrative Services with Public Agency Retirement Services executed by the Plan Administrator or other duly authorized Employer employee and Public Agency Retirement Services;
- (d) an address notice; and
- (e) such other documents as the Trustee may reasonably request.
- (f) Any action taken by the Plan Administrator for an Employer shall be deemed to have been taken by such Employer. Any notice given to or delivered by the Plan Administrator for an Employer shall be deemed to have been given to or delivered by such Employer.

2.4 Agency Accounts

- (a) Upon an Employer's adopting the Trust Agreement, as provided in Section 2.3, a separate "**Agency Account**" shall be established under the Trust for that Employer, and all Assets of the Trust attributable to that Employer shall be held in that Employer's Agency Account.
- (b) An Employer's Agency Account comprises three subaccounts: a "**Pension Account**", an "**OPEB Account**", and a "**Suspense Account**". The Assets of the Trust that are held in the Employer's Pension Account will be available only to fund the Employer's Pension Obligation and defray the reasonable expenses associated with the same. The Assets of the Trust that are held in the Employer's OPEB Account will be available only to fund the Employer's OPEB Obligation and defray the reasonable expenses associated with the same.
- (c) The Assets of the Trust that are held in an Employer's Agency Account shall not be available to pay any obligations incurred by any other Employer as provided in Section 2.8.

(d) All contributions and transfers received by the Trust on behalf of the Employer will be held in the Employer's Agency Account and will be allocated to the subaccounts under the Agency Account as follows:

(1) If the Employer maintains a Pension Account or OPEB Account (and not both a Pension Account and an OPEB Account), all contributions and transfers received by the Trust on the Employer's behalf will be allocated to that subaccount.

(2) If the Employer maintains both a Pension Account and an OPEB Account, contributions and transfers received by the Trust on the Employer's behalf will be allocated to either the Pension Account or OPEB Account, as directed by the Plan Administrator. To the extent the Plan Administrator does not provide such direction, the Employer hereby directs the Trustee to allocate such contributions and transfers to the Suspense Account and to use the assets of the Suspense Account to purchase a position in the sweep vehicle identified on an **exhibit** hereto or, if none is identified, to hold such assets un-invested. The Plan Administrator may at any time direct the reallocation of cash from the Suspense Account to either the Pension Account or the OPEB Account.

(3) Once allocated to the Pension Account or the OPEB Account, amounts under the Trust may not subsequently be transferred to the other subaccount.

2.5 Assets of Agency Account

The assets held in an Agency Account shall consist of all contributions and transfers received by the Trust on behalf of the Employer, together with the income and earnings from such contributions and transfers, and any increments accruing to the Agency Account, net of any investment losses, benefits, expenses or other costs ("Assets"). All contributions or transfers shall be received by the Trustee in cash or in other property acceptable to the Trustee. The Trustee shall manage and administer the Assets held in Agency Accounts without distinction between principal and income. The Trustee and the Trust Administrator shall have no duty to compute any amount to be transferred or paid to the Agency Account by the Employer, and the Trustee and the Trust Administrator shall not be responsible for the collection of any contributions or transfers to the Agency Account.

2.6 Aggregate Balance for Investment and Administration

The balances of the Assets of more than one Agency Account may be aggregated by the Trustee in one or more Omnibus Accounts for investment and administrative purposes, to provide economies of scale and efficiency of administration to the Agency Accounts. The responsibility for Agency Account level accounting (including subaccount-level accounting within each Agency Account) within this Omnibus Account(s) shall be that of the Trust Administrator.

2.7 Trustee Accounting

The Trustee shall be responsible only for maintaining records and maintaining accounts for the aggregate assets of the Trust. The responsibility for accounting and subaccounting for each Agency Account, based upon the Omnibus Account(s), shall be that of the Trust Administrator.

2.8 No Diversion of Assets

The Assets in each Employer's Agency Account shall be held in trust for the exclusive purpose of funding the Employer's OPEB Obligation or Pension Obligation or both and defraying the reasonable expenses associated with the same. The Assets in each Agency Account shall not be used for or diverted to, any other purpose, including, but not limited to, the satisfaction of any other Employer's Pension Obligation or OPEB Obligation.

2.9 Type and Nature of Trust

Neither the full faith and credit nor the taxing power of each Employer is pledged to the distribution of amounts hereunder. Except for contributions and other amounts hereunder, no other amounts are pledged to the distribution of benefits hereunder. Distributions of benefits are neither general nor special obligations of any Employer, but are payable solely from the Assets held in such Employer's Agency Account, as more fully described herein. No employee of any Employer or beneficiary may compel the exercise of the taxing power by any Employer.

Distributions of Assets from any Agency Account are not debts of any Employer within the meaning of any constitutional or statutory limitation or restriction. Such distributions are not legal or equitable pledges, charges, liens or encumbrances, upon any of an Employer's property, or upon any of its income, receipts, or revenues, except amounts in the accounts which are, under the terms of each Plan and the Trust set aside for distributions. Neither the members of the governing body of any Employer nor its officers, employees, agents or volunteers are liable hereunder.

2.10 Loss of Tax-Exempt Status as to Any Employer

If any Employer participating in the Trust receives notice from the Internal Revenue Service that the Trust as to such Employer fails to satisfy the requirements of Section 115 of the Code, or if any Employer consents to the Internal Revenue Service's determination that the Trust fails to meet such requirements, Assets having a value equal to the funds then held in such Employer's Agency Account shall be segregated and placed in a separate trust by the Trustee for the exclusive benefit of such Employer's Eligible Employees within a reasonable time after the Trust Administrator notifies the Trustee of the Internal Revenue Service's determination. Each Employer participating in the Trust agrees to immediately notify the Trust Administrator upon receiving such

notice or giving such consent. The separate trust provided for in this Section 2.10 shall thereafter be considered as a separate trust containing all of the provisions of this Trust Agreement until terminated as provided in this Trust Agreement.

ARTICLE III

ADMINISTRATIVE MATTERS

3.1 Appointment of Trustee

The Employers may, with the approval of two-thirds (2/3) or more of the Employers then participating in the Trust, act to appoint a bank, trust company, retirement board, insurer, committee or such other entity as permitted by law, to serve as the trustee of this Trust. Such action must be in writing. Upon the written acceptance of such entity it shall become the Trustee of the Trust. If the Trustee is removed or resigns pursuant to Section 3.2, the Employers shall appoint a successor Trustee in accordance with the voting requirements set forth in this Section 3.1.

3.2 Resignation or Removal of Trustee

The Employers may act to remove the Trustee, provided that such action must satisfy the voting requirements set forth in Section 3.1 and notice of such action must be promptly delivered to the Trust Administrator, the Trustee and each Plan Administrator. The Trustee may also resign at any time by giving at least ninety (90) days prior written notice to the Trust Administrator and to the Plan Administrator of each Employer that has adopted the Trust Agreement and not terminated its participation in the Trust; provided, however, that the Trustee may resign immediately upon the earlier of the approval date or the effective date of any amendment of the Trust Agreement by the Employers that would change or modify the duties, powers or liabilities of the Trustee hereunder without the Trustee's consent. The Trustee shall, upon the appointment and acceptance of a successor trustee, transfer and deliver the Assets and all records relating to the Trust to the successor, after reserving such reasonable amount as it shall deem necessary to provide for its fees and expenses and any sums chargeable against the Trust for which it may be liable. The Trustee shall do all acts necessary to vest title of record in the successor trustee.

3.3 Withdrawal of Employer

An Employer may elect to withdraw from the Trust by giving at least thirty (30) days prior written notice to the Trustee and the Trust Administrator. If an Employer so elects to withdraw, Assets having a value equal to the funds held in such Employer's Agency Account shall be segregated by the Trustee and, as soon as practicable, shall be transferred to one or more trusts maintained by the Employer, provided that (i) for Assets transferred from the OPEB Account, any such trust shall satisfy the requirements of Section 115 of the Code, (ii) for Assets

transferred from the Pension Account, any such trust shall satisfy the requirements of either Section 115 or 401(a) of the Code, and (iii) all assets held by any such trust and previously held in the Employer's Pension Account or OPEB Account shall qualify as "plan assets" within the meaning of GASB Statement No. 68 (Accounting and Financial Reporting for Pensions—An Amendment of GASB Statement No. 27) or GASB Statement No. 45 (Accounting and Financial Reporting by Employers for Postemployment Benefits Other Than Pensions), respectively, in each case as reasonably determined by the Employer and certified in writing by the Employer to the Trust Administrator. The Employer shall appoint a trustee for such Employer's separate trust and, upon the trustee's acceptance of that appointment, the trustee will be vested with title to the transferred Assets.

3.4 The Plan Administrator

The governing body of each Employer shall have plenary authority for the administration and investment of such Employer's Agency Account pursuant to any applicable state laws and applicable federal laws and regulations. Each Employer shall by resolution designate a Plan Administrator. Unless otherwise specified in the instrument the Plan Administrator shall be deemed to have authority to act on behalf of the Employer in all matters pertaining to the Employer's participation in the Trust and in regard to the Agency Account of the Employer. Such appointment of a Plan Administrator shall be effective upon receipt and acknowledgment by the Trustee and the Trust Administrator and shall be effective until the Trustee and the Trust Administrator are furnished with a resolution of the Employer that the appointment has been modified or terminated.

3.5 Failure to Appoint Plan Administrator

If a Plan Administrator is not appointed, or such appointment lapses, the Employer shall be deemed to be the Plan Administrator. As used in this document the term "Plan Administrator" shall be deemed to mean "Employer" when a Plan Administrator has not been appointed for such Employer.

3.6 Delegatee

The Plan Administrator, acting on behalf of the Employer, may delegate certain authority, powers and duties to a Delegatee to act in those matters specified in the delegation. Any such delegation must be in a writing that names and identifies the Delegatee, states the effective date of the delegation, specifies the authority and duties delegated, is executed by the Plan Administrator, is acknowledged in writing by the Delegatee, and is certified as required in Section 3.7 to the Trust Administrator. Such delegation shall be effective until the Trustee and the Trust Administrator are directed in writing by the Plan Administrator that the delegation has been rescinded or modified.

3.7 Certification to Trustee

The governing body of each Employer, or other duly authorized official, shall certify in writing to the Trustee and the Trust Administrator the names and specimen signatures of the Plan Administrator and Delegatee, if any, and all others authorized to act on behalf of the Employer whose names and specimen signatures shall be kept accurate by the Employer acting through a duly authorized officer or governing body of the Employer. The Trustee and the Trust Administrator shall have no liability if they act upon the direction of a Plan Administrator or Delegatee that has been duly authorized, as provided in Section 3.6, if that Plan Administrator or Delegatee is no longer authorized to act, unless the Employer has informed the Trustee and the Trust Administrator of such change.

3.8 Directions to Trustee

All directions to the Trustee from the Plan Administrator or Delegatee must be in writing and must be signed by the Plan Administrator or Delegatee, as the case may be. For all purposes of this Trust Agreement, direction shall include any certification, notice, authorization, application or instruction of the Plan Administrator, Delegatee or Trustee appropriately communicated. The above notwithstanding, direction may be implied if the Plan Administrator or Delegatee has knowledge of the Trustee's intentions and fails to file written objection.

The Trustee shall have the power and duty to comply promptly with all proper directions of the Plan Administrator or Delegatee, appointed in accordance with the provisions of this Trust Agreement. In the case of any direction deemed by the Trustee to be unclear or ambiguous the Trustee may seek written instructions from the Plan Administrator, the Employer or the Delegatee on such matter and await their written instructions without incurring any liability. If at any time the Plan Administrator or the Delegatee should fail to give directions to the Trustee, the Trustee may act in the manner that in its discretion seems advisable under the circumstances for carrying out the purposes of the Trust and/or the applicable Agency Account which may include not taking any action. The Trustee may request directions or clarification of directions received and may delay acting until clarification is received. In the absence of timely direction or clarification, or if the Trustee considers any direction to be a violation of the Trust Agreement or any applicable law, the Trustee shall in its sole discretion take appropriate action, or refuse to act upon a direction.

3.9 Appointment of Trust Administrator

The Employers may, with the approval of two-thirds (2/3) or more of the Employers then participating in the Trust, act to appoint a bank, trust company, retirement board, insurer, committee or such other entity as permitted by law, to serve as Trust Administrator of the Trust. Such action must be in writing. Upon the written acceptance of such entity it shall become the Trust Administrator of

the Trust. If the Trust Administrator is removed or resigns pursuant to Section 3.13, the Employers shall appoint a successor Trust Administrator in accordance with the voting requirements set forth in this Section 3.9.

3.10 Trust Administrator

The Trust Administrator's duties involve the performance of the following services pursuant to the provisions of this Trust Agreement and the Agreement for Administrative Services:

- (a) Performing periodic accounting of each Agency Account (including subaccount-level accounting within each Agency Account) and reconciling such Agency Account balances with the Trust/Omnibus Account;
- (b) Directing the Trustee to make distributions from the appropriate subaccount under an Agency Account in accordance with Section 5.9.
- (c) Allocating contributions, earnings and expenses to each Agency Account and the underlying subaccounts;
- (d) Directing the Trustee to pay the fees of the Trust Administrator and to do such other acts as shall be appropriate to carry out the intent of the Trust;
- (e) Such other services as the Employer and the Trust Administrator may agree in the Agreement for Administrative Services pursuant to Section 2.3.

The Trust Administrator shall be entitled to rely on, and shall be under no duty to question, any direction and/or data received from the Plan Administrator, or other duly authorized entity, in order to perform its authorized duties under this Trust Agreement. The Trust Administrator shall not have any duty to compute contributions made to the Trust, determine or inquire whether contributions made to the Trust by the Plan Administrator or other duly authorized entity are adequate to meet an Employer's Pension Obligation or OPEB Obligation as may be determined under any applicable GASB pronouncement; or determine or inquire whether contributions made to the Trust are in compliance with the Employer's OPEB Plan or Pension Plan. The Trust Administrator shall not be liable for nonperformance of duties if such nonperformance is directly caused by erroneous, and/or late delivery of, directions or data from the Plan Administrator, or other duly authorized entity.

3.11 Additional Trust Administrator Services

The Plan Administrator may at any time retain the Trust Administrator as its agent to perform any act, keep any records or accounts and make any computations which are required of the Employer or the Plan Administrator by this Trust Agreement or by the Employer's policies and/or applicable collective bargaining agreements. The Trust Administrator shall be separately compensated

for such service and such services shall not be deemed to be contrary to the Trust Agreement.

3.12 Trust Administrator's Compensation

As may be agreed upon from time to time by the Employer and Trust Administrator, the Trust Administrator will be paid reasonable compensation for services rendered or reimbursed for expenses properly and actually incurred in the performance of duties with respect to such Employer's Agency Account and to the Trust.

3.13 Resignation or Removal of Trust Administrator

The Employers may act to remove the Trust Administrator, provided that such action must satisfy the voting requirements set forth in Section 3.9 and notice of such action must be promptly delivered to the Trust Administrator, the Trustee and each Plan Administrator. The Trust Administrator may also resign at any time by giving at least one hundred and twenty (120) days prior written notice to the Trustee and to the Plan Administrator of each Employer that has adopted the Trust Agreement and not terminated its participation in the Trust; provided, however, that the Trust Administrator may resign immediately upon the earlier of the approval date or the effective date of any amendment of the Trust Agreement by the Employers that would change or modify the duties, powers or liabilities of the Trust Administrator hereunder without the Trust Administrator's consent. The Trust Administrator shall, upon the appointment and acceptance of a successor trust administrator, transfer all records relating to the Trust to the successor.

ARTICLE IV

THE TRUSTEE

4.1 Powers and Duties of the Trustee

Except as otherwise provided in Article V and subject to Article VI, the Trustee shall have full power and authority with respect to property held in the Trust to do all such acts, take all proceedings, and exercise all such rights and privileges, whether specifically referred to or not in this document, as could be done, taken or exercised by the absolute owner, including, without limitation, the following:

- (a) To invest and reinvest the Assets or any part hereof in any one or more kind, type, class, item or parcel of property, real, personal or mixed, tangible or intangible; or in any one or more kind, type, class, item or issue of investment or security; or in any one or more kind, type, class or item of obligation, secured or unsecured; or in any combination of them (including those issued by the Trustee of any of its affiliates, to the extent permitted by applicable law), and to retain the property for the period of time that the Trustee deems appropriate;

(b) To acquire and sell options to buy securities ("call" options) and to acquire and sell options to sell securities ("put" options);

(c) To buy, sell, assign, transfer, acquire, loan, lease (for any purpose, including mineral leases), exchange and in any other manner to acquire, manage, deal with and dispose of all or any part of the Trust property, for cash or credit and upon any reasonable terms and conditions;

(d) To make deposits, with any bank or savings and loan institution, including any such facility of the Trustee or an affiliate thereof provided that the deposit bears a reasonable rate of interest;

(e) To invest and reinvest the Assets, or any part thereof in any one or more collective investment trust funds, including common and group trust funds that consist exclusively of assets of exempt pension and profit sharing trusts and individual retirement accounts qualified and tax exempt under the Code, that are maintained by the Trustee or an affiliate thereof. The declaration of trust or plan of operations for any such common or collective fund is hereby incorporated herein and adopted into this Trust Agreement by this reference. The combining of money and other assets of the Trust with money and other assets of other non-qualified trusts in such fund or funds is specifically authorized. Notwithstanding anything to the contrary in this Trust Agreement, the Trustee shall have full investment responsibility over Assets of the Trust invested in such commingled funds. If the plan and trust for any reason lose their tax exempt status, and the Assets have been commingled with assets of other tax exempt trusts in Trustee's collective investment funds, the Trustee shall within 30 days of notice of such loss of tax exempt status, liquidate the Trust's units of the collective investment fund(s) and invest the proceeds in a money market fund pending investment or other instructions from the Plan Administrator. The Trustee shall not be liable for any loss or gain or taxes, if any, resulting from said liquidation;

(f) To place uninvested cash and cash awaiting distribution in one or more mutual funds and/or commingled investment funds maintained by or made available by the Trustee or any of its affiliates, and to receive compensation from the sponsor of such fund(s) for services rendered, separate and apart from any Trustee's fees hereunder. The Trustee or its affiliate may also be compensated for providing investment advisory services to any mutual fund or commingled investment funds;

(g) To borrow money for the purposes of the Trust from any source with or without giving security; to pay interest; to issue promissory notes and to secure the repayment thereof by pledging all or any part of the Assets;

(h) To take all of the following actions: to vote proxies of any stocks, bonds or other securities; to give general or special proxies or powers of attorney with or

without power of substitution; to exercise any conversion privileges, subscription rights or other options, and to make any payments incidental thereto; to consent to or otherwise participate in corporate reorganizations or other changes affecting corporate securities and to delegate discretionary powers and to pay any assessments or charges in connection therewith; and generally to exercise any of the powers of an owner with respect to stocks, bonds, securities or other property held in the Trust;

(i) To make, execute, acknowledge and deliver any and all documents of transfer and conveyance and any and all other instruments that may be necessary or appropriate to carry out the powers herein granted;

(j) To raze or move existing buildings; to make ordinary or extraordinary repairs, alterations or additions in and to buildings; to construct buildings and other structures and to install fixtures and equipment therein;

(k) To pay or cause to be paid from the Trust any and all real or personal property taxes, income taxes or other taxes or assessments of any or all kinds levied or assessed upon or with respect to the Trust;

(l) To exercise all the further rights, powers, options and privileges granted, provided for, or vested in trustees generally under applicable federal or state laws, as amended from time to time, it being intended that, except as herein otherwise provided, the powers conferred upon the Trustee herein shall not be construed as being in limitation of any authority conferred by law, but shall be construed as consistent or in addition thereto.

4.2 Additional Trustee Powers

In addition to the other powers enumerated above, the Trustee in any and all events is authorized and empowered:

(a) To invest funds pending required directions in any type of interest-bearing account, including, without limitation, time certificates of deposit or interest-bearing accounts issued by the Trustee, or any mutual fund or short term investment fund ("**Fund**"), whether sponsored or advised by the Trustee or any affiliate thereof); the Trustee or its affiliates may be compensated for providing such investment advice and providing other service to such Fund, in addition to any Trustee's fees received pursuant to this Trust Agreement;

(b) To cause all or any part of the Trust to be held in the name of the Trustee (which in such instance need not disclose its fiduciary capacity) or, as permitted by law, in the name of any nominee, and to acquire for the Trust any investment in bearer form, but the books and records of the Trust shall at all times show that all such investments are a part of the Trust and the Trustee shall hold evidences of title to all such investments;

- (c) To serve as custodian with respect to the Trust Assets;
- (d) To employ such custodians, agents and counsel as may be reasonably necessary in managing and protecting the Assets and to pay them reasonable compensation from the Trust; to employ any broker-dealer or other agent, including any broker-dealer or other agent affiliated with the Trustee, and pay to such broker-dealer or other agent, at the expense of the Trust, its standard commissions or compensation; to settle, compromise or abandon all claims and demands in favor of or against the Trust; and to charge any premium on bonds purchased at par value to the principal of the Trust without amortization from the Trust, regardless of any law relating thereto;
- (e) In addition to the powers listed herein, to do all other acts necessary or desirable for the proper administration of the Trust, as though the absolute owner thereof;
- (f) To prosecute, compromise and defend lawsuits, but without obligation to do so, all at the risk and expense of the Trust; and to tender its defense to the Employer in any legal proceeding where the interests of the Trustee and the Employer are not adverse;
- (g) To exercise and perform any and all of the other powers and duties specified in this Trust Agreement or the Plan;
- (h) To permit such inspections of documents at the principal office of the Trustee as are required by law, subpoena or demand by a United States agency;
- (i) To comply with all requirements imposed by applicable provisions of law;
- (j) To seek written instructions from the Plan Administrator or other fiduciary on any matter and await their written instructions without incurring any liability. If at any time the Plan Administrator or the fiduciary should fail to give directions to the Trustee, the Trustee may act in the manner that in its discretion seems advisable under the circumstances for carrying out the purposes of the Trust;
- (k) To compensate such executive, consultant, actuarial, accounting, investment, appraisal, administrative, clerical, secretarial, medical, custodial, depository and legal firms, personnel and other employees or assistants as are engaged by the Plan Administrator in connection with funding the Employer's OPEB Obligation or Pension Obligation or both and to pay from the Trust the necessary expenses of such firms, personnel and assistants, to the extent not paid by the Plan Administrator;

(l) To act upon proper written directions of the Plan Administrator or Delegatee, including directions given by photostatic transmissions using facsimile signature, and such other forms of directions as the parties shall agree;

(m) To pay from the Trust the expenses reasonably incurred in the administration of the Trust;

(n) To maintain insurance for such purposes, in such amounts and with such companies as the Plan Administrator shall elect, including insurance to cover liability or losses occurring by reason of the acts or omissions of fiduciaries but only if such insurance permits recourse by the insurer against the fiduciary in the case of a breach of a fiduciary obligation by such fiduciary.

ARTICLE V

INVESTMENTS

5.1 Discretionary Versus Directed Investment

For the Pension Account and the OPEB Account under the Agency Account, the Employer shall elect either a discretionary or directed investment approach. The Employer may elect the same or different investment approaches for those two subaccounts. The Employer hereby elects a directed approach for the Suspense Account. If the Employer elects a discretionary investment approach for a subaccount, the Employer shall further elect between the various investment strategies offered and the Trustee, in accordance with Article IV, shall have absolute discretion over the investment of the Assets held in such subaccount under the Employer's Agency Account. If the Employer elects a directed investment approach for a subaccount, the Trustee shall direct the investment of the Assets of such subaccount under the Employer's Agency Account in accordance with the direction provided by such Employer.

5.2 Trustee Fees

As may be agreed upon, in writing, between the Plan Administrator and Trustee, the Trustee will be paid reasonable compensation for services rendered or reimbursed for expenses properly and actually incurred in the performance of duties with respect to the applicable Agency Account or the Trust.

5.3 Contributions

Eligible Employees are not permitted to make contributions to the Trust. The Plan Administrator shall, on behalf of the Employer, make all contributions to the Trustee. Such contributions shall be in cash unless the Trustee agrees to accept a contribution that is not in cash. All contributions shall be paid to the Trustee for investment and reinvestment pursuant to the terms of this Trust Agreement. The Trustee shall not have any duty to determine or inquire whether any contributions

to the Trust made to the Trustee by any Plan Administrator are in compliance with the Employer's Pension Plan or OPEB Plan; nor shall the Trustee have any duty or authority to compute any amount to be paid to the Trustee by any Plan Administrator; nor shall the Trustee be responsible for the collection or adequacy of the contributions to meet an Employer's Pension Obligation or OPEB Obligation. The contributions received by the Trustee from each Employer shall be held and administered pursuant to the terms hereof without distinction between income and principal.

5.4 Records

(a) The Trustee shall maintain accurate records and detailed accounts of all investments, receipts, disbursements and other transactions hereunder at the Trust level. Such records shall be available at all reasonable times for inspection by the Trust Administrator. The Trustee shall, at the direction of the Trust Administrator, submit such valuations, reports or other information as the Trust Administrator may reasonably require.

(b) The Assets of the Trust shall be valued at their fair market value on the date of valuation, as determined by the Trustee based upon such sources of information as it may deem reliable; provided, however, that the Plan Administrator shall instruct the Trustee as to valuation of assets which are not readily determinable on an established market. The Trustee may rely conclusively on such valuations provided by the Plan Administrator and shall be indemnified and held harmless by the Employer with respect to such reliance. If the Plan Administrator fails to provide such values, the Trustee may take whatever action it deems reasonable, including employment of attorneys, appraisers or other professionals, the expense of which will be an expense of administration of the Trust. Transactions in the account involving such hard to value assets may be postponed until appropriate valuations have been received and Trustee shall have no liability therefore.

5.5 Statements

(a) Periodically as specified, and within sixty days after December 31, or the end of the Trust's fiscal year if different, Trustee shall render to the Trust Administrator as directed, a written account showing in reasonable summary the investments, receipts, disbursements and other transactions engaged in by the Trustee during the preceding fiscal year or period with respect to the Trust. Such account shall set forth the assets and liabilities of the Trust valued as of the end of the accounting period.

(b) The Trust Administrator may approve such statements either by written notice or by failure to express objections to such statements by written notice delivered to the Trustee within 90 days from the date the statement is delivered to the Trust Administrator. Upon approval, the Trustee shall be released and discharged as to all matters and items set forth in such statement as if such

account had been settled and allowed by a decree from a court of competent jurisdiction.

5.6 Wire Transfers

The Trustee shall follow the Plan Administrator's, Delegatee's, or Trust Administrator's wire transfer instructions in compliance with the written security procedures provided by the party providing the wire transfers. The Trustee shall perform a telephonic verification to the Plan Administrator, Trust Administrator, or Delegatee, or such other security procedure as selected by the party providing wire transfer directions, prior to wiring funds or following facsimile directions as Trustee may require. The Plan Administrator assumes the risk of delay of transfer if Trustee is unable to reach the Plan Administrator, or in the event of delay as a result of attempts to comply with any other security procedure selected by the directing party.

5.7 Exclusive Benefit

The Assets of an Employer's Agency Account shall be held in trust for the exclusive purpose of funding the Employer's OPEB Obligation or Pension Obligation or both and defraying the reasonable expenses associated with the same and shall not be used for or diverted to any other purpose. No party shall have authority to use or divert the Assets of an Agency Account of an Employer for the satisfaction of any other Employer's Pension Obligation or OPEB Obligation or any other Employer's expenses.

5.8 Delegation of Duties

The Plan Administrator, Delegatee, or Trust Administrator, may at any time retain the Trustee as its agent to perform any act, keep any records or accounts and make any computations that are required of the Plan Administrator, Delegatee or Trust Administrator by this Trust Agreement or by the Plan. The Trustee may be compensated for such retention and such retention shall not be deemed to be contrary to this Trust Agreement.

5.9 Distributions

(a) The Trustee shall, from time to time, upon the written direction of the Plan Administrator or Delegatee, make distributions from the Assets of the Trust under the OPEB Account to the insurers, third party administrators, service providers or other entities providing benefits or services under the OPEB Plan, or to Eligible Employees and Eligible Beneficiaries for reimbursement of OPEB Plan premiums (or other payments for OPEB Plan benefits) paid by the Eligible Employee or Eligible Beneficiary, or to the Employer for reimbursement of OPEB Plan benefits and expenses paid by the Employer, in such manner in such form(s), in such amounts and for such purposes as may be specified in such directions.

(b) In addition, the Trustee shall, from time to time, upon the written direction of the Plan Administrator or Delegatee, make distributions from the Assets of the Trust under the Pension Account directly to (i) the Qualified Trust as employer contributions, (ii) any insurers, third party administrators, service providers or other entities providing services in connection with determining the Employer's Pension Obligation, or (iii) the Employer as reimbursement for the Employer's payment of amounts described in this Section 5.9(b)(i) and (ii).

(c) In no event shall the Trustee have any responsibility respecting the application of distributions from the Assets of the Trust, or for determining or inquiring into whether such distributions are in accordance with the Employer's OPEB Plan, Pension Plan, policies, or applicable collective bargaining agreements.

ARTICLE VI

FIDUCIARY RESPONSIBILITIES

6.1 More Than One Fiduciary Capacity

Any one or more of the fiduciaries with respect to the Trust Agreement or the Trust may, to the extent required thereby or as directed by the Plan Administrator pursuant to this Trust Agreement, serve in more than one fiduciary capacity with respect to the Trust Agreement and the Trust.

6.2 Fiduciary Discharge of Duties

Except as otherwise provided by applicable law, each fiduciary shall discharge such fiduciary's duties with respect to the Trust Agreement and the Trust:

(a) solely in the interest of the Eligible Employees and for the exclusive purpose of funding the Employer's OPEB Obligation or Pension Obligation or both and defraying the reasonable expenses associated with the same; and

(b) with the care, skill, prudence, and diligence under the circumstances then prevailing that a prudent man acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of like character and with like aims.

6.3 Limitations on Fiduciary Responsibility

To the extent allowed by the laws of the state of each Employer:

No fiduciary shall be liable with respect to a breach of fiduciary duty by any other fiduciary if such breach was committed before such party became a fiduciary or after such party ceased to be a fiduciary.

No fiduciary shall be liable for a breach by another fiduciary except as provided by law.

No fiduciary shall be liable for carrying out a proper direction from another fiduciary, including refraining from taking an action in the absence of a proper direction from the other fiduciary possessing the authority and responsibility to make such a direction, which direction the fiduciary in good faith believes to be authorized and appropriate.

6.4 Indemnification of Trustee by Employer

The Trustee shall not be liable for, and Employer shall (to the extent allowed by the laws of the state of each Employer) indemnify, defend (as set out in Section 6.8 of this Trust Agreement), and hold the Trustee (including its officers, agents, employees and attorneys) and other Employers harmless from and against any claims, demands, loss, costs, expense or liability imposed on the indemnified party, including reasonable attorneys' fees and costs incurred by the indemnified party, arising as a result of Employer's active or passive negligent act or omission or willful misconduct in the execution or performance of its duties under this Trust Agreement.

6.5 Indemnification of Employer by Trustee

The Employer shall not be liable for, and Trustee shall (to the extent allowed by the laws of the state of each Employer) indemnify, defend (as set out in Section 6.8 of this Trust Agreement), and hold the Employer (including its officers, agents, employees and attorneys) and other Employers harmless from and against any claims, demands, loss, costs, expense or liability imposed on the indemnified party, including reasonable attorneys' fees and costs incurred by the indemnified party, arising as a result of Trustee's active or passive negligent act or omission or willful misconduct in the execution or performance of its duties under this Trust Agreement.

6.6 Indemnification of Trustee by Trust Administrator

The Trustee shall not be liable for, and Trust Administrator shall (to the extent allowed by the laws of the state of each Employer) indemnify and hold the Trustee (including its officers, agents, employees and attorneys) harmless from and against any claims, demands, loss, costs, expense or liability imposed on the indemnified party, including reasonable attorneys' fees and costs incurred by the indemnified party, arising as a result of Trust Administrator's active or passive negligent act or omission or willful misconduct in the execution or performance of its duties under this Trust Agreement.

6.7 Indemnification of Trust Administrator by Trustee

The Trust Administrator shall not be liable for, and Trustee shall (to the extent allowed by the laws of the state of each Employer) indemnify and hold the Trust

Administrator (including its officers, agents, employees and attorneys) harmless from and against any claims, demands, loss, costs, expense or liability imposed on the indemnified party, including reasonable attorneys' fees and costs incurred by the indemnified party, arising as a result of Trustee's active or passive negligent act or omission or willful misconduct in the execution or performance of its duties under this Trust Agreement.

6.8 Indemnification Procedures

Promptly after receipt by an indemnified party of notice or receipt of a claim or the commencement of any action for which indemnification may be sought, the indemnified party will notify the indemnifying party in writing of the receipt or commencement thereof. When the indemnifying party has agreed to provide a defense as set out above that party shall assume the defense of such action (including the employment of counsel, who shall be counsel reasonably satisfactory to such indemnitee) and the payment of expenses, insofar as such action shall relate to any alleged liability in respect of which indemnity may be sought against the indemnifying party. Any indemnified party shall have the right to employ separate counsel in any such action and to participate in the defense thereof, but the fees and expenses of such counsel shall not be at the expense of the indemnifying party unless (i) the employment of such counsel has been specifically authorized by the indemnifying party or (ii) the named parties to any such action (including any impleaded parties) include both the indemnifying party and the indemnified party and representation of both parties by the same counsel would be inappropriate due to actual or potential differing interest between them. The indemnifying party shall not be liable to indemnify any person for any settlement of any such action effected without the indemnifying party's consent. The indemnification procedures of this Trust Agreement shall survive the termination of the Trust, any Employer's participation in the Trust and/or this Trust Agreement.

6.9 No Joint and Several Liability

This document is not intended to and does not create any joint powers agreement or any joint and several liability. No Employer shall be responsible for any contributions, costs or distributions of any other Employer.

ARTICLE VII

AMENDMENT, TERMINATION AND MERGER

7.1 No Contractual Obligation

An Employer's participation in the Trust does not create, and is not intended to create, any contractual obligation to Eligible Employees. Therefore, no Employer is contractually obligated to Eligible Employees solely due to its participation in

the Trust to continue providing benefits under its Pension Plan or OPEB Plan or to make contributions to the Trust.

7.2 Amendment of Trust

(a) The Trust Agreement may be amended only by the approval of two-thirds (2/3) or more of the Employers then participating in the Trust. Any such amendment by the Employers shall be set forth in an instrument in writing and shall be delivered to the Trustee, the Trust Administrator and all Plan Administrators not less than one hundred and eighty (180) days before the effective date of such amendment; provided, however, that any party may waive in writing such 180-day requirement with respect to any amendment (and such waiver shall not constitute a waiver with respect to any other amendment); and provided, further, that a waiver in writing of such 180-day requirement by two-thirds (2/3) or more of the Plan Administrators of the Employers participating in the Trust as of the date the amendment is adopted shall constitute a waiver of such 180-day requirement by all of the Employers then participating in the Trust. In addition, the Trust Administrator or the Trustee shall have the right to amend this Trust Agreement from time to time (without the requirement of a vote of Employers) solely for the purpose of keeping the Trust Agreement in compliance with the Code and applicable state law. Any such amendment by the Trust Administrator or the Trustee shall be set forth in an instrument in writing and shall be delivered to the Trustee, the Trust Administrator and all Plan Administrators promptly as each is made.

(b) Any amendment of the Trust Agreement may be current, retroactive or prospective, provided, however, that no amendment shall:

(1) Cause the Assets of any Agency Account to be used for or diverted to purposes other than for the exclusive purpose of funding the Employer's OPEB Obligation or Pension Obligation or both and defraying the reasonable expenses associated with the same.

(2) Permit the Assets of any Agency Account to be used for the benefit of any other Employer.

7.3 Termination of Employer's Obligation to Provide Pension Benefits or OPEB

A termination of the Employer's obligation to provide benefits under the Employer's Pension Plan or OPEB Plan for which the Employer's Agency Account was established shall not, in itself, effect a termination of the Agency Account. Upon a termination of the Employer's obligation to provide benefits under its Pension Plan or OPEB Plan, the Assets of the Employer's Pension Account or OPEB Account, as applicable, will be distributed by the Trustee when directed by the Plan Administrator in accordance with this Section 7.3. From and after the date of such termination and until final distribution of all Assets under the Employer's Agency Account, the Trustee shall continue to have all the powers

provided herein as are necessary or expedient for the orderly liquidation and distribution of such Assets, and the Agency Account shall continue until the Assets have been completely distributed. Any Assets remaining in the Pension Account or OPEB Account will be used first to satisfy any remaining Pension Obligation or OPEB Obligation, respectively, pursuant to the Employer's Pension Plan or OPEB Plan (to the extent that such distribution constitutes the exercise of an "essential governmental function" within the meaning of Section 115 of the Code) and to satisfy any of such Employer's obligations under this Trust Agreement. Any Assets remaining in the Employer's Pension Account or OPEB Account (as applicable) after giving effect to the preceding sentence will be paid to the Employer to the extent permitted by law and consistent with the requirements of Section 115 of the Code.

7.4 Fund Recovery Based on Mistake of Fact

Except as hereinafter provided or in accordance with Section 7.3, the Assets of the Trust shall never inure to the benefit of the Employer. The Assets shall be held for the exclusive purpose of funding the Employer's OPEB Obligation or Pension Obligation or both and defraying the reasonable expenses associated with the same. However, in the case of a contribution which is made by an Employer because of a mistake of fact, that portion of the contribution relating to the mistake of fact (exclusive of any earnings or losses attributable thereto) may be returned to the Employer, provided such return occurs within two (2) years after discovery by the Employer of the mistake. If any repayment is payable to the Employer, then, as a condition to such repayment, and only if requested by Trustee, the Employer shall execute, acknowledge and deliver to the Trustee its written undertaking, in a form satisfactory to the Trustee, to indemnify, defend and hold the Trustee harmless from all claims, actions, demands or liabilities arising in connection with such repayment.

7.5 Termination of Trust

(a) The Trust and this Trust Agreement may be terminated by the unanimous agreement of all Employers, which action must be in writing and delivered to the Trustee and Trust Administrator. Upon termination of the Trust under this Section 7.5(a), the Assets of each Employer's Pension Account or OPEB Account, as applicable, will be distributed by the Trustee when directed by the Plan Administrator in accordance with this Section 7.5(a). From and after the date of such termination and until final distribution of all Assets under each Employer's Agency Account, the Trustee shall continue to have all the powers provided herein as are necessary or expedient for the orderly liquidation and distribution of such Assets, and the Agency Account shall continue until the Assets have been completely distributed. Any Assets remaining in the Pension Account or OPEB Account will be used first to satisfy any remaining Pension Obligation or OPEB Obligation, respectively, pursuant to the Employer's Pension Plan and OPEB Plan (to the extent that such distribution constitutes the exercise of an "essential governmental function" within the meaning of Section 115 of the Code) and to

satisfy any of such Employer's obligations under this Trust Agreement. Any Assets remaining in the Employer's Pension Account or OPEB Account (as applicable) after giving effect to the preceding sentence will be paid to the Employer to the extent permitted by law and consistent with the requirements of Section 115 of the Code.

(b) Contributions to the Trust are conditioned on initial qualification of the Trust under Section 115 of the Code. If the Trust receives an adverse determination with respect to its initial qualification, then the Trust and this Trust Agreement will automatically terminate without any action by any Employer or other parties. After such termination, the Assets of each Employer's Pension Account or OPEB Account, as applicable, will be returned by the Trustee to the Employer as directed by the Plan Administrator in accordance with this Section 7.5(b) to the extent permitted by law and consistent with the requirements of Section 115 of the Code. This Section 7.5(b) will cease to apply upon the Trust's receipt of a favorable determination with respect to its initial qualification.

(c) The Trust and this Trust Agreement may be terminated only as described in this Section 7.5. In no case will the assets of the Trust be distributed on termination to an entity that is not a state, a political subdivision of a state or an entity the income of which is excluded from gross income under Section 115 of the Code.

ARTICLE VIII

MISCELLANEOUS PROVISIONS

8.1 Nonalienation

Eligible Employees do not have an interest in the Trust. Accordingly, the Trust shall not in any way be liable to attachment, garnishment, assignment or other process, or be seized, taken, appropriated or applied by any legal or equitable process, to pay any debt or liability of an Eligible Employee or any other party. Trust Assets shall not be subject to the claims of any Employer or the claims of its creditors.

8.2 Saving Clause

In the event any provision of this Trust Agreement is held illegal or invalid for any reason, said illegality or invalidity shall not affect the remaining parts of the Trust Agreement, but this instrument shall be construed and enforced as if said provision had never been included.

8.3 Applicable Law

This Trust Agreement and the Trust shall be construed, administered and governed under the Code and the law of the State of California. To the extent any

of the provisions of this Trust Agreement are inconsistent with the Code or applicable state law, the provisions of the Code or state law shall control. In the event, however, that any provision is susceptible to more than one interpretation, such interpretation shall be given thereto as is consistent with the Trust Agreement being a tax-exempt trust within the meaning of the Code.

8.4 Joinder of Parties

In any action or other judicial proceedings affecting this Trust Agreement, it shall be necessary to join as parties only the Trustee, the Plan Administrator or Delegatee. No participant or other persons having an interest in the Trust or any Agency Account shall be entitled to any notice or service of process unless otherwise required by law. Any judgment entered in such a proceeding or action shall be binding on all persons claiming under this Trust Agreement; provided, however, that nothing in this Trust Agreement shall be construed as to deprive a participant of such participant's right to seek adjudication of such participant's rights under applicable law.

8.5 Employment of Counsel

The Trustee may consult with legal counsel (who may be counsel for the Trustee, the Trust Administrator or any Employer) with respect to the interpretation of this Agreement or the Trustee's duties hereunder or with respect to any legal proceedings or any questions of law and shall be entitled to take action or not to take action in good faith reliance on the advice of such counsel and charge the Trust and, as applicable, one or more Agency Accounts.

8.6 Gender and Number

Words used in the masculine, feminine or neuter gender shall each be deemed to refer to the other whenever the context so requires; and words used in the singular or plural number shall each be deemed to refer to the other whenever the context so requires.

8.7 Headings

Headings used in this Trust Agreement are inserted for convenience of reference only and any conflict between such headings and the text shall be resolved in favor of the text.

8.8 Counterparts

This Trust Agreement may be executed in an original and any number of counterparts by the Plan Administrator (executing an Adoption Agreement), the Trust Administrator and the Trustee, each of which shall be deemed to be an original of the one and the same instrument.

IN WITNESS WHEREOF, the Plan Administrator (by executing the Adoption Agreement), the Trustee and the Trust Administrator have executed this Trust Agreement by their duly authorized agents on the Effective Date.


U.S. BANK NATIONAL ASSOCIATION

“Trustee”

By: 
Signature
Susan M. Hughes
Typed or printed name
Its: Vice President & Relationship Manager

**PUBLIC AGENCY
RETIREMENT SERVICES**

“Trust Administrator”

By: 
Signature
Daniel Johnson
Typed or printed name
Its: President



AGREEMENT
FOR
PENSION TRUST ADMINISTRATION
SERVICES
BETWEEN
THE CITY OF TULARE
AND
PHASE II SYSTEMS D.B.A. "PUBLIC
AGENCY RETIREMENT SERVICES" AND
"PARS"

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CONSULTING SERVICES AGREEMENT

This **CONSULTING SERVICES AGREEMENT** (the “Agreement”) is made and entered into as of the 18th day of February 2026, (“Effective Date”), by and between the **CITY OF TULARE** (hereinafter the “City”) and **PHASE II SYSTEMS**, a California corporation, d.b.a. Public Agency Retirement Services and PARS (hereinafter the “Consultant”).

Upon the following terms and conditions of this Agreement, the City desires to retain Consultant to perform the following:

1. PROFESSIONAL SERVICES.

Consultant will provide comprehensive trust administration services for the City’s irrevocable supplemental pension trust (the “Trust”) under the terms and conditions of this Agreement at the direction of the City’s Chief Financial Officer or his/her Designee. The scope of work to be performed by Consultant is provided for in **Exhibit “A”**, attached hereto and incorporated herein by reference.

2. COMPENSATION.

As sole compensation for the performance of the services, the City hereby agrees to pay Consultant monthly for services rendered to the City pursuant to this Agreement on a time and materials basis according to the rates of compensation as set forth in **Exhibit “B”** attached hereto. Consultant will receive no royalty or other remuneration for the production or distribution of any products developed by the City or by Consultant in connection with, or based upon, the services.

3. BILLING.

Consultant’s fees shall be charged in arrears monthly and debited directly from the balance of the City’s assets under management by the Consultant. Consultant shall submit to the City a statement monthly, prepared in a form satisfactory to City, describing the beginning balance, contributions, earnings, expenses, distributions, transfers, and ending balance for the period covered by the statement. Statements shall be in full accord with any and all applicable provisions of this Agreement. In the event the City chooses to make payment directly to Consultant, Consultant shall submit to the City an itemized invoice, prepared in a form satisfactory to the City, describing its services and costs for the period covered by the invoice. Except as specifically authorized by the City in writing, Consultant shall not bill the City for duplicate services performed by more than one person. Consultant’s bills shall include the following information to which such services cost or pertain:

- (A) a brief description of services performed;
- (B) date(s) on which the services were performed;
- (C) number of hours spent and by whom when applicable; and
- (D) signature of authorized representative of Consultant.

Any such invoices shall be in full accord with any and all applicable provisions of this Agreement.

The City shall make payment on each such invoice within thirty (30) days of receipt; provided, however, that if Consultant submits an invoice which is incorrect, incomplete, or not in accord with the provisions of this Agreement, the City shall not be obligated to process any payment to Consultant until thirty (30) days after a correct and complying invoice has been submitted by Consultant. The City shall process any undisputed portion of an invoice immediately.

4. OWNERSHIP OF DOCUMENTS.

Title to all final documents, including drawings, specifications, data, reports, summaries, correspondence, photographs, computer software (if purchased on the City's behalf), video and audio tapes, software output, and any other materials with respect to work performed under this Agreement shall vest with the City at such time as the City has compensated Consultant, as provided herein, for the services rendered by Consultant in connection with which they were prepared. The City agrees to hold harmless and indemnify Consultant against all damages, claims, lawsuits, and losses of any kind including defense costs arising out of any use by the City of said documents, drawings, and/or specifications on any other project without written authorization of Consultant. The provisions of this Section 4 shall survive the termination of this Agreement for any reason.

5. TERM.

This Agreement shall commence on the Effective Date and shall terminate on December 31, 2028. This Agreement may be extended, at the City's sole discretion, upon the same terms and conditions for two (2) additional one-(1-)year terms and may be terminated only pursuant to the terms of this Agreement. The City and Consultant shall memorialize the extension of this Agreement in writing.

6. INDEPENDENT CONTRACTOR.

Consultant is an independent contractor, and nothing contained in this Agreement is intended, or shall be construed in any manner to create or establish the relationship of agent or employee of the City. Consultant has no authority to bind the City by contract or otherwise. Consultant will perform the professional services under the general direction of the City's Chief Financial Officer or his/her Designee, subject to the requirement that Consultant shall, at all times, comply with applicable law. Consultant shall pay all taxes, assessments, and premiums under the federal Social Security Act, any applicable unemployment insurance contributions, Workers Compensation insurance premiums (if required), sales taxes, use taxes, personal property taxes, or other taxes or assessments now, or hereafter, in effect and payable by reason of, or in connection with, the services performed by Consultant. Consultant shall be required to possess a valid and current City of Tulare Business Tax Certificate.

7. WARRANTY.

By executing this Agreement, Consultant agrees the services it will perform under this Agreement will be of a professional quality conforming to generally accepted industry standards and practices and that Consultant shall maintain all required licenses and certifications necessary for performance of the services hereunder. Consultant further agrees and represents to the City that Consultant possesses, or shall arrange to secure from others, all of the necessary professional

capabilities, experience, resources, and facilities necessary to provide the City the services contemplated under this Agreement and that the City relies upon the professional skills of Consultant to do and perform Consultant's work. Consultant further agrees and represents that Consultant shall follow the current, generally accepted industry practices to make findings, render opinions, prepare factual presentations, and provide professional advice and recommendations regarding the services rendered under this Agreement.

In the course of rendering services for the City, Consultant and its employees and agents may receive, review, or otherwise have access to proprietary financial, technical, and other information of the City that is not available to the public and not intended to be disclosed to the public ("Confidential Information"). In such event, Consultant and its employees and agents shall hold Confidential Information of the City in strict confidence and shall use all Confidential Information only as necessary in connection with the performance of the services and with prior written consent of the City. The obligations of Consultant pursuant to this Section 7 shall survive any termination or expiration of this Agreement. For purposes of this Section 7, "Confidential Information" does not include information that (i) is, at the time of disclosure, or thereafter becomes, by action of the City, a part of the public domain via a source other than Consultant, or (ii) is discovered by Consultant from a public source that is not under a confidentiality obligation owing to the City.

8. INDEMNIFICATION AND HOLD HARMLESS.

The Consultant and City agree to defend, indemnify and hold each other and their respective officers, officials, agents, employees, and volunteers harmless against and from any and all liability, loss, damages to property, injuries to, or death of any person or persons, and all claims, demands, suits, actions, proceedings, reasonable attorneys' fees, and defense costs, of any kind or nature, of or by anyone whomsoever (collectively "Claims"), resulting from or arising out of the Consultant's or the City's performance or other obligations under this Agreement. The Consultant and City shall indemnify each other only in proportion and to the extent such Claims are caused by, or result from, the negligent or intentional acts or omissions of the indemnifying party, their respective officers, officials, agents, employees, and volunteers. The City and the Consultant will cooperate reasonably in the defense of any action, and the indemnifying party shall employ competent counsel, reasonably acceptable to the indemnified party.

The indemnity, defense, and hold harmless obligations contained herein shall survive the termination of this Agreement for any alleged or actual omission, act, error or negligence under this Agreement that occurred during the term of this Agreement.

9. INSURANCE.

Consultant shall provide proof of, and maintain during the term of this Agreement, insurance coverage as follows:

- (A)** Workers' Compensation Insurance with statutory limits and employer's liability insurance with limits of not less than One Million Dollars (\$1,000,000) per accident for bodily injury or disease.
- (B)** Cybersecurity, Privacy, and Network Security Insurance in an amount not less than One Million Dollars (\$1,000,000) per occurrence or claim.

- (C) Errors and Omissions coverage, including limited contractual liability, in an amount not less than Two Million Dollars (\$2,000,000), and Consultant shall maintain such coverage for at least four (4) years from the termination of this Agreement provided that such coverage is commercially available and at reasonable rate; and during this four-(4-)year period, Consultant shall use Consultant's best efforts to ensure there is no change of the retroactive date on this insurance coverage.
- (D) Commercial General Liability Insurance in an amount of not less than One Million Dollars (\$1,000,000) per occurrence, combined single limit, written on an occurrence form.
- (E) If any travel by auto is to be done on behalf of the City by Consultant, a comprehensive Auto Liability coverage, including (as applicable) owned, non-owned, and hired autos in an amount of not less than One Million Dollars (\$1,000,000) per occurrence, combined single limit, written on an occurrence form.
- (F) The City of Tulare Risk Manager is hereby authorized to adjust the requirements set forth above in the event s/he determines such adjustment is in the City's best interest.

The City, and its officers, officials, agents, volunteers, and employees shall be named as additional insured to Commercial General Liability and Auto Liability insurance coverages maintained by Consultant with respect to liability arising out of work or operations performed by Consultant on behalf of the City.

Consultant's required General Liability and Automobile Liability insurance coverages shall be primary insurance as respects the City and its officers, officials, agents, volunteers, and employees. Any insurance or self-insurance maintained by the City and/or its officers, officials, agents, volunteers, and employees shall be in excess of Consultant's insurance and shall be non-contributory. Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the City, its officers, officials, agents, volunteers, and employees.

Consultant shall furnish with the City with original certificates and amendatory endorsements or copies of the applicable policy language affecting the required coverage.

Such insurance policies shall specifically provide that the City shall receive at least thirty (30) days' prior written notice of any cancellation of such policy(ies) except for non-payment of premium whereby a ten (10)-day notice shall apply.

The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

10. ACCESS TO RECORDS.

Consultant shall maintain all preparatory books, records, documents, accounting ledgers, and similar materials, including, but not limited to, calculations and notes relating to work performed for the City under this Agreement, on file for at least three (3) years following the date of final payment to Consultant by the City. Any duly authorized representative(s) of the City shall have access to such records for the purpose of inspection, audit, and copying at reasonable times during Consultant's usual and customary business hours. Consultant shall provide proper facilities to the City's representative(s) for such access and inspection.

11. TERMINATION.

Either party may terminate this Agreement upon thirty-(30-) days' notice to the other party for any reason or no reason. In the event the City or Consultant terminates this Agreement, Consultant shall continue to provide the services until all trust assets are either transferred to another Section 115 irrevocable trust or disbursed for qualified OPEB or pension-related obligations, as applicable, and in accordance with the Trust Agreement. Such transfer will not be unreasonably delayed, with the Contract termination effective as soon as administratively feasible thereafter. For the avoidance of doubt, Consultant shall be entitled to full compensation for all services provided prior to such transfer or disbursement.

12. COMPLIANCE WITH LAWS, RULES, AND REGULATIONS.

Services performed by Consultant pursuant to this Agreement shall be performed in accordance and full compliance with all applicable federal, state, and City laws and any rules or regulations promulgated thereunder.

13. NONDISCRIMINATION.

Consultant shall comply with all applicable federal, state, and City laws and any rules or regulations promulgated thereunder in regard to nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition, handicap or other prohibited basis. All nondiscrimination rules or regulations required by law to be included in this Agreement are incorporated by this reference.

14. NOTICE.

All notices, including notices of address changes, required to be sent hereunder shall be in writing and shall be deemed to have been given when mailed to the addresses listed below:

- (a) **City of Tulare:**
Chief Financial Officer
City of Tulare
Department of Finance
City Hall, 411 E. Kern Ave.
Tulare CA 93274
With a copy to MGaboardi@Tulare.CA.gov.
- (b) **Consultant:**
Daniel Johnson, President
PARS
4350 Von Karman Ave., Ste 100
Newport Beach, CA 92660
With a copy to djohnson@pars.org.

15. EXHIBITS INCORPORATED.

All exhibits referred to in this Agreement and attached to it are hereby incorporated in it by this reference. In the event there is a conflict between any of the terms of this Agreement and any of the terms of any exhibit to the Agreement, the terms of the Agreement shall control the respective duties and liabilities of the City and Consultant.

16. JURISDICTION AND VENUE.

This Agreement shall be governed by and construed in accordance with the laws of the State of California, County of Tulare, and City of Tulare, excluding that body of law pertaining to conflict of laws. In the event of any dispute over this Agreement's terms and conditions, the exclusive venue and jurisdiction for any litigation arising here under shall be in the Superior Court of Tulare County, California, and, if necessary for exclusive federal questions, the United States District Court for the Eastern District of California.

17. SEVERABILITY.

In the event any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement will remain in full force and effect.

18. ASSIGNMENT.

Consultant may not assign Consultant's rights or delegate Consultant's duties under this Agreement without the prior written consent of the City. Any attempted assignment or delegation without such consent shall be void.

19. WAIVER.

The waiver by either party of any default or breach of this Agreement shall not constitute a waiver of any other or subsequent default or breach.

20. EQUITABLE REMEDIES.

Because the services to be performed by Consultant are personal and unique and because Consultant may have access to the City's Confidential Information, the City will have the right to enforce this Agreement and any of its provisions by injunction, specific performance, or other equitable relief without prejudice to any other rights and remedies the City may have for a breach of this Agreement.

21. THIRD PARTY BENEFICIARIES.

Nothing in this Agreement, express or implied, is intended to, nor shall, be construed to confer upon any person, firm, corporation, or other entity, other than the parties to this Agreement and their permitted successors and assignees, any remedy or claim under or by reason of this Agreement as third-party beneficiaries or otherwise. The terms and conditions of this Agreement are for the sole and exclusive benefit of the parties to this Agreement.

22. ENTIRE AGREEMENT.

This Agreement constitutes the complete agreement between the parties and supersedes all previous agreements or representations, whether written or oral, with respect to the subject matter described herein. This Agreement may not be modified or amended except in writing signed by a duly authorized representative of each party. It is expressly agreed that any terms and conditions of Consultant's invoices shall be superseded by the terms and conditions of this Agreement.

23. NO WAIVER OF RIGHTS.

Waiver of a breach or default under this Agreement shall not constitute a continuing waiver or a waiver of a subsequent breach of the same or any other provision of this Agreement. The failure to provide notice of any breach of this Agreement or failure to comply with any of the terms of this Agreement shall not constitute a waiver thereof. Failure on the part of either party to enforce any provision of this Agreement shall not be construed as a waiver of the right to compel enforcement of such provision or any other provision. A waiver by the City of any one or more of the conditions of performance under this Agreement shall not be construed as waiver(s) of any other condition of performance under this Agreement.

24. INFORMATION FURNISHED TO CONSULTANT.

Consultant will provide the services contingent upon the City providing Consultant the information specified in the exhibit attached hereto as “**Exhibit C**” (“Data Requirements”), attached hereto and incorporated herein by reference. It shall be the responsibility of the City to certify the accuracy, content, and completeness of the Data so that Consultant may rely on such information without further audit. It shall further be the responsibility of the City to deliver the Data to Consultant in such a manner that allows for a reasonable amount of time for the services to be performed. Unless specified in Exhibit A, Consultant shall be under no duty to question Data received from the City, to compute contributions made to the Plan, to determine or inquire whether contributions are adequate to meet and discharge liabilities under the Plan, or to determine or inquire whether contributions made to the Plan are in compliance with the Plan or applicable law. In addition, Consultant shall not be liable for nonperformance of services to the extent such nonperformance is caused by or results from erroneous and/or late delivery of Data from the City. In the event that the City fails to provide Data in a complete, accurate and timely manner and pursuant to the specifications in Exhibit C, Consultant reserves the right, notwithstanding the further provisions of this Agreement, to terminate this Agreement upon no less than ninety (90) days’ written notice to the City.

25. FORCE MAJEURE.

When a party’s nonperformance hereunder was beyond the control and not due to the fault of the party not performing, a party shall be excused from performing its obligations under this Agreement during the time and to the extent that its performance is prevented by such cause. Such cause shall include, but not be limited to: any incidence of fire, flood, acts of God or unanticipated communicable disease, acts of terrorism or war commandeering of material, products, plants or facilities by the federal, state or local government, a material act or omission by the other party or any law, ordinance, rule, guidance or recommendation by the federal, state or local government, or any agency thereof, which becomes effective after the date of this Agreement that delays or renders impractical either party’s performance under the Agreement.

26. COUNTERPARTS. ELECTRONIC SIGNATURES.

This Agreement may be executed in any number of counterparts, and in that event, each counterpart shall be deemed a complete original and be enforceable without reference to any other counterpart. The words “execution,” “signed,” “signature,” and words of like import in this Agreement or in any other certificate, agreement or document related to this Agreement, shall include digital electronic signatures (e.g., DocuSign). The use of digital electronic signatures and

electronic records (including, without limitation, any contract or other record created, generated, sent, communicated, received, or stored by electronic means) shall be of the same legal effect, validity and enforceability as a manually executed signature or use of a paper-based record-keeping system to the fullest extent permitted by applicable law.

IN WITNESS WHEREOF, the parties hereto have executed the **CONSULTING SERVICES AGREEMENT** as of the date set forth in the first paragraph hereof.

CITY OF TULARE

CONSULTANT

MARC MONDELL,
CITY MANAGER

TOD HAMMERAS,
CHIEF FINANCIAL OFFICER
PHASE II SYSTEMS, A CALIFORNIA
CORPORATION D.B.A. PUBLIC AGENCY
RETIREMENT SERVICES AND PARS

Approved as to Form:

MARIO U. ZAMORA,
CITY ATTORNEY

EXHIBIT A – SCOPE OF SERVICES

Trust administration services for the City of Tulare’s Public Agencies Post-Employment Benefits Trust (“Plan”) will include:

1. Plan Installation Services:

- A. Meeting with appropriate City personnel to discuss Plan provisions, implementation timelines, the actuarial valuation process, funding strategies, benefit communication strategies, data reporting, and submission requirements for contributions, reimbursements, and distributions;
- B. Providing necessary analysis and advisory services to finalize the elements of Paragraph 1(A) of this Exhibit A;
- C. Providing all documents needed to create the Plan for review and approval by the City Attorney. Resulting final Plan documents must be approved by the City before the commencement of Plan Administration Services outlined in Paragraph 2 below.

2. Plan Administration Services:

- A. Monitoring the receipt of Plan contributions made by the City to the trustee of the Trust (“Trustee”), based upon information received from the City and the Trustee;
- B. Performing periodic accounting of Plan assets, reimbursements/distributions, and investment activity, based upon information received from the City and/or Trustee;
- C. Coordinating the processing of distribution payments pursuant to authorized direction by the City, and the provisions of the Plan, and, to the extent possible, based upon City-provided Data;
- D. Coordinating actions with the Trustee as directed by the Plan Administrator within the scope the Agreement;
- E. Preparing and submitting a monthly report of Plan activity to the City, unless directed by the City otherwise;
- F. Conducting an annual in-person client review to provide a full administrative and investment review of the Plan and to ensure the City’s ongoing satisfaction with its participation in the Plan.
- G. Conducting in-person or over-the-phone meetings more frequently, if requested by the City.
- H. Providing updates of the Plan to the City Council during one of its public meetings, if requested by the City.
- I. Preparing and submitting an annual report of Plan activity to the City;

- J. Facilitating actuarial valuation updates and funding modifications for compliance with applicable GASB pronouncements and/or statements, if prefunding OPEB obligations;
- K. Coordinating periodic audits of the Plan;
- L. Monitoring Plan and Trust compliance with federal and state laws.

The City acknowledges that PARS is not licensed to provide, and does not offer tax, accounting, legal, investment, or actuarial advice.

DRAFT

EXHIBIT B – FEES

Consultant will be compensated for performance of services as described in Exhibit A based upon the following schedule:

Trust Administration/Consulting Fee (PARS)

Trust administration fees provide for all administration services, including compliance, consulting, recordkeeping, funding analysis, and reporting.

<u>For Plan Asset Balances</u>	<u>Ongoing Fee</u>
Under \$10,000,000	0.25%
\$10,000,000 - \$15,000,000	0.20%
\$15,000,001 - \$50,000,000	0.15%
Over \$50,000,000	0.10%

Annual rates are prorated and paid monthly. The Trust Administration/Consulting Fee shall be calculated by the following formula:

Annual rate divided by 12 (months of the year) multiplied by the Plan asset balance at the end of the month.

Both the Trust Administration/Consulting Fee and the Trustee & Investment Advisory/Management Fee shall be deducted from Plan assets.

EXHIBIT C – DATA REQUIREMENTS

Consultant will provide all services required under this Agreement upon receiving the information included in this Exhibit C. Consultant is solely responsible for ensuring that all information and documentation provided to Consultant is true, correct, and authorized.

1. Executed legal documents:
 - A. certified resolution;
 - B. adoption agreement to the Plan;
 - C. trustee investment forms.
2. Contribution – completed Contribution Transmittal Form signed by the Plan Administrator (or authorized designee) which contains the following information:
 - A. agency name;
 - B. contribution amount;
 - C. contribution date;
 - D. contribution method (i.e., check, ACH, or wire).
3. Distribution – completed Transfer/Payment/Reimbursement Form signed by the Plan Administrator (or authorized designee) which contains the following information:
 - A. agency name;
 - B. payment reimbursement/distribution amount;
 - C. applicable statement date;
 - D. copy of applicable premium, claim, statement, warrant, and/or administrative expense evidencing payment;
 - E. signed certification of reimbursement/distribution from the Plan Administrator (or authorized designee).
4. Other information pertinent to the Consultant's services as reasonably requested by the Consultant and the City's actuarial provider.



Staff Report

Meeting: City Council

Date: February 17, 2026

Department: Community Services

Submitted by: Chris Orr, Community Services Director

Agenda Title: Park Special Event Permit Process and Facility Use Fee Schedule

RECOMMENDED ACTION

Review and adopt the City of Tulare Park Special Event Permit Process and Application; review the proposed Facility Use Fee Schedule; and provide direction to staff regarding reserving the first Saturday of May for a Cinco De Mayo community event at Zumwalt Park.

SUMMARY

On January 20, 2026, the City Council considered Councilmember Sigala's request to set aside the first Saturday of May annually to celebrate a Cinco De Mayo community event and to also work with the Hispanic Alliance for Culture, Education & Recognition (HACER) to coordinate the event.

During the meeting, City Manager Marc Mondell advised that the City has received many requests for use of the park and that staff were working on a Special Event Permit Process (Policy) applicable to all parks, including Zumwalt Park. Mr. Mondell requested Council to provide any requested revisions and that the Policy be presented to the Parks and Recreation Commission on February 10 for its consideration. It was also suggested that Council wait to render its decision on Councilmember Sigala's request until after Commission consideration.

On January 20, 2026, staff met with the HACER representatives to discuss the Cinco De Mayo event they requested to be held at Zumwalt Park on May 2, 2026. An agreement was reached based on the then existing park rental procedures. During this process, it was also determined that the rental fees for Zumwalt Park did not reflect the renovation and new amenities added to the park; therefore, a recommended revision of the "Facility Use Fee Schedule" was developed for Zumwalt Park.

On February 10, 2026, the Parks and Recreation Commission unanimously approved the "Park Special Event Permit Process and Application" and the revised "Facility Use Fee Schedule". In terms of dedicating the use of a park to any one individual or group on an annual basis, as requested by Councilmember Sigala, the Commissioners believe the Policy provides sufficient advance time (one year) to reserve the facilities and secure the date; therefore, they recommend against the request. The Commissioners do, however, recommend that the following language be added to the Policy:

City of Tulare residents may submit applications no sooner than one (1) year in advance of their proposed event and nonresidents may submit applications no sooner than nine (9) months in advance.

FISCAL IMPACT & FUNDING SOURCES

There is no fiscal impact associated with this action

ENVIRONMENTAL REVIEW

This action does not constitute a "project" pursuant to the California Environmental Quality Act (CEQA).

POTENTIAL CONFLICT OF INTEREST

Staff are not aware of any conflicts of interest

LEGAL REVIEW

This item does not require legal review.

PUBLIC NOTICE

This item does not require a public hearing and was noticed as a part of the agenda.

ALTERNATIVE ACTION

1. Approve with changes
2. Deny
3. Table

ATTACHMENTS

1. Park Special Event Permit Process
2. Park Special Event Permit Application
3. Proposed Revised Facility Use Fee Schedule
4. Councilmember Sigala Request Form

Reviewed/Approved: 

City of Tulare Park Special Event Permit Process

Special Events in City of Tulare Parks.

Any organized event including, but not limited to, large-scale events such as concerts, markets, community events, and any organized assembly of fifty (50) or more people in a City of Tulare Park is considered a Special Event.

A Special Event can be private or open to the public. Planning an event typically requires a significant amount of lead-time.

Process to Obtain a Park Special Event Permit

Due to the amount of preparation required for a Special Event Permit, applications must be received sixty (60) days prior to the scheduled event. For larger events, event applications must be submitted (90) days prior to the scheduled event. Please note that applications will not be accepted prior to (1) one year to your event date.

If the date and park are available, and the event meets all City requirements, then the Park Special Event Permit is accepted. The date will NOT be reserved until the application is deemed complete by the Community Services Director, or designee.

Once the Park Special Event Application has been approved, staff will request payment of a deposit. If the deposit is not paid within three (3) business days, the date will be released and the application deemed denied.

Fees

All rental fees are per the applicable Facility Use Fee Schedule. There are two levels of rental fees:

Private

- Ticketed entry, extensive venue set up with controlled access and exclusive use, no set up provided by City.
Example: Food or beer festival, corporate picnic.
- AM and PM service and restocking of permanent restrooms and service of fixed trash cans within the park.
- City staff must be on-site for load-in and load-out. One hour of load-in and one hour of load-out time is included in fee. Additional hourly labor costs for time beyond this will be charged, as well as overtime costs for load-in and load-out outside the hours of 8:00 AM – 5:00 PM
- Group is responsible for litter removal within the park and may be charged staff time for excess garbage removal. Rental of a dumpster or roll-off bin may be required.

- May incur staffing costs for additional services.

Non-Profit

- Free, park/event is open to the public, fundraising events, no set up provided by City.
Example: Dance recital, non-profit walk/run, festival with free admission
- AM and PM service and restocking of permanent restrooms and service of fixed trash cans within the park.
- City staff must be on-site for load-in and load-out. One hour of load-in and one hour of load-out time is included in fee. Additional hourly labor costs for time beyond this will be charged, as well as overtime costs for load-in and load-out outside the hours of 8:00 AM – 5:00 PM
- Group is responsible for litter removal within the park and may be charged staff time for excess garbage removal. Rental of a dumpster or roll-off bin may be required.
- May incur staffing costs for additional services.

The City may elect to co-sponsor an event or waive, reduce, or subsidize special event fee(s) for events that serve a City defined public benefit or for organizations that are a sponsor of the City's concert series as determined by the Director.

Vehicle Regulations

Per park ordinance no unauthorized motorized vehicles parked or driving in the park (T.M.C 8.36.230).

Alcohol Sales

Per City of Tulare Municipal Code (Section 8.36.310) sale and/or possession and/or consumption of alcoholic beverages shall not be allowed upon the premises of any Tulare City Park, including adjoining parking lots, except that the sale of beer and wine may be sold and consumed on premises of Zumwalt Park in the City of Tulare with the appropriate City and ABC permitting.

Fire Department Permits and/or Building Permits May Apply

Events with more than 1,000 people, use of pyrotechnics or fireworks, temporary structures, any tent, or contiguous group of tents, over 400 square feet, may require an operational permit from the Fire department.

Zumwalt Park and Adventist Health Amphitheater

Due to contractual obligations with the Concert Operator, Zumwalt Park and/or Adventist Health Amphitheatre have limited availability during the City's Summer concert series (May through September).

Exclusive use of the park for private or paid-admission events is restricted to the hours of 4:00 PM to 10:00 PM.

Significant sponsors of the City concert series may, at the City Manager's discretion, receive exclusive use of the park for one private event per year (8:00 AM – 10:00 PM), provided there are no scheduling conflicts with other public or private events.

Any Park Special Event Applications requesting use of Zumwalt Park and/or Adventist Health Amphitheatre during the City's Concert Season or that includes live performance, or an exclusive corporate event will first be submitted to the Concert Operator by the Community Services Department for the option to manage the event request. Should the Operator opt to manage the event request, the Operator will then coordinate with the Community Services Department. If the Operator opts to not manage the event request, the request will then be reviewed by the Community Services Director and approved or denied.

If the event request is approved and does not require the use of the existing sound production equipment, then the permit process will be started. If the event requests use of the existing sound production equipment, then the applicant will enter into a separate agreement with the Operator's Production Company or pay the cost to have the Production Company remove and reinstall the production equipment.

Certain areas and equipment in the backstage area of the amphitheater are restricted unless in partnership with the Operator and/or the Production Company. A backstage manager may be required. If the backstage area is utilized, the event shall have to cover the cost of a City approved janitorial/custodial contractor to clean the backstage area.

The City of Tulare logo, Adventist Health logo, or Operator logos shall NOT be used in any way without prior written approval.

Denial or Revocation of a Park Special Event Permit

The Community Services Director may deny any application for a permit or revoke any permit if he/she finds any of the following:

- To protect the safety of people and property and to control vehicle and pedestrian traffic in and around the venue.

- The event is proposed for a time and place for which another event permit has been or will be issued to a prior applicant.
- The application contains incomplete, false or misleading information.
- The applicant fails to comply with all conditions including failure to remit all fees and deposits or fails to provide proof of insurance and/or an indemnification agreement as required.
- The applicant or the person or entity on whose behalf the application for permit was made has on prior occasions damaged City property and has not paid in full for such damage or has other outstanding and unpaid debts to the City.
- The applicant or the person or entity on whose behalf the application for permit was made has on prior occasions damaged City property and has not paid in full for such damage or has other outstanding and unpaid debts to the City.
- The proposed event would present an unreasonable danger to the health or safety of the applicant, spectators, City employees, or members of the public.
- The applicant has not complied with or cannot comply with applicable licensure requirements, ordinances or regulations of the City concerning the sale, offering for sale, or distribution of any goods or services.
- The event sponsor or agent, employee or associate of any such event organizer has willfully made any false or misleading statement in an application or has not fully complied with the necessary requirements or has violated any other applicable law, rule or regulation.

The Community Services Director. may condition any permit issued with reasonable requirements concerning the time, place or manner of holding such event as is necessary to coordinate multiple uses of public property, assure preservation of public property and public places, prevent dangerous, unlawful or impermissible uses,

An event organizer whose permit application is denied, or whose permit is revoked shall be notified of the action of denial or revocation, which notification shall contain a statement setting forth the reasons for said denial or revocation.

Any person aggrieved by the issuance, denial or revocation of a permit may appeal such decision to the City Manager by filing a written notice of such appeal with the City Clerk within ten (10) business days of the decision of the Community Services Director, giving rise to said appeal. Such appeal shall set forth, with particularity, the facts upon which the appeal is being made. The City Manager shall, within thirty (30) days of receiving such notice of appeal, hold a hearing. At such hearing, the aggrieved party is entitled to be heard and present evidence on his/her behalf. The City Manager shall determine the merits of the appeal, and the City Manager's determination to grant or deny the appeal shall be final.

Expressive Activities

“Expressive Activities” means conduct, the sole or principal object of which is the expression, discrimination, or communication by verbal, visual, literary, or auditory means of opinions, views, or ideas, protected under the First Amendment to the United States Constitution and Article 1 of the California Expressive Activity may include, but is not limited to, parades, public oratory, and the distribution of literature.



CITY OF TULARE PARK SPECIAL EVENT APPLICATION

City of Tulare Community Services 830 S. Blackstone St., Tulare (559) 684-4310

GENERAL EVENT INFORMATION

Event Name: _____

Proposed Date(s) of Event: _____ Estimated Attendance: _____

Start Time(s): _____ End Time(s): _____

Park(s) Requested: _____

Is this a fundraising event? Yes No

Will any form of revenue or entrance fees be collected? Yes No

For what purpose will proceeds be used? _____

Will food be served? Yes No Food Booth Food Truck

Will Alcohol be Served? Yes No

Will there be amplified music? Yes No Sound System DJ Live Music

Will there be any tents larger than 10 ft. x 10 ft? Yes No Size: _____

Will portable restrooms be needed? (1 unit per 100 persons) Yes No Quantity: _____

Will electricity be needed? Yes No Generator(s)? Yes No

Will a street closure be needed? Yes No

Number and Type(s) of Vendors: _____

Brief Description of Event: _____



APPLICANT/SPONSORING ORGANIZATION

Applicant Type:

Individual () Organization () Public Agency () Non-profit () Business ()

Name: _____

Applicant/Contact Person: _____ Cell Phone: _____

Address: _____ E-mail: _____

Alternate Contact Person: _____ Cell Phone: _____

Any additional special requests? _____

Set up map included with application? (Required) Yes No

ADDITIONAL INFORMATION

Insurance: The undersigned shall maintain general liability insurance in an amount not less than one million dollars (\$1,000,000) per occurrence for bodily injury, personal injury, and property damage. Undersigned's general liability policies shall be endorsed to provide that City and its officers, officials, employees, and agents shall be additional insureds under such policies. When alcohol is being served or sold at any permitted facility, it is mandatory that the General Liability Policy include Liquor Liability Coverage.

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

Bounce Houses: Bounce houses are allowed at all City of Tulare Parks EXCEPT Del Lago and Live Oak. Renter must select a bounce house company from our approved list. Water slides and dunk tanks are not allowed at any park.

Street Closure Permit: Any street closure requires a Street Closure Permit. Street Closure Permits can be obtained Tulare City Hall, 411 East Kern Avenue Tulare, CA 93274, and/or through Caltrans via their website; [Encroachment Permits | Caltrans](#)

Sound Amplification: The use of sound amplification equipment is permitted; however, you must obtain an Amplified Sound Permit from the Administration Department at City Hall, 411 E. Kern Ave. A fee will apply to cover administrative processing fees. To avoid disturbing adjacent businesses and personal residences, noise generated must be kept at low levels. Sound or noise produced by sound amplification equipment used at all city parks and other city facilities shall be measured at points not greater than 100 feet from the sound source and shall not exceed 85 decibels. (Ordinance Code Section 6.40.071)



Vendors: All vendors must have City of Tulare business license. The event coordinator will be responsible for verifying business licenses. Business licenses can be obtained at Tulare City Hall, 411 East Kern Avenue, Tulare, CA 93274. All **Food Vendors** are also required to have a current and valid health inspection by Tulare County Environmental Health Services.

Alcohol: Alcohol requests (Zumwalt Park only?) must first obtain approval from the City of Tulare Community Services Director. An Alcohol Beverage Control (ABC) Permit is required. Liquor Liability Insurance must be obtained naming the City of Tulare as additionally insured. A security service or third party must perform checking identification for age compliance.

Security: Security is required when alcohol is being consumed or amplified sound is happening. The number of guards is to be determined by the Director of Community Services and will be contracted at the expense of the applicant with one of the City approved Security Guard companies.

Additional Fees: Depending on the event, additional fees for City services may be required. These include but are not limited to Park Attendant Fees, Chalking of turf, Closing Fee, Stage Removal/Reinstall, Pre-Event Practice, Clean-Up Charge, Removal of Railing, Special Stand-by Charge or Special Solid Waste Fees.

Other: No vehicles on turf areas unless escorted by Parks staff. Events must conclude by 10:00 PM, per City Ordinance

CITY OF TULARE, CA
PARKS & RECREATION COMMISSION TRANSMITTAL SHEET

Submitting Department: **Community Services**

For Commission Meeting of: **February 10, 2026**

Documents Attached: **Ordinance** **Resolution** **Staff Report** **Other** **None**

AGENDA ITEM:

Approve revisions to the 2025/26 Master Fees and Charges related to Zumwalt Park and Aquatics.

IS PUBLIC HEARING REQUIRED: **Yes** **No**

BACKGROUND/EXPLANATION:

After reviewing the Zumwalt Park rental fees, and in light of the revitalization of Zumwalt Park and the newly added amenities, staff is recommending an increase in rental fees.

For Aquatics, the increase in minimum wage has raised the City’s cost for lifeguard staffing. As a result, staff is requesting fee increases for group and private swim lessons and Splash Ball, as well as the addition of a new program that has been requested by residents.

ZUMWALT PARK FEES

	<u>OLD FEE</u>	<u>NEW</u>
Private Rental	\$350 ½ day (up to 4 hours)	NO ½ day rental
	\$550 full day	\$1,000
Non-Profit	\$200 ½ day (up to 4 hours)	NO ½ day rental
	\$400 full day	\$750

AQUATICS

Group Swim Lessons	\$55/\$53 sibling discount	\$65/\$63 sibling discount
Private Swim Lessons	\$80	\$85
Splash Ball	\$55/\$53 sibling discount	\$85/\$83 sibling discount
<i>*(Splash ball will go from 4 weeks to 6 weeks)</i>		
Dive Clinic (new program)		\$65/\$63 sibling discount
4-week program teaches basic dives for beginners		

STAFF RECOMMENDATION

Staff's recommendation is to increase fees for Zumwalt Park and the Aquatics program effective immediately.

IS ADDITIONAL (NON-BUDGETED) FUNDING REQUIRED: Yes No N/A

Submitted by: Brian Beck
Chris Orr

Title: Assistant Community Services Director
Community Services Director

Date: 2/10/26



Item #: 10.3
Future Agenda Item

COUNCIL ITEM REQUEST FORM

The Council Item Request Form is for members of the City Council to submit written requests to the City Clerk’s Office for inclusion of an item on a future City Council meeting agenda. At the meeting where the initial written request is heard, discussion shall be limited to whether the item should be added to an agenda and a date, not the merit of the item. A majority vote of the City Council is required for the item to be added to a future Council meeting agenda for action. No more than 10 items may be submitted collectively for consideration by all councilmembers at any regular meeting of the Council, and in that regard, no individual councilmember may submit more than three items for consideration at any regular meeting of the Council. In the event more than 10 items are submitted collectively, no more than two items shall be accepted for consideration from any one councilmember.

NAME OF REQUESTING COUNCILMEMBER JOSE SIGALA	TODAY’S DATE 1/13/2026	AGENDA DATE 1/13/2026
ITEM TITLE Set Aside the First Saturday of Every Month to Celebrate Cinco De Mayo Community Event		
BRIEF DESCRIPTION/BACKGROUND INFORMATION OF ITEM Mr. Mayor and Council, I would like to ask for your support in placing on our February 3, 2026, meeting agenda the following item for discussion and possible action: * That Council direct the City Manager and the Parks & Recreation Director to work with the Zumwalt Park operator to set aside the First Saturday of every May beginning in 2026 for the Annual Cinco De Mayo celebration to be celebrated at Zumwalt Park. And to also work with the Hispanic Alliance for Culture, Education & Recognition (HACER) and any other local non-profits to assure city support in the form of park rental fees, paid from the Council District 1 community benefits fund, and any other support from the department to help co-sponsor the community event. This yearly Cinco De Mayo event has been a long time celebration organized by HACER to recognize the contributions of the Mexican community culture to the City of Tulare. I strongly beleive this an event that benefits the community. Thank you for your consideration. JOSE SIGALA City of Tulare Council Member, First District		



Staff Report

Meeting: City Council

Date: February 17, 2026

Department: Community Services

Submitted by: Chris Orr, Community Services Director

Agenda Title: Request for Funding for July 4th Event

RECOMMENDED ACTION

Provide direction to staff regarding a 250th Anniversary Independence Day event at Zumwalt Park on July 4, 2026, featuring and subsidizing the Sequoia Symphony Orchestra at either \$50,000 with a \$10 per ticket admission price or \$60,000 with free tickets.

SUMMARY

The Sequoia Symphony Orchestra (formerly the Tulare County Symphony) has a history of performing at Zumwalt Park. In 2014, they started their season at Zumwalt Park's John Philip Sousa Pavilion for its annual "Pops in the Park" concert. This annual event was a tradition where the symphony kicks off its new season with an outdoor concert featuring popular classics, movie music, and Americana. They performed annually at Zumwalt from 2014 until 2019. Due to the pandemic, they did not perform at Zumwalt in 2020, and 2021. In 2022, the Sequoia Symphony Orchestra performed at the Visalia Fox Theatre instead of Zumwalt Park because of several artistic and logistical factors during that season

Staff, in working with Spade Entertainment, has discussed the possibility of the Sequoia Symphony performing on July 4, 2026, at Zumwalt Park, as part of a 250th anniversary celebration of America's independence. Production costs for the Sequoia Symphony to perform at Adventist Health Amphitheater have been negotiated at a cost of \$50,000. Their normal production cost is approximately \$60,000. Production setup for a symphony orchestra involves a rigorous blend of logistical planning, specialized stage engineering, and technical coordination to ensure acoustic balance and practices. In addition to production costs, there are other site logistics cost such as security, insurance, etc. Spade Entertainment estimates that with a \$50,000 subsidy the additional overhead costs can be made up through selling tickets at \$10.00 each. Another option is to provide a \$60,000 subsidy which will cover all overhead costs and offer free tickets.

FISCAL IMPACT & FUNDING SOURCES

Reduction in the General Fund unassigned fund balance account.

ENVIRONMENTAL REVIEW

This action does not constitute a "project" pursuant to the California Environmental Quality Act (CEQA)

POTENTIAL CONFLICT OF INTEREST

Staff is not aware of any conflicts of interest

LEGAL REVIEW

This item does not require legal review.

PUBLIC NOTICE

This item does not require a public hearing and was noticed as a part of the agenda.

ALTERNATIVE ACTION

1. Approve with changes
2. Deny
3. Table

ATTACHMENTS

None

Reviewed/Approved:  _____